



# **National Blood Authority Enterprise Agreement 2024-2027**

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## Section 1: Technical matters

### Title

1. This agreement will be known as the *National Blood Authority Enterprise Agreement 2024–2027*.

### Parties to the agreement

2. This agreement covers:
  - 2.1 the General Manager of the National Blood Authority, for and on behalf of the Commonwealth of Australia as the employer;
  - 2.2 all employees in the National Blood Authority employed under the PS Act other than Senior Executive Service employees or equivalent.

### Operation of the agreement

3. This agreement will commence operation 7 days after approval by the Fair Work Commission; or
4. This agreement will nominally expire on 28 February 2027.

### Delegations

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

### National Employment Standards (NES) precedence

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

### Closed comprehensive agreement

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

## Individual flexibility arrangements

10. The National Blood Authority and an employee covered by this agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
  - 10.1. the agreement deals with one or more of the following matters:
    - 10.1.1. arrangements about when work is performed;
    - 10.1.2. overtime rates;
    - 10.1.3. penalty rates;
    - 10.1.4. allowances;
    - 10.1.5. remuneration; and
    - 10.1.6. leave and leave loading; and
  - 10.2. the arrangement meets the genuine needs of the National Blood Authority and employee in relation to one or more of the matters mentioned in clause 10.1; and
  - 10.3. the arrangement is genuinely agreed to by the National Blood Authority and employee.
11. The agency must ensure that the terms of the individual flexibility arrangement:
  - 11.1. are about permitted matters under section 172 of the FW Act;
  - 11.2. are not unlawful terms under section 194 of the FW Act; and
  - 11.3. result in the employee being better off overall than the employee would be if no arrangement was made.
12. The National Blood Authority must ensure that the individual flexibility arrangement:
  - 12.1. is in writing;
  - 12.2. includes the name of the National Blood Authority and employee;
  - 12.3. is signed by the National Blood Authority and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
  - 12.4. includes details of:
    - 12.4.1. the terms of the enterprise agreement that will be varied by the arrangement;
    - 12.4.2. how the arrangement will vary the effect of the terms;
    - 12.4.3. how the employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
    - 12.4.4. states the day on which the arrangement commences.
13. The National Blood Authority must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

14. The National Blood Authority or employee may terminate the individual flexibility arrangement:
  - 14.1. by giving no more than 28 days written notice to the other party to the arrangement; or
  - 14.2. if the National Blood Authority and employee agree in writing – at any time.
15. The National Blood Authority and employee are to review the individual flexibility arrangement at least every 12 months.

## Definitions

16. The following definitions apply to this agreement:

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

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

**Agency Head** means the General Manager of the National Blood Authority or the General Manager's delegate.

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

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

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

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

**Child** means a biological child, adopted child, foster child, step child, 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. This includes a former de facto partner.



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

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

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

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

**Family** means:

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

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

**Full time employee** means an employee employed to work an average of the National Blood Authority's standard working hours: 37 hours and 30 minutes per week in accordance with this agreement.

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

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

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

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

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

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

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

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

**Partner** means a spouse (including former spouse) or de facto partner (including former de facto partner).

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

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

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

**Relevant employee** means an affected employee.

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

**SPF** means the Staff Participation Forum.

## Usual location of work

17. The employee's usual place of work is the National Blood Authority's office in Canberra or as otherwise agreed with the Agency Head.

## Section 2: Remuneration

### Salary

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

### Payment of salary

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

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

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

### Salary setting

22. Where an employee is engaged, moves to or is promoted in the National Blood Authority, the employee's salary will be paid at the minimum of the salary range of the relevant classification, unless the Agency Head determines a higher salary within the relevant salary range under these provisions.
23. The Agency Head may determine the payment of salary at a higher value within the relevant salary range of the relevant classification and the date of effect at any time.
24. In determining a salary under these salary setting clauses, the Agency Head will have regard to relevant factors including the employee's experience, qualifications and skills.
25. Where an employee commences ongoing employment in the National Blood Authority immediately following a period of non-ongoing employment in the National Blood Authority, the Agency Head will determine the employee's salary within the relevant salary range of the relevant classification which recognises the employee's prior service as a non-ongoing employee in the National Blood Authority.

26. Where an employee commences ongoing employment in the National Blood Authority immediately following a period of casual employment in the National Blood Authority, the Agency Head will determine the employee's salary within the relevant salary range of the relevant classification which recognises the employee's prior service as a casual employee in the agency.
27. Where an APS employee moves to the National Blood Authority at level from another APS agency, and their salary is above the maximum of the salary range for their classification, the Agency Head will maintain the employee's salary at that level, until it is absorbed into the salary range for that classification.
28. Where the Agency Head determines that an employee's salary has been incorrectly set, the Agency Head may determine the correct salary and the date of effect.

### **Incremental advancement**

29. On 1 September every year, an employee (other than a casual employee or an employee on an entry level program) who is not on the maximum salary level for their classification will be eligible to advance to the next salary point if the employee:
  - 29.1. has completed the requirements of the annual performance cycle;
  - 29.2. achieved a minimum rating of effective at the end of the current performance cycle; and
  - 29.3. has at least 6 months of aggregate eligible service in the National Blood Authority at or above their classification level during the most recent annual performance cycle.
30. If an employee has less than 6 months aggregate service, the Agency Head may determine a higher salary point under the salary setting provisions in this agreement.
31. Eligible service for incremental advancement will include:
  - 31.1. periods of paid and unpaid parental leave;
  - 31.2. periods of paid leave that count as service; and
  - 31.3. service while employed on a non-ongoing basis.
32. A period of unpaid parental leave will count as eligible service for advancement of one increment point regardless of length of the period of leave.
33. An employee who is acting at a higher classification and satisfies the criteria outlined above will be eligible for salary advancement at both their substantive and acting classifications.
  - 33.1. The salary point will be maintained for subsequent periods of acting and where the employee is subsequently promoted to that classification in the National Blood Authority.

## Superannuation

### *Employer superannuation contributions*

34. The National Blood Authority will make compulsory employer contributions as required by the applicable legislation and fund requirements.
35. Employer superannuation contributions will be paid on behalf of employees during periods of paid leave that count as service.
36. The National Blood Authority 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 National Blood Authority's payroll system.

### *Method for calculating superannuation salary*

37. The National Blood Authority 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.
38. Employer contributions will be made for all employees covered by this agreement.
39. Employer contributions will not be reduced by any other contributions made through salary sacrifice arrangements.

## Overpayments

40. An overpayment occurs if the Agency Head (or the National Blood Authority) provides an employee with an amount of money to which the employee was not entitled (including but not limited to salary, entitlements, allowances, travel payment and/or other amount payable under this agreement). Where the Agency Head considers that an overpayment has occurred, the Agency Head will provide the employee with notice in writing. The notice will provide details of the overpayment.
41. If an employee disagrees there has been an overpayment, including the amount of the overpayment, they will advise the Agency Head 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.
42. If, after considering the employee's response (if any), the Agency Head confirms that an overpayment has occurred, the overpayment will be treated as a debt to the Commonwealth that must be repaid to the agency in full by the employee.
43. The Agency Head 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.
44. The National Blood Authority and employee may agree to make deduction from final monies where there is an outstanding payment upon cessation of employment.
45. Interest will not be charged on overpayments.

46. Nothing in clause 40 to 45 prevents:
  - 46.1. the National Blood Authority from pursuing recovery of the debt in accordance with an Accountable Authority Instruction issued under the *Public Governance, Performance and Accountability Act 2013*;
  - 46.2. the National Blood Authority from pursuing recovery of the debt through other available legal avenues;
  - 46.3. the employee or the National Blood Authority from seeking approval to waive the debt under the *Public Governance, Performance and Accountability Act 2013*.

## Section 3: Allowances and reimbursements

### Higher duties allowance

47. Where a role needs to be filled for 5 or more consecutive working days, higher duties allowance will be paid to any employee temporarily occupying the role acting at a classification level higher than their substantive classification level.
48. 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 level, or higher amount determined by the Agency Head.
49. Where an employee is found to be eligible for salary progression at their acting classification level they will receive an appropriate increase in the rate of higher duties allowance. The employee's salary level will be retained for all future periods of acting regardless of elapsed time.
50. Where an employee is assigned only part of the higher duties, the Agency Head will determine the amount of allowance payable.
51. Higher duties allowance will be payable while an employee is acting at a higher classification level as part of a job-sharing arrangement where the duration of the arrangement is at least 5 continuous working days.
52. The Agency Head may shorten the qualifying period for higher duties allowance on a case-by-case basis.

### Healthy lifestyle assistance

53. After a minimum period of 6 months' continuous service with the National Blood Authority, an employee may claim a set amount for costs incurred on approved healthy lifestyle initiatives. For more information, employees can consult the Health and Wellbeing Promotion Policy available on the intranet.

### Work related expenses

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

### Workplace responsibility allowances

55. A workplace responsibility allowance will be paid to an employee who has been appointed or elected to one of the following roles:
  - a. First Aid Officer;
  - b. Health and Safety Representative;
  - c. Emergency Warden;
  - d. Harassment Contact Officer; and
  - e. Mental Health First Aid Officer.

- 56. An employee is not to receive more than one workplace responsibility allowance unless approved by the Agency Head due to operational requirements.
- 57. 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

- 58. The full allowance is payable regardless of flexible work and part-time arrangements.
- 59. An employee’s physical availability to undertake the role will be considered by the National Blood Authority 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.

**Community language allowance**

- 60. A community language allowance will be paid where the Agency Head 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 Agency Head. Further information is included in policy.
- 61. The allowance is paid in accordance with the employee’s level of competency:

*Table 1: Community language allowance rates*

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

- 62. The allowance is calculated annually and paid fortnightly.



63. The full allowance is payable regardless of flexible work and part-time arrangements.
64. The allowance is payable during periods of paid leave.
65. The allowance counts as salary for superannuation purposes and for calculating retirement and redundancy entitlements.

## Section 4: Classifications and broadbands

### Broadbands

#### *Graduate training and broadband*

66. Subject to the provisions of clause 22, employees who are engaged with the National Blood Authority on a Graduate Training program will be engaged at the APS4 classification level within the Graduate Training Broadband salary structure. The Graduate Training Broadband covers the APS4 and APS5 classification levels (see APS salary structure at **Attachment A**).
67. On successful completion of the Graduate Training program, an employee will advance to the APS5 level subject to clause 69.

#### *Legal 1 broadband*

68. The Legal 1 broadband outlines salary advancement for legal professionals. Permanent movement between classification levels within a broadband applies to ongoing employees only.

#### *Movement through broadbands*

69. Movement to a higher classification within the broadband is not automatic and can only occur when:
  - 69.1. there is work available at the higher level in accordance with the APS Work Level Standards; and
  - 69.2. the employee's performance is assessed as meeting the requirements for salary advancement for both key business deliverables and observable work behaviours; and
  - 69.3. the employee demonstrates an ability to undertake the higher-level work, and if appropriate has the necessary qualifications, skills and/or experience.
70. An employee who is successful in an open merit selection process consistent with the PS Act can also move between classification levels in the broadband.

### Work Level Standards

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

## Section 5: Working hours and arrangements

### Job security

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

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

#### *Reporting*

73. Where a consultative committee is in place, the National Blood Authority will report to the SPF 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 National Blood Authority.

#### *Pathways to permanency*

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

### Casual (irregular or intermittent) employment

75. A casual (irregular or intermittent) employee is defined in the definitions section.
76. A decision to expand the use of casual employees is subject to section 10 of this agreement.
77. The National Blood Authority will regularly review the working arrangements of casual employees to assess if they are genuinely performing irregular or intermittent duties, and report de-identified outcomes to the consultative committee, where one is in place.
78. Remuneration for casual employees is on an hourly basis. A casual employee will receive a 25 per cent loading on the base hourly rate of their classification as set out in this agreement.
79. 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.
80. A casual employee will be engaged for a minimum of 3 hours per engagement or will be paid for a minimum of 3 hours at the appropriate casual rate.
81. A casual employee who is eligible for a Workplace Responsibility Allowance will be paid the full amount.

## Non-ongoing employment

82. A non-ongoing employee is defined in the definitions section.
83. Non-ongoing employees will generally have the same terms and conditions of employment as ongoing employees under this agreement's terms, except:
  - 83.1. personal/carer's leave accrual at clause 173;
  - 83.2. redundancy provisions at clauses 369 to 398, subject to clause 84.
84. If the non-ongoing employee's contract is not permitted by section 333E of the FW Act, then the redundancy provisions at clauses 369 to 398 will apply.
85. If the redundancy provisions apply to an employee under clause 84, the agency must adhere to the consultation requirements at Section 10 and where applicable, the consultation provisions in the redundancy, redeployment and retraining section.

## Working hours

86. The standard 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.
87. The standard hours of work for full-time employees are 8:30am to 12:30pm and 1.30pm to 5.00pm Monday to Friday.
88. Hours of work are to be performed within a bandwidth of 7:00am to 7:00pm, Monday to Friday.
89. The maximum hours of working without a break is 5 hours, after which a minimum of a complete 30-minute break from work is required. The 30-minute break is to be deducted from an employee's daily work hours.
90. The pattern of hours by which employees meet their standard hours of work 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 Policy* on the intranet.
91. 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.
92. Nothing in these provisions prevents the Agency Head from reverting an employee to standard hours of work where an employee fails to maintain a satisfactory pattern of attendance, subject to the flexible work arrangements in clauses 115 to 142, where those provisions apply.

## **Flex for APS1-6 classifications**

93. APS classified employees are to record flex time as a minute-for-minute account for working time. 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 as soon as practicable.
94. 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.
95. 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.

## **Executive Level TOIL**

96. Executive level (EL) employees are sometimes required to work reasonable additional hours. Consistent with the NES, employees may refuse to work unreasonable additional hours.
97. 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 National Blood Authority.
98. 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.
99. 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.
100. 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.
101. 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.
102. Requests from EL employees to access flexible time off which are consistent with their agreed working arrangements are to be supported, subject to operational requirements.

## Overtime and restriction

### *Overtime*

#### **APS1-6 employees**

103. Flexible working provisions or flex time provisions will generally be used to recognise work in excess of normal agreed working patterns.
104. Where it is impractical for an employee 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 APS6 level and below.
105. APS1-6 part time employees are eligible for overtime for work performed at the direction of the Agency Head which is:
  - 105.1. not continuous with the employee's agreed or specified hours of work; and/or
  - 105.2. beyond the total ordinary hours of work in the settlement period specified in the employee's part-time work agreement.
106. Subject to clause 105, a part time APS1-6 employee will be eligible for overtime for work performed in excess of the agreed hours of duty over the settlement period, unless they elect to receive those additional hours as flex under clauses 93 to 95.
107. Employees who are restricted in accordance with clause 112 who are required to perform duty while restricted will receive overtime payment where they perform work outside the bandwidth Monday to Friday and on Saturday, Sunday and public holidays.
108. The following overtime rates will apply:
  - a. Monday to Saturday: time and a half;
  - b. Sunday: double time; and
  - c. Public holidays and Christmas closedown: double time and a half.
109. An employee who is eligible for overtime payment on a public holiday or a Christmas closedown day which falls on a weekday, will be paid overtime at double-time and a half for duty outside of standard hours (see clause 87) or the agreed pattern of hours. For duty within standard hours or an agreed pattern of hours overtime will be paid at single time and a half as employees are already being paid for the public holiday and annual closedown.
110. Where overtime is performed outside the bandwidth on a weekday, employees will receive overtime payment for a minimum of one hour. Where overtime is worked on a weekend or on a public holiday, recompense for a minimum period of three [3] hours will apply.

### *Restriction*

111. A restricted on-call allowance will be paid to any APS1-EL1 employee (inclusive) who is a restricted on call employee.
112. Employees who are directed to be on-call outside of standard bandwidth hours and on weekends and public holidays in support of operational requirements are subject to restriction.

- 113. When on-call, employees are required to:
  - 113.1. Attend to any business continuity issues that may arise;
  - 113.2. Remain within mobile phone coverage areas at all times; and
  - 113.3. Be fit to perform their on-call duties/responsibilities without risk of injury to themselves or others.
- 114. A restricted employee, will be paid a restriction allowance at a rate per day as per the following:

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Public Holidays and Closedown
\$80	\$80	\$80	\$80	\$80	\$120	\$160	\$160

**Flexible working arrangements**

- 115. The National Blood Authority, employees and their union recognise:
  - 115.1. the importance of an appropriate balance between employees’ personal and working lives, and the role flexible working arrangements can play in helping to achieve this balance;
  - 115.2. access to flexible work can support strategies to improve diversity in employment and leadership in the APS;
  - 115.3. access to flexible work supports APS capability, and can assist in attracting and retaining the employees needed to deliver for the Australian community, including employees located at a wider range of locations;
  - 115.4. that flexibility applies to all roles in the National Blood Authority, and different types of flexible working arrangements may be suitable for different types of roles or circumstances; and
  - 115.5. requests for flexible working arrangements are to be considered on a case-by-case basis, with a bias towards approving requests.
- 116. The National Blood Authority is committed to engaging with employees and their union to build a culture that supports flexible working arrangements across the National Blood Authority at all levels. This may include developing and implementing strategies through the SPF.
- 117. 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*

- 118. The following provisions do not diminish an employee’s entitlement under the NES.
- 119. An employee may make a request for a formal flexible working arrangement.

120. The request must:
  - 120.1. be in writing;
  - 120.2. set out details of the change sought (including the type of arrangement sought and the proposed period the arrangement will operate for); and
  - 120.3. set out the reasons for the change, noting the reasons for the change may relate to the circumstances set out at section 65(1A) of the FW Act.
121. The Agency Head must provide a written response to a request within 21 days of receiving the request.
122. The response must:
  - 122.1. state that the Agency Head approves the request and provide the relevant detail in clause 123; or
  - 122.2. if following discussion between the National Blood Authority and the employee, the agency and the employee agree to a change to the employee's working arrangements that differs from that set out in the request – set out the agreed change; or
  - 122.3. state that the Agency Head refuses the request and include the following matters;
    - 122.3.1. details of the reasons for the refusal; and
    - 122.3.2. set out the agency's particular business grounds for refusing the request, explain how those grounds apply to the request; and
    - 122.3.3. either:
      - 121.3.3.1 set out the changes (other than the requested change) in the employee's working arrangements that would accommodate, to any extent, the employee's circumstances outlined in the request and that the agency would be willing to make; or
      - 121.3.3.2 state that there are no such changes; and
    - 122.3.4. state that a decision to refuse the request, or failure to provide a written response within 21 days is subject to the dispute resolution procedures of the enterprise agreement, and if the employee is an eligible employee under the FW Act, the dispute resolution procedures outlined in sections 65B and 65C of the FW Act
123. Where the Agency Head approves the request this will form an arrangement between the agency and the employee. Each arrangement must be in writing and set out:
  - 123.1. any security and work health and safety requirements;
  - 123.2. a review date (subject to clause 127); and
  - 123.3. the cost of establishment (if any).



124. The Agency Head may refuse to approve the request only if:
  - 124.1. the National Blood Authority has discussed the request with the employee; and
  - 124.2. the National Blood Authority 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
  - 124.3. the National Blood Authority and the employee have not reached such an agreement; and
  - 124.4. the National Blood Authority has had regard to the consequences of the refusal for the employee; and
  - 124.5. the refusal is on reasonable business grounds.
125. Reasonable business grounds include, but are not limited to:
  - 125.1. the new working arrangements requested would be too costly for the National Blood Authority;
  - 125.2. there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested;
  - 125.3. it would be impractical to change the working arrangements of other employees, or to recruit new employees, to accommodate the new working arrangements requested;
  - 125.4. the new working arrangements requested would be likely to result in a significant loss in efficiency or productivity;
  - 125.5. the new working arrangements requested would be likely to have a significant negative impact on customer service; and
  - 125.6. it would not be possible to accommodate the working arrangements without significant changes to security requirements, or where work health and safety risks cannot be mitigated.
126. For First Nations employees, the National Blood Authority must consider connection to country and cultural obligation in responding to requests for altering the location of work.
127. Approved flexible working arrangements will be reviewed by the National Blood Authority 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*

128. An employee may request to vary an approved flexible working arrangement in accordance with clause 120. An employee may request to pause or terminate an approved flexible working arrangement.
129. The Agency Head may vary, pause or terminate an approved flexible working arrangement on reasonable business grounds, subject to clause 131.

130. The agency must provide reasonable notice if varying, pausing or terminating a flexible working arrangement without the agreement of the employee, having regard to the circumstances of the employee. Exceptions to this requirement are urgent and critical operational circumstances or an employee's demonstrated and repeated failure to comply with the agreed arrangements.
131. Prior to varying, pausing or terminating the arrangement under clause 129, the National Blood Authority must have:
  - 131.1. discussed with the employee their intention to vary, pause or terminate the arrangement with the employee;
  - 131.2. genuinely tried to reach an agreement with the employee about making changes to the employee's working arrangements to accommodate the employee's circumstances (subject to any reasonable business grounds for alteration);
  - 131.3. had regard to the consequences of the variation, pause or termination for the employee;
  - 131.4. ensured the variation, pause or termination is on reasonable business grounds; and
  - 131.5. informed the employee in writing of the variation, pause or termination to the approved flexible working arrangement, including details set out in clause 122.3.

*Working from home*

132. The National Blood Authority 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.
133. The National Blood Authority may provide equipment necessary for, or reimbursement, for all or part of the costs associated with establishing a working from home arrangement.
134. An employee working from home is covered by the same employment conditions as an employee working at an office site under this agreement.
135. The agency will provide employees with guidance on working from home safely.
136. Employees will not be required by the National Blood Authority 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 National Blood Authority will consider the circumstances of the employees and options to achieve work outcomes safely.

*Ad-hoc arrangements*

137. 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.
138. Employees should, where practicable, make the request in writing and provide as much notice as possible.
139. Requests for ad-hoc arrangements are not subject to the request and approval processes detailed in clauses 118 to 127.

140. The National Blood Authority 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.
141. Where a regular pattern of requests for ad-hoc arrangements from an employee emerges, the National Blood Authority should consider whether it is appropriate to seek to formalise the arrangement with the employee.

#### *Altering span of hours*

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

### **Part-time work**

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

### **Christmas Closedown**

145. The National Blood Authority 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.
146. 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 standard 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).
147. There will be no deduction from Annual or Personal/Carer's or Defence service sick leave credits from the Christmas closedown days.

### **Public holidays**

148. Employees are entitled to the following holidays each year as observed at their usual work location in accordance with the FW Act:
  - 148.1. 1 January (New Year's Day);
  - 148.2. 26 January (Australia Day);
  - 148.3. Good Friday and the following Monday;
  - 148.4. 25 April (Anzac Day);

- 148.5. the King's birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory);
  - 148.6. 25 December (Christmas Day);
  - 148.7. 26 December (Boxing Day); and
  - 148.8. any other day, or part day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a public holiday, other than a day or part day, or a kind of day or part day, that is excluded by the *Fair Work Regulations 2009* from counting as a public holiday.
- 149. 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.
  - 150. 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.
  - 151. The Agency Head 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.
  - 152. 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.
  - 153. Where a public holiday falls during a period when an employee is absent on leave (other than annual leave, paid personal/carer's leave, purchased 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.)
  - 154. 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 148.1 to 148.8.
  - 155. 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.
  - 156. 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 Agency Head may allow the employee to change their planned day off so that it does not fall on a public holiday. If it is not possible to change their planned day off, the employee will be credited an equivalent amount of time to their regular hours for the day in flex credits or EL TOIL in recognition of their planned day off.

## Section 6: Leave

### Annual leave

157. Full time employees (other than casual employees) will accrue 4 weeks (20 days) of annual leave for each completed year of service. Part time employees will accrue annual leave on a pro rata basis for standard hours worked. Annual leave will accrue daily and be credited fortnightly.
158. Accrued annual leave may be taken with the approval of the Agency Head. Approval of an application for annual leave will not be unreasonably withheld. Where possible, annual leave is to be applied for in advance.
159. Annual leave may be taken at half pay, where an employee will be entitled to twice as much leave when taken at half pay. However, unless approved by the Agency Head, it may not be taken at half pay where the employee has excess annual leave (see clause 162).
160. 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.
161. Employees will receive payment in lieu of any untaken annual leave upon separation from the APS. The leave will be paid out on the same basis as if the employee had taken leave.

### *Excess annual leave*

162. The Agency Head may direct an employee who has more than the equivalent of two years of annual leave credit (8 weeks or 40 days for a full-time employee) to take annual leave. The employee must take annual leave if directed to do so.
163. Employees will be given two months' notice to reduce their leave balance to below the equivalent of two years leave annual leave credit within six months of the date of the direction.

### *Cash out of annual leave*

164. 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 2.5 years of annual leave credits, provided:
  - 164.1. the employee has taken at least two weeks annual leave or long service leave in the preceding 12 months; and
  - 164.2. they would have at least four weeks (or equivalent pro-rate amount for part-time employees) annual leave credits remaining.
165. The employee will be paid salary as if the employee took the leave. The National Blood Authority will not require an employee cash out annual leave.

## **Purchased leave**

166. The Agency Head may approve an employee's request to purchase up to four (4) weeks of additional leave per calendar year.
167. Salary deductions for purchased leave will be made from the employee's gross salary.
168. Purchased leave will count as service for all purposes. The employee's salary for superannuation purposes continues to be their salary as if they had not purchased leave.

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

169. An employee is entitled to 18 days paid leave per annum (pro-rata for part-time employees).
170. Leave at half pay may be approved by the Agency Head.
171. The Agency Head may grant leave without pay where the employee is ill or injured and has no available credits.

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

172. For an ongoing employee, 18 days personal/carer's leave will be credited upon an employee's commencement with the APS. In subsequent years, the employee's leave will accrue daily, with leave credited fortnightly.
173. For a non-ongoing employee, personal/carer's leave will be credited upon the employee's commencement with the agency. 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 monthly.
174. 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, subject to notifying the employee's manager and providing satisfactory evidence.

### *Use of personal/carers' leave*

175. Personal/carer's leave can be used, subject to available credits:
  - 175.1. due to personal illness or injury;
  - 175.2. to attend appointments with a registered health practitioner;
  - 175.3. to manage a chronic condition;
  - 175.4. to provide care or support for a family or household member or a person they have caring responsibilities for; because:
    - 175.4.1. of a personal illness or injury affecting the person; and
    - 175.4.2. of an unexpected emergency affecting the other person.

176. An employee can access personal/carers' leave to care for a family member who :
- 176.1. has a medical condition, including when they are in hospital;
  - 176.2. has a mental illness;
  - 176.3. has a disability;
  - 176.4. is frail or aged; and
  - 176.5. is a child, not limited to a child of the employee.

*Evidence*

177. Evidence may be requested after:
- 177.1. more than 3 consecutive days; and
  - 177.2. more than 8 days without evidence in a calendar year.
178. Acceptable evidence includes:
- 178.1. certificate from a registered health practitioner;
  - 178.2. statutory declaration; and
  - 178.3. another form of evidence approved by the Agency Head.
179. 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.

**Portability of leave**

180. Where an employee moves into the National Blood Authority from another APS agency where they were an ongoing employee, the employee's unused accrued annual leave and personal/carers' leave will be transferred, provided there is no break in continuity of service.
181. Where an employee is engaged in the National Blood Authority 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/carers' leave will be recognised unless the employee received payment in lieu of those entitlements on cessation of employment.
182. Where an employee is engaged as an ongoing employee in the National Blood Authority, and immediately prior to the engagement the person was employed as a non-ongoing APS employee (whether in the agency or another), at the employee's request, any unused accrued annual leave (excluding accrued leave paid out on separation) and personal/carers' leave will be recognised.
183. Where an employee is engaged as a non-ongoing APS employee, and immediately prior to the engagement the person was employed as a non-ongoing APS employee (whether in the agency or another) at the employee's request, any unused accrued annual leave (excluding accrued leave paid out on termination of employment) and personal/carers' leave will be recognised.

184. Where an employee is engaged as an ongoing employee in the National Blood Authority, 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 2), the Agency Head will offer to recognise any unused accrued personal/carer's leave at the employee's request. 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.
185. Where an employee is engaged as an ongoing employee in the National Blood Authority, and immediately prior to the engagement the person was employed by a State or Territory Government, the Agency Head may recognise any unused accrued personal/carer's leave, provided there is not a break in continuity of service.
186. For the purposes of this provision, an employee with a break in service of less than 2 months is considered to have continuity of service.

### **Re-crediting of leave**

187. When an employee is on:
  - 187.1. annual leave; or
  - 187.2. purchased leave; or
  - 187.3. defence reservist leave;
  - 187.4. First Nations ceremonial leave;
  - 187.5. NAIDOC leave;
  - 187.6. cultural leave; or
  - 187.7. long service leave; andbecomes eligible for, under legislation or this agreement:
  - 187.8. personal/carer's leave; or
  - 187.9. compassionate or bereavement leave; or
  - 187.10. jury duty; or
  - 187.11. emergency services leave; or
  - 187.12. leave to attend to family and domestic violence circumstances; or
  - 187.13. parental leave, premature birth leave, stillbirth leave or pregnancy loss leave;the affected period of leave will be re-credited.
188. 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.
189. Re-crediting is subject to appropriate evidence of eligibility for the substituted leave.



## Long service leave

190. An employee is eligible for long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.
191. 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 187 of this agreement.

## Miscellaneous leave

192. The Agency Head may grant miscellaneous leave with or without pay.
193. Miscellaneous leave may be granted:
  - 193.1. to count as service or not to count as service; and
  - 193.2. subject to certain conditions.
194. Miscellaneous leave will only be granted to casual employees for family and domestic violence purposes or where required by government directive.

## Cultural, ceremonial and NAIDOC leave

### *NAIDOC leave*

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

### *First Nations ceremonial leave*

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

### *Cultural leave*

201. The Agency Head may grant up to 3 days of paid leave per calendar year for the purpose of attending significant religious or cultural obligations associated with the employees' particular faith or culture.
202. The Agency Head may approve additional leave for cultural purposes as miscellaneous leave, with or without pay.

- 203. Cultural leave can be taken as part days.
- 204. For the avoidance of doubt, this leave does not cover cultural purposes or obligations which are eligible for paid leave under clause 197.

## Parental leave

- 205. A primary caregiver or secondary caregiver and ML Act is defined in the definitions section.
- 206. 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 or a secondary caregiver for the particular parental leave period and cannot switch roles for the purpose of accessing additional paid leave.
- 207. 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.
- 208. 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*

- 209. An employee is entitled to parental leave with pay as per clauses 211 and 212 below within the parental leave period. Any further parental leave during the parental leave period is without pay. Unused paid parental leave remaining at the end of the employee's parental leave period will lapse. An employee may choose to use their accrued paid leave entitlements in accordance with usage and eligibility requirements in this agreement during the parental leave period that would otherwise be without pay.
- 210. Employees newly engaged or who have moved to the National Blood Authority from another APS agency are eligible for the paid parental leave in clauses 211 and 212 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 211 and 212, the balance is available to the employee.

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

*Table 2: Primary caregivers - circumstances for paid parental leave*

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

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

*Table 3: Secondary caregivers - circumstances for paid parental leave*

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

213. **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.
214. **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.
215. **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*

216. 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:
- 216.1. is under 16 as at the day (or expected day) of placement;
  - 216.2. has not lived continuously with the employee for a period of six months or more as at the day (or expected day) of placement; and
  - 216.3. is not (otherwise than because of the adoption) a child of the employee or the employee's spouse or de facto partner.
217. 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*

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

*Pregnancy loss leave*

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

*Premature birth leave*

222. 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*

223. 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 18 until after the legislated paid maternity leave is used.

## Compassionate leave

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

## Bereavement leave

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

## Sabbatical leave

232. An employee may apply for up to 12 months of sabbatical leave after three years of continuous employment with the National Blood Authority.
233. The Agency Head may grant sabbatical leave:
- 233.1. as paid or unpaid;
  - 233.2. to count or not count as service; and/or
  - 233.3. subject to conditions, including an agreement with the employee to purchase the leave.

## Emergency response leave

234. In line with section 108 of the FW Act, an employee who engages in an eligible community service activity can get emergency response leave to volunteer for emergency management duties for:
- 234.1. the time engaged in the activity;
  - 234.2. reasonable travelling time; and
  - 234.3. reasonable recovery time.
235. Full-time and part-time employees will be able to access 20 working days of paid emergency response leave at their full rate of pay per year if required. The Agency Head may provide additional emergency response leave with pay.
- 235.1. For the purposes of this clause, full rate of pay is to be as if the employee was at work.
236. Paid leave may be refused where the employee's role is essential to the National Blood Authority's response to the emergency.
237. 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.
238. The Agency Head may approve reasonable paid or unpaid leave for ceremonial duties and training.
239. Emergency response leave, with or without pay, will count as service.

## Jury duty

240. 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.
241. Full and part-time employees will be released from duty on full pay. Payment for casuals will be as per the relevant state legislation.
- 241.1. For the purposes of this clause, full rate of pay is to be as if the employee was at work.
242. The employee is required to inform their manager before they are released from duty and provide evidence of the need to attend.
243. 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 National Blood Authority for the period of absence. This will be administered in accordance with the overpayments clause.

## Defence reservist leave

244. The Agency Head will give an employee leave with or without pay to undertake:
- 244.1. Australian Defence Force (ADF) Reserve and continuous full-time service (CFTS); and
  - 244.2. Australian Defence Force Cadet obligations.
245. An employee who is a Defence Reservist can take leave with pay for:
- 245.1. up to 4 weeks (20 days) in each financial year (pro-rata for part-time employees); and
  - 245.2. an extra 2 weeks (10 days) in the first year of ADF Reserve service (pro-rata for part-time employees).
246. Leave can be built up and taken over 2 consecutive years. This includes the extra 2 weeks in the first year of service.
247. 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:
- 247.1. Australian Navy Cadets;
  - 247.2. Australian Army Cadets; and
  - 247.3. Australian Air Force Cadets.
248. In addition to the entitlement at clause 245, 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.
249. Paid defence reservist leave counts for service.
250. Unpaid defence reservist leave for 6 months or less counts as service for all purposes. This includes periods of CFTS.
251. Unpaid leave taken over 6 months counts as service, except for annual leave.
252. An employee will not need to pay their tax free ADF Reserve salary to their agency for any reason.

## Defence service sick leave

253. 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:
- 253.1. war-like service; or
  - 253.2. non-war like service.

254. An eligible employee can get 2 credits:
- 254.1. an initial credit of 9 weeks (45 days) defence service sick leave will apply as of the later below option
    - 254.1.1. they start employment with the APS; or
    - 254.1.2. DVA certifies the condition; and
  - 254.2. an annual credit of 3 weeks (15 days) defence service sick leave.
255. 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.
256. Unused annual credits can be built up to 9 weeks.
257. An employee cannot use annual credits until the initial credit is exhausted.
258. Defence service sick leave is paid and counts as service for all purposes.

### **Leave to attend proceedings (witness leave)**

259. 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.
260. An employee who is not covered under clause 259, 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 National Blood Authority.
261. An employee may otherwise be granted paid or unpaid miscellaneous leave by the Agency Head 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.
262. The Agency Head may refuse to release an employee from duty having regard to business requirements and whether the employee's attendance is necessary for the Court, Tribunal or Royal Commission hearing.



## Section 7: Employee support and workplace culture

### Blood donation

263. 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.
264. The employee must inform their manager in advance of when they will be away from work before donating blood, plasma or platelets.

### Vaccinations

265. The National Blood Authority will offer annual influenza vaccinations at no cost to all employees and members of an employee's family listed under parts a, b, c and f of the definition in Clause 16.
266. Where the National Blood Authority requires an employee performing a role to be vaccinated for a particular condition, this vaccination will be offered at no expense to the employee.

### Employee Assistance Program

267. 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 National Blood Authority and will be accessible on paid time.

### Respect at work

#### *Principles*

268. The National Blood Authority values a safe, respectful and inclusive workplace free from physical and psychological harm, harassment, discrimination and bullying. The National Blood Authority recognises that preventing sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace is a priority.
269. The National Blood Authority 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*

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

## Family and domestic violence support

271. The National Blood Authority will provide support for employees affected by family and domestic violence, depending on the employee's circumstances.
272. The National Blood Authority recognises that a holistic approach should be taken to support the employee, appropriate for the employee's individual circumstances.
273. Family and domestic violence support provisions, including paid leave, are available to all employees covered by this agreement.
274. An employee experiencing family and domestic violence support is able to access paid miscellaneous leave. Reasons an employee experiencing family and domestic violence may access this leave include, but are not limited to:
  - 274.1. illness or injury affecting the employee resulting from family and domestic violence;
  - 274.2. providing care or support to a family member (including a household member) who is also experiencing family and domestic violence, and is ill or injured as a result of family and domestic violence;
  - 274.3. providing care or support to a family member (including a household member) who is also experiencing family and domestic violence, and is affected by an unexpected emergency as a result of family and domestic violence;
  - 274.4. making arrangements for the employee's safety, or the safety of a close relative;
  - 274.5. accessing alternative accommodation;
  - 274.6. accessing police services;
  - 274.7. attending court hearings;
  - 274.8. attending counselling; and
  - 274.9. attending appointments with medical, financial or legal professionals.
275. This entitlement exists in addition to an employee's existing leave entitlements and may be taken as consecutive day, single days or part days and will count for service for all purposes.
276. 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.
277. These provisions do not reduce an employee's entitlement to family and domestic violence leave under the NES.
278. 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.
279. 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.
280. Evidence may be requested to support the National Blood Authority 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 National Blood Authority will require, unless the employee chooses to provide another form of evidence.

281. 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.
282. The National Blood Authority will take all reasonable measures to treat information relating to family and domestic violence confidentially. The National Blood Authority will adopt a 'needs to know' approach regarding communication of an employee's experience of family and domestic violence, subject to steps the National Blood Authority may need to take to ensure the safety of the employee, other employees or persons, or mandatory reporting requirements.
283. Where the National Blood Authority needs to disclose confidential information for purposes identified in clause 282, where it is possible the National Blood Authority will seek the employee's consent and take practical steps to minimize any associated safety risks for the employee and/or privacy breaches.
284. The National Blood Authority 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.
285. 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.
286. The National Blood Authority 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.
287. Further information about leave and other support available to employees affected by family and domestic violence may be found in policy.

### **Integrity and transparency (including scientific integrity)**

288. The National Blood Authority 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 National Blood Authority decisions.
289. 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.
290. Employees can, during their ordinary work hours, take time to:
  - 290.1. access an APS-wide ethics advisory service or another similar service provided by a professional association such as a law society or in the agency; and
  - 290.2. attend National Blood Authority mandated training about integrity.

## **First Nations employment (cultural competency training)**

291. The Agency Head 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.
292. Any new substantive, ongoing EL2 employee who commences after 6 months of the commencement of this agreement will be required to complete a relevant First Nations cultural competency training course within 6 months of their engagement or promotion.

## **Lactation and breastfeeding support**

293. Reasonable paid time during work hours will be provided for lactation breaks for breastfeeding, expressing milk and other associated activities.
294. The National Blood Authority will provide access to appropriate facilities for the purpose of breastfeeding or expressing milk, subject to clause 295. In considering whether a space is appropriate, an agency should consider whether:
  - 294.1. there is access to refrigeration;
  - 294.2. the space is lockable; and
  - 294.3. there are facilities needed for expressing such as appropriate seating.
295. Where it is not practicable for a National Blood Authority site to have a designated space, a flexible approach will be taken so that the employee can access the support required.
296. The National Blood Authority will facilitate discussion between individual employees and their managers about accommodating the employee's lactation needs and practical arrangements to meet these needs.
297. The manager and employee shall discuss any flexible working arrangements that may be needed to support lactation. This may include consideration of arrangements such as working from home and/or remote working or varying work hours on an ad hoc or regular basis. Wherever possible, requests by an employee will be accommodated, noting these needs may change over time.
298. Further information is available in policy.

## **Disaster support**

299. 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 Agency Head will consider flexible working arrangements to assist the employee to perform their work.
300. Where flexible working arrangements are not appropriate, the Agency Head 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.

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

## Section 8: Performance and development

### Performance management

302. All employees will participate in a Performance and Development agreement. Further information may be contained in policy.

#### *Addressing underperformance*

303. Management and employees will work cooperatively to identify issues that could impact on performance.

304. More information can be found in the performance improvement guidelines.

### Workloads

305. The National Blood Authority 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.

306. When determining workloads for an employee or group of employees, the National Blood Authority will consider the need for employees to strike a balance between their work and personal life.

307. Where an employee or group of employees raise that they have experienced significant workload pressures over a prolonged period of time, the National Blood Authority 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.

### Study assistance

308. An employee may seek approval for support to undertake a formal course of study at a tertiary and/or higher education institution or national accredited vocational education and training, where the study is agreed by the Agency Head.

309. Employees who are not eligible to be granted studies assistance include:

309.1. employees on probation, unless studies assistance was approved during the employment negotiation process;

309.2. ongoing APS employees who are transferred or seconded to the NBA for periods of less than 12 months (except where pre-existing study arrangements are in place and the NBA agrees to the arrangements continuing).

- 310. The Agency Head may approve support as follows:
  - 310.1. paid or unpaid miscellaneous leave to cover completion of the approved course of study fully or partially; and/or
  - 310.2. Full or partial reimbursement of the financial costs of undertaking the approved course of study.
- 311. In seeking approval for leave or financial support, an employee must provide evidence of requirements.
- 312. Further detail may be provided in policy.

### **Learning and development**

- 313. 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.

## Section 9: Travel and location-based conditions

### Travel

- 314. The National Blood Authority will meet reasonable costs, as determined by the Agency Head, for employees on official travel including accommodation, meals and any incidental expenses.
- 315. Information is set out in agency policy covering domestic and international travel.

### Relocation assistance

- 316. Where an existing employee is required to relocate at the request of the National Blood Authority (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.
- 317. Where an employee is required to relocate on engagement with the National Blood Authority, the employee will be provided with financial relocation assistance.
- 318. Reasonable expenses associated with the relocation include:
  - 318.1. the cost of transport of the employee their dependants and partner by the most economical means;
  - 318.2. removal expenses, namely the reimbursement of reasonable incurred costs of the removal of furniture and household effects of the employee, dependants and partner;
  - 318.3. the reimbursement of the cost of the insurance premium based on a reasonable replacement value; and
  - 318.4. the reasonably incurred expenses in kennelling and transport of pets, up to the amount specified in the APS Award.
- 319. Additional relocation assistance may be considered by Agency Head discretion.



## Section 10: Consultation, representation and dispute resolution

### Consultation

#### *Principles*

320. 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.
321. The National Blood Authority recognises:
- 321.1. the importance of inclusive and respectful consultative arrangements;
  - 321.2. employees and the relevant union(s) should have a genuine opportunity to influence decisions;
  - 321.3. the nature and extent of consultation will vary depending on the proposed change and the likely impact on employees. Consultation on agency policies may occur over at least 2 weeks, whereas a major change is likely to require a more extensive consultation process;
  - 321.4. consultation with employees and relevant unions(s) on workplace matters that significantly affect or materially impact them is sound management practice; and
  - 321.5. the benefits of employee and union involvement and the right of employees to be represented by their union.
322. Genuine and effective consultation involves:
- 322.1. providing employees and the relevant union(s) with a genuine opportunity to influence the decision prior to a decision being made;
  - 322.2. providing all relevant information to employees and the relevant union(s) in a timely manner to support consideration of the issues;
  - 322.3. considering feedback from employees and the relevant union(s) in the decision-making process; and
  - 322.4. advising employees and the relevant union(s) of the outcome of the process, including how their feedback was considered in the decision-making process.

#### *When consultation is required*

323. Consultation is required in relation to:
- 323.1. changes to work practices which materially alter how an employee carries out their work;
  - 323.2. changes to or the introduction of policies or guidelines relevant to workplace matters (unless the changes are minor or procedural);
  - 323.3. major change that is likely to have a significant effect on employees;

- 323.4. implementation of decisions that significantly affect employees;
  - 323.5. changes to employees' regular roster or ordinary hours of work (subject to any other relevant provisions in this agreement); and
  - 323.6. other workplace matters that are likely to significantly or materially impact employees.
324. The National Blood Authority, employees and the relevant union(s) recognise that consultation prior to a decision may not be practicable where a decision is made by Government or is required due to matters beyond the reasonable control of the agency. In these circumstances, consultation regarding the implementation of the decision will occur as early as is reasonably practicable.

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

325. This clause applies if the National Blood Authority:
- 325.1. proposes to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
  - 325.2. proposes to introduce a change to the regular roster or ordinary hours of work of employees.

*Representation*

326. 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.
327. The National Blood Authority must recognise the representative if:
- 327.1. a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - 327.2. the employee or employees advise the employer of the identity of the representative.

*Major change*

328. In this clause, a major change is **likely to have a significant effect on employees** if it results in, for example:
- 328.1. the termination of the employment of employees; or
  - 328.2. major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
  - 328.3. the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - 328.4. the alteration of hours of work; or
  - 328.5. the need to retrain employees; or
  - 328.6. the need to relocate employees to another workplace; or

- 328.7. the restructuring of jobs.
329. The following additional consultation requirements in clause 330 to 336 apply to a proposal to introduce a major change referred to in clause 323.3.
330. Consultation with employees and the relevant union(s) and/or recognised representatives will occur prior to a decision being made, subject to clause 324.
331. Where practicable, a National Blood Authority 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.
332. The National Blood Authority must notify employees and relevant union(s) and/or recognised representatives of the proposal to introduce the major change as soon as practicable.
333. As soon as practicable after proposing the change, or notifying of the change in circumstances described at clause 323.3 the National Blood Authority must:
- 333.1. discuss with affected employees and relevant union(s) and/or other recognised representatives:
  - 333.2. the proposed change;
    - 333.2.1. the effect the proposed change is likely to have on the employees; and
    - 333.2.2. proposed measures to avert or mitigate the adverse effect of the proposed change on the employees; and
      - 333.2.2.1. for the purposes of the discussion – provide, in writing, to employees and the relevant union(s) and/or other recognised representatives:
      - 333.2.2.2. all relevant information about the proposed change, including the nature of the change proposed; and
      - 333.2.2.3. information about the expected effects of the proposed change on the employees; and
      - 333.2.2.4. any other matters likely to affect the employees.
334. The National Blood Authority 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.
335. However, the National Blood Authority is not required to disclose confidential or commercially sensitive information to employees and the relevant union(s) and/or other recognised representatives.
336. 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 National Blood Authority, the requirements set out in clauses 330 to 335 are taken not to apply.

*Change to regular roster or ordinary hours of work*

337. The following additional consultation requirements in clause 338 to 341 apply to a proposal to introduce a change referred to in clause 323.5

338. The National Blood Authority must notify affected employees and the relevant union(s) and/or other recognised representatives of the proposed change.
339. As soon as practicable after proposing to introduce the change, the National Blood Authority must:
- 339.1. discuss with employees and the relevant union(s) and/or other recognised representatives the proposed introduction of the change; and
  - 339.2. for the purposes of the discussion – provide to the employees and relevant union(s) and/or other recognised representatives:
    - 339.2.1. all relevant information about the proposed change, including the nature of the proposed change; and
    - 339.2.2. information about what the employer reasonably believes will be the effects of the proposed change on the employees; and
    - 339.2.3. information about any other matters that the employer reasonably believes are likely to affect the employees; and
  - 339.3. invite employees and the relevant union(s) and/or other recognised representatives to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
340. However, the National Blood Authority is not required to disclose confidential or commercially sensitive information to the relevant employees and the relevant union(s) and/or other recognised representatives.
341. The National Blood Authority 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*

342. 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.

**Staff Participation Forum**

343. The Staff Participation Forum will discuss relevant workplace matters.
344. The SPF will operate subject to an agreed terms of reference and structure for the term of the agreement. Representation on the SPF will be in accordance with the terms of reference.

**APS consultative committee**

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

## Dispute resolution

346. If a dispute relates to:
- 346.1. a matter arising under the agreement; or
  - 346.2. the National Employment Standards;
- this term sets out procedures to settle the dispute.
347. An employee or union who is covered by this agreement may initiate and/or be a party to a dispute under this term.
348. 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.
349. 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.
350. 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 349 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.
351. The Fair Work Commission may deal with the dispute in 2 stages:
- 351.1. the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
  - 351.2. if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
    - 351.2.1. arbitrate the dispute; and
    - 351.2.2. make a determination that is binding on the parties.

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

352. While the parties are attempting to resolve the dispute using the procedures in this term:
- 352.1. an employee must continue to perform their work as they would normally in accordance with established custom and practice at the National Blood Authority that existed immediately prior to the dispute arising unless they have a reasonable concern about an imminent risk to their health or safety; and
  - 352.2. subject to 352.1, an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless
    - 352.2.1. the work is not safe; or

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

352.2.3. the work is not appropriate for the employee to perform; or

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

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

354. Any disputes arising under the *National Blood Authority Enterprise Agreement 2015-2018* or the National Employment Standards that were formally notified under Part F2 of that agreement before the commencement of this agreement, that remain unresolved at the date of commencement of this agreement, will be progressed under the dispute resolution procedures in this agreement.

#### *Leave of absence to attend proceedings*

355. Where the provisions of 346 to 350 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 348, 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 350.

### **Delegates' rights**

356. Union delegates play an important and legitimate role in the workplace. This includes representing their members and supporting employee access to union officials and providing employee views to the agency.

357. The role of union delegates is to be respected and supported.

358. The National Blood Authority and union delegates will work together respectfully and collaboratively.

#### *Supporting the role of union delegates*

359. The National Blood Authority respects the role of union delegates to:

359.1. provide information, consult with and seek feedback from employees in the workplace on workplace matters;

359.2. consult with other delegates and union officials, and get advice and assistance from union officials;

359.3. represent the interests of members to the employer and industrial tribunals; and

359.4. represent members at relevant union forums, consultative committees or bargaining.

360. The National Blood Authority 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.

361. 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.
362. To support the role of union delegates, the National Blood Authority will, subject to legislative and operational requirements, including privacy and security requirements:
  - 362.1. provide union delegates with reasonable access to agency facilities and resources, including for paid or unpaid meetings between employees and their unions and to communicate with union officials;
  - 362.2. advise union delegates and other union officials of the agency facilities and resources available for their use, which may include telephone, photocopying, internet, and email;
  - 362.3. allow reasonable official union communication appropriate to the agency from union delegates with employees, including through email, intranet pages and notice boards. This may include providing a link to a union website for employees to access union information. Any assistance in facilitating email communications does not include an agency vetoing reasonable communications.
  - 362.4. provide access to new employees as part of induction; and
  - 362.5. provide reasonable access to union delegates to attend appropriate paid time training in workplace relations matters, during normal working hours.
363. 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 National Blood Authority before speaking publicly in that capacity, subject to the APS Code of Conduct and legislative requirements.

### **Employee representational rights**

364. 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.

## Section 11: Separation and retention

### Resignation

365. An employee may resign from their employment by giving the Agency Head at least 14 calendar days' notice.
366. At the instigation of the Agency Head, 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.
367. The Agency Head has the discretion to agree to a shorter period of notice or waive the requirement to give notice.

### Payment on death of an employee

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

### Redeployment, retraining, redundancy

369. The redeployment and redundancy provisions in this Agreement apply to ongoing employees who are not on probation.
370. An employee is an excess employee if:
- 370.1. 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 National Blood Authority;
  - 370.2. the services of the employee cannot be effectively used because of technological or other changes in the work methods of the National Blood Authority or changes in the nature, extent or organisation of the functions of the National Blood Authority; or
  - 370.3. 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.



371. The following principles will apply throughout the process:
- 371.1. 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;
  - 371.2. 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
  - 371.3. focused discussions (spanning up to four [4] weeks) will be held with an affected employee and, where they choose, their representative, to consider:
    - 371.3.1. actions that might be taken to reduce the likelihood of the employee becoming excess to requirements;
    - 371.3.2. redeployment opportunities; and
    - 371.3.3. 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*

372. Employees who are likely to become excess to requirements will be advised by the Agency Head at the earliest practicable time.
373. 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*

374. 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.
375. At the beginning of the consideration period, the National Blood Authority will provide information without prejudice to the employee on:
- 375.1. amount of severance pay, pay in lieu of notice and accrued leave;
  - 375.2. how to ascertain the amount of their accumulated superannuation contributions;
  - 375.3. their options concerning superannuation;
  - 375.4. taxation rules applicable to each form of payment;
  - 375.5. financial assistance to assist with expenses incurred for independent financial advice (up to the value of \$400).
376. 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.

377. 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 clause 375. 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*

378. An employee who elects for retrenchment with a redundancy benefit and whose employment is terminated by the Agency Head under section 29 of the PS Act on the grounds that he/she is excess to the requirements of the agency, is entitled to:
- 378.1. payment of a redundancy benefit of an amount equal to two [2] weeks' salary for each completed year of continuous service; plus
  - 378.2. a pro-rata payment for completed months of service since the last completed year of service; subject to
  - 378.3. any minimum amount the employee is entitled to under the NES.
  - 378.4. The minimum sum payable will be four (4) weeks' salary and the maximum will be 48 weeks' salary.
379. 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*

380. Redundancy payments will be calculated on:
- 380.1. the employee's salary on the date of termination;
  - 380.2. 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
  - 380.3. 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.
381. Service for the purposes of calculating redundancy payments means:
- 381.1. service in the National Blood Authority;
  - 381.2. Government service as defined in section 10 of the LSL Act;;
  - 381.3. 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;
  - 381.4. service with the Australian Defence Force;
  - 381.5. APS service immediately preceding deemed resignation (as defined), if the service has not previously been recognised for redundancy pay purposes; and

- 381.6. 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.
382. Periods of service that will not count as service for redundancy pay purposes are any periods of service that ceased by way of:
- 382.1. termination under section 29 of the PS Act;
  - 382.2. 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;
  - 382.3. voluntary retirement at or above the minimum retiring age applicable to the employee; or
  - 382.4. payment of an employer-financed retirement benefit.
383. 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).
384. Absences from work which do not count as service for any purpose will not count as service for redundancy pay purposes.

*Involuntary redundancy*

385. The Agency Head will not, under section 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.
386. 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.
387. 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.
388. An employee who does not elect for voluntary redundancy will not have their employment terminated under section 29 of the PS Act without agreement during the retention period.

*Retention period - redundancy*

389. 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.

390. 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*

391. 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:
- 391.1. the Agency Head may, with agreement of the employee, terminate the employee's employment under section 29 of the PS Act; and
  - 391.2. upon termination, the employee will be paid a lump sum comprising:
    - 391.2.1. 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
    - 391.2.2. the employee's NES entitlement to redundancy pay.
392. 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.
393. 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*

394. During the retention period the manager:
- 394.1. will assist the employee with attempts to find alternative employment; and/or
  - 394.2. may on request provide assistance in meeting reasonable travel costs and incidental expenses incurred in seeking alternative employment; and/or
  - 394.3. 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.
395. 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.

396. Where the Agency Head involuntary terminates the employment of an employee under section 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 weeks' notice for an employee over 45 years of age with at least five years of continuous service) of termination to be served (as far as practicable) concurrently with the retention period.
397. The employee will be paid for any unexpired portion of the notice period after separation.
398. The Agency Head may terminate the employment of an employee under section 29 of the PS Act after the expiration of the retention period.

# Attachment A – Base salaries

## APS Salary Structure

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Classification	Salary levels	As at 31 August 2023	Following roll-in of recognition and retention payment	From the later of commencement of the agreement or 14 March 2024	From 13 March 2025	From 12 March 2026
APS1	1	\$48,998	\$49,864	\$52,000*	\$54,516*	\$57,497*
	2	\$50,749	\$51,615	\$53,680	\$55,720	\$57,614
	3	\$52,486	\$53,352	\$55,486	\$57,594	\$59,552
	4	\$55,046	\$55,912	\$58,148	\$60,358	\$62,410
APS2	1	\$57,287	\$58,153	\$60,479	\$62,777	\$64,911
	2	\$59,007	\$59,873	\$62,268	\$64,634	\$66,832
	3	\$60,776	\$61,642	\$64,108	\$66,544	\$68,806
	4	\$62,513	\$63,379	\$65,914	\$68,419	\$70,745
APS3	1	\$66,200	\$67,066	\$69,749	\$72,399	\$74,861
	2	\$68,706	\$69,572	\$72,355	\$75,104	\$77,658
	3	\$70,049	\$70,915	\$73,752	\$76,555	\$79,158
	4	\$73,381	\$74,247	\$77,217	\$80,151	\$82,876
APS4	1	\$75,005	\$75,871	\$78,906	\$81,904	\$84,689
	2	\$77,068	\$77,934	\$81,051	\$84,131	\$86,991
	3	\$79,253	\$80,119	\$83,324	\$86,490	\$89,431
APS5	1	\$81,580	\$82,446	\$85,744	\$89,002	\$92,028
	2	\$83,796	\$84,662	\$88,048	\$91,394	\$94,501
	3	\$86,104	\$86,970	\$90,449	\$93,886	\$97,078
APS6	1	\$89,995	\$90,861	\$94,495	\$98,086	\$101,421
	2	\$94,358	\$95,224	\$99,033	\$102,796	\$106,291
	3	\$99,305	\$100,171	\$104,178	\$108,137	\$111,814
	4	\$101,526	\$102,392	\$106,488	\$110,535	\$114,293
EL1	1	\$111,076	\$111,942	\$116,420	\$120,844	\$124,953
	2	\$115,405	\$116,271	\$120,922	\$125,517	\$129,785
	3	\$121,143	\$122,009	\$126,889	\$131,711	\$136,189
	4	\$126,156	\$127,022	\$132,103	\$137,123	\$141,785
EL2	1	\$132,002	\$132,868	\$138,183	\$143,434	\$148,311
	2	\$143,917	\$144,783	\$150,574	\$156,296	\$161,610
	3	\$148,721	\$149,587	\$155,570	\$161,482	\$166,972

\*Adjusted for pay fragmentation

Legal Salary Structure

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Broadband	Salary levels	As at 31 August 2023	Following roll-in of recognition and retention payment	From the later of commencement of the agreement or 14 March 2024	From 13 March 2025	From 12 March 2026
Legal 1	APS3	\$72,884	\$73,750	\$76,700	\$79,615	\$82,322
	<b>Soft barrier – subject to satisfactory performance, work availability and capability</b>					
	APS4	\$78,095	\$78,961	\$82,119	\$85,240	\$88,138
	<b>Soft barrier – subject to satisfactory performance, work availability and capability</b>					
	APS5	\$83,299	\$84,165	\$87,532	\$90,858	\$93,947
	<b>Soft barrier – subject to satisfactory performance, work availability and capability</b>					
	APS6.1	\$88,493	\$89,359	\$92,933	\$96,464	\$99,744
	APS6.2	\$93,714	\$94,580	\$98,363	\$102,101	\$105,572
	APS6.3	\$98,924	\$99,790	\$103,782	\$107,726	\$111,389
	<b>Soft barrier – subject to satisfactory performance, work availability and capability</b>					
	EL1.1	\$110,596	\$111,462	\$115,920	\$120,325	\$124,416
	EL1.2	\$121,478	\$122,344	\$127,238	\$132,073	\$136,563
	EL1.3	\$133,904	\$134,770	\$140,161	\$145,487	\$150,434
	<b>Hard barrier – subject to merit</b>					
Legal 2	EL2.1	\$144,037	\$144,903	\$150,699	\$156,426	\$161,744
	EL2.2	\$152,507	\$153,373	\$159,508	\$165,569	\$171,198
	EL2.3	\$157,320	\$158,186	\$164,513	\$170,764	\$176,570