



**NATIONAL ARCHIVES OF AUSTRALIA**

# **National Archives of Australia Enterprise Agreement 2024-2027**



**Australian Government**

**National Archives of Australia**



**NATIONAL ARCHIVES OF AUSTRALIA**

### **Formal acceptance of Agreement and Signatories**

#### **Employer**

Signed for, and on behalf of, the Commonwealth by the Director-General of National Archives of Australia<sup>1</sup>.

Full Name: Simon Froude  
Agency: National Archives of Australia  
Position: Director-General  
Address: East Block, Kings Avenue Parkes ACT 2600

#### **Bargaining Representative: Community and Public Sector Union**

Signed for, and on behalf of, the Community and Public Sector Union:

Full Name: Beth Vincent-Pietsch  
Organisation: Community and Public Sector Union  
Position: Deputy National President  
Address: 4/224 Bunda St Canberra ACT 2601

#### **Bargaining Representative: National Archives of Australia**

Full Name: Hannah Brown  
Agency: National Archives of Australia  
Position: Bargaining representative (self-nominated)  
Address: East Block, Kings Avenue Parkes ACT 2600

<sup>1</sup> The Director-General is the Agency Head of National Archives of Australia by virtue of s40(3)(b) of the Public Service Act.

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# Section 1: Technical matters

## Title

1. This agreement will be known as the National Archives of Australia enterprise agreement 2024 - 2027.

## Parties to the agreement

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

## Operation of the agreement

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

## Delegations

5. The Director-General may delegate to or authorise any person to perform any or all of the Director-General's powers or functions under this agreement, including the power of delegation, and may do so subject to conditions.
6. National Archives employees exercising delegated powers or functions under this agreement must comply with the written directions of the Director-General.

## National Employment Standards (NES) precedence

7. 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 National Archives in any respect when compared with the NES.



## **Closed comprehensive agreement**

8. 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.
9. This agreement will be supported by policies and guidelines, as implemented and varied from time to time.
10. 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**

11. National Archives 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:
  - 11.1 the agreement deals with one or more of the following matters:
    - 11.1.1 arrangements about when work is performed;
    - 11.1.2 overtime rates;
    - 11.1.3 penalty rates;
    - 11.1.4 allowances;
    - 11.1.5 remuneration; and
    - 11.1.6 leave and leave loading; and
  - 11.2 the arrangement meets the genuine needs of National Archives and employee in relation to one or more of the matters mentioned in clause 11.1 and
  - 11.3 the arrangement is genuinely agreed to by National Archives and employee.
12. National Archives must ensure that the terms of the individual flexibility arrangement:
  - 12.1 are about permitted matters under section 172 of the FW Act;
  - 12.2 are not unlawful terms under section 194 of the FW Act; and
  - 12.3 result in the employee being better off overall than the employee would be if no arrangement was made.
13. National Archives must ensure that the individual flexibility arrangement:
  - 13.1 is in writing;
  - 13.2 includes the name of the National Archives and employee;
  - 13.3 is signed by the National Archives and employee and, if the employee is under 18 years of age, signed by a parent or guardian of the employee; and

- 13.4 includes details of:
  - 13.4.1 the terms of the enterprise agreement that will be varied by the arrangement;
  - 13.4.2 how the arrangement will vary the effect of the terms;
  - 13.4.3 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
- 13.5 states the day on which the arrangement commences.
- 14. National Archives must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 15. National Archives or employee may terminate the individual flexibility arrangement:
  - 15.1 by giving no more than 28 days written notice to the other party to the arrangement; or
  - 15.2 if National Archives and employee agree in writing – at any time.
- 16. National Archives and employee are to review the individual flexibility arrangement at least every 12 months.

## Definitions

- 17. 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.

**Agreement** means National Archives of Australia enterprise agreement.

**APS** means the Australian Public Service.

**APS Employee** means an employee engaged under section 22(2) of the *Public Service Act 1999*.

**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 Director-General 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.

**Cadet APS** means an employee allocated the classification of Cadet APS in accordance with the *Public Service Classification Rules 2000*. Cadet APS are engaged to undertake an approved vocational course and work placements.

**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 set out in rule 5 of the *Public Service Classification Rules 2000*.

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

**Christmas closedown** period means the days between Christmas Day and New Year's Day which would otherwise be working days.

**Continuous service** means a period of service not broken by periods of unpaid leave that does not count for service.

**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.

**Deemed resignation** means an earlier period of service that was with the APS and ceased because the employee was deemed to have resigned from the APS due to marriage under the repealed section 49 of the Public Service Act 1972.

**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.

**Different locality** means, for the purposes of clause 512.3, another town or city, the location of which, is such that the employee would reasonably be required to move house in order to maintain employment.

**Director-General** means the Accountable Authority of National Archives or the Director-General's delegate.

**Emergency Management Body** means a body, or part of a body, that has a role or function under a plan that is for coping with emergencies and/or disasters; and is prepared by the Commonwealth, a State or Territory; or a fire-fighting, civil defence or rescue body, or part of such a body; or any other body, a substantial purpose of which involves securing the safety of persons or animals in an emergency or natural disaster; or protecting the property in an emergency or natural disaster; or otherwise responding to an emergency or natural disaster; or a body, or part of a body, prescribed by the Fair Work Regulations.

**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, or genuine domestic relationship;
- 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, a relation through an adopted, fostered or stepchild of the employee;
- d. a member of the employee's household; or
- e. a person with whom the employee has a relationship of traditional kinship where there is a relationship or obligation, under customs and traditions of the community or group to which the employee belongs.

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

**Foster Child** – for the purposes of Foster Leave means a child who is under 16 on the expected day of placement who has not lived with the employee for a continuous period of six months or more and is not a child (otherwise than because of the fostering arrangement) of the employee or the employee's spouse or de facto partner.

**Full-time employee** means an employee employed to work an average of National Archives standard working hours: 37 hours and 05 minutes per week in accordance with this agreement.

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

**Graduate** means an employee allocated the local title of National Archives Graduate. National Archives Graduate has already successfully completed a tertiary qualification or comparable course of training.

**Graduate Cadet** means an employee allocated the local title of Graduate Cadet. Graduate Cadets have successfully completed a tertiary qualification or equivalent course of study.

**Individual Flexibility Arrangement** means an individual written agreement between an employer and an employee made in accordance with the *Fair Work Act 2009*.

**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.

**Medical Evidence** means a certificate from a health practitioner registered, or licensed, as a health practitioner (or as a health practitioner of a particular type) under a law of a State or Territory that provides for the registration or licensing of health practitioners (or health practitioner of that type).

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

**National Archives** means National Archives of Australia.

**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 a former spouse) or de facto partner (including a former de facto partner), or person who is a member of a couple in a relationship, irrespective as to the sexual preference which defines that relationship.

**Part-time employee** means an employee whose ordinary hours are less than National Archives' standard working hours: 37 hours and 05 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.

**Redeployment** means the reassignment of duties with the Agency or movement to another APS Agency.

**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.

**Standard Working Day** means the hours of work for a full-time equivalent employee per day (Monday to Friday) of 7 hours and 25 minutes (8:30am – 12:30pm and 1:30pm – 4:55pm).

**Standard Working Week** means the hours of work for a full-time equivalent employee per week (Monday to Friday) of 37 hours and 05 minutes.

**Trainee APS (Administrative)** means an employee allocated the classification of Trainee APS (Administrative) in accordance with the *Public Service Classification Rules 2000*. Trainee APS (Administrative) engaged to undertake a structured program of inhouse training or an approved vocational course combining time at work with training.

**Time off in Lieu (TOIL)** is a flexible work arrangement agreed between an employee and their manager to recognise where additional hours have been worked.

**Usual Location of Work** means the employee's usual office location for work as identified in their letter of offer or other engagement documentation. If no designated location is specified on engagement, the Director-General may specify a usual location of work by advising the employee in writing. The Director-General and employee may agree to vary the location of work, on a temporary basis, in which the employee performs their work through an approved formal flexible work arrangement. Where 100 per cent remote work arrangements are in place, the remote address will be their normal work location for public holiday purposes.

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

### Payment of salary

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

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

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

### Salary setting

22. Where an employee is engaged, moves to, is reassigned duties or is promoted in National Archives, or is allocated a classification on movement from a training classification the employee's salary will be paid at the minimum of the salary range of the relevant classification, unless the Director-General determines a higher salary within the relevant salary range under these salary setting clauses.
23. The Director-General 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 Director-General will have regard to a range of relevant factors including the employee's experience, qualifications and skills.

25. Where an employee commences ongoing employment in National Archives immediately following a period of non-ongoing employment in National Archives, the Director-General 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 National Archives.
26. Where an employee commences ongoing employment in the agency immediately following a period of casual employment in National Archives, the Director-General 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 National Archives.
27. Where an APS employee moves to National Archives at level from another APS agency, and their salary is above the maximum of the salary range for their classification, the Director-General will maintain the employee's salary at that level, until it is absorbed into the salary range for that classification.
28. Where the Director-General determines that an employee's salary has been incorrectly set, the Director-General may determine the correct salary and the date of effect.
29. Where an employee requests, in writing, to perform work temporarily at a lower classification level, the Director-General may determine in writing that the employee will be paid a rate of salary applicable to the lower level for the period specified in the request.
30. Where an employee reduces to a lower classification, salary will be determined by the Director-General as though service at salary points which exceeded the minimum of the lower classification was service in the lower classification.

## **Incremental Advancement**

31. Employees who are below the maximum pay point for their substantive classification will be eligible for annual salary progression to the next highest pay point for their classification, subject to the below criteria:
  - 31.1 satisfactory performance rating during the employee's most recent performance review; and
  - 31.2 6 months of aggregate eligible service in the National Archives at or above the relevant classification level during the most recent annual performance management cycle. If an employee has less than 6 months of aggregate eligible service, the Director-General may exercise their discretion to determine a higher salary under the relevant salary setting clauses (clauses 22-30).
32. Eligible service for salary progression will include:
  - 32.1 periods of paid leave and unpaid parental leave
  - 32.2 periods of unpaid leave that count as service;
  - 32.3 service while employed on a non-ongoing basis; and
  - 32.4 service employed while as a shift worker.



33. During a period of unpaid parental leave employees will be eligible to advance a maximum of one increment, regardless of the length of unpaid parental leave.
34. Employees who are acting at a higher classification, and satisfy other eligibility criteria, will be eligible for salary progression while acting at both their substantive and acting classifications.
35. Salary progression while acting at a higher classification, will be retained for future acting duties at, or promotion to, that classification, regardless of elapsed time.
36. Casual employees are not eligible for incremental advancement.
37. For broadbanding provisions, see clauses 99-103.

## **Salary Packaging**

38. Salary packaging will be available to employees on a salary sacrifice basis at no cost to the National Archives. There will be no limit to the proportion of salary that employees can elect to sacrifice. Further information on salary packaging can be found in the service provider's Salary Packaging Information Guide.
39. Salary is defined as the employee's salary prior to any salary sacrifice. Salary sacrifice will be taken to include participation in workplace giving or charitable contributions/donations schemes with recognised charities.

## **Superannuation**

40. National Archives will make compulsory employer contributions as required by the applicable legislation and fund requirements.
41. Employer superannuation contributions will be paid on behalf of employees during periods of paid leave that count as service.
42. National Archives 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 National Archives' payroll system.

### *Method for calculating superannuation salary*

43. National Archives will provide an employer contribution of 15.4 per cent of the employee's Ordinary Time Earnings (OTE) for employees in the Public Sector Superannuation Accumulation Plan (PSSap) and employees in other accumulation funds.
44. Employer contributions will be made for all employees covered by this agreement.
45. Employer contributions will not be reduced by any other contributions made through salary sacrifice arrangements.

### *Payment during unpaid parental leave*

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

## Overpayments

47. An overpayment occurs if the Director-General (or National Archives) 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).
48. Where the Director-General considers that an overpayment has occurred, the Director-General will provide the employee with notice in writing. The notice will provide details of the overpayment.
49. If an employee disagrees that there has been an overpayment including the amount of the overpayment, they will advise the Director-General 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.
50. If after considering the employee's response (if any), the Director-General confirms that an overpayment has occurred, the overpayment will be treated as a debt to the Commonwealth that must be repaid to the National Archives in full by the employee.
51. The Director-General and the employee will discuss a suitable recovery arrangement. A recovery arrangement will take into account the nature and amount of the debt, the employee's circumstances and any potential hardship to the employee. The arrangement will be documented in writing.
52. National Archives and employee may agree to make a deduction from final monies where there is an outstanding payment upon cessation of employment.
53. Interest will not be charged on overpayments.
54. Nothing in clauses 47 to 53 prevents:
  - 54.1 National Archives from pursuing recovery of the debt in accordance with an Accountable Authority Instruction issued under the *Public Governance, Performance and Accountability Act 2013*;
  - 54.2 National Archives from pursuing recovery of the debt through other available legal avenues; or
  - 54.3 the employee or National Archives from seeking approval to waive the debt under the *Public Governance, Performance and Accountability Act 2013*.

## Supported wage system

55. An employee may be paid a percentage of the relevant pay rate for their classification in line with their assessed capacity to do the work if they:
  - 55.1 have a disability;
  - 55.2 meet the criteria for a Disability Support Pension; and
  - 55.3 are unable to perform duties to the capacity required.
56. Specific conditions relating to the supported wage system are detailed in Attachment C.

## Section 3: Allowances and reimbursements

### Higher duties allowance

57. Where a role needs to be filled for 2 or more working weeks, higher duties allowance will be paid to any employee temporarily occupying the role acting at a classification level higher than their substantive classification level.
58. Higher duties allowance will be equal to the difference between the employee's current salary and the salary that would be payable if they were promoted to the higher classification level, or a higher amount determined by the Director-General.
59. 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.
60. Where an employee is assigned only part of the higher duties, the Director-General will determine the amount of allowance payable.
61. Employees will continue to receive payment for temporary assignment of duties while on paid leave and during public holidays for the period that the temporary assignment would have continued but for the leave or the public holiday.
62. 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 2 working weeks.
63. The Director-General may shorten the qualifying period for higher duties allowance on a case-by-case basis.

### Allowances

64. Mature Aged Workers – Employees aged 54 years and over who are approaching, or genuinely contemplating age retirement may be reimbursed, on a one-off basis, up to \$751.28 (inclusive of GST) to assist in pre-retirement financial planning, and/or career counselling. This allowance will be increased on 13 March 2025 and 12 March 2026 using the most recently released December quarter all groups CPI as published by Australian Bureau of Statistics.
65. Eye Testing – An employee whose job involves screen-based work may seek an eye test once every two years and where spectacles are prescribed for operating screen-based equipment, the employee will be reimbursed up to \$98.53 for single lenses and up to \$172.42 for multifocal lenses, in accordance with specified limits as set out in the relevant policy. This allowance will be increased on 13 March 2025 and 12 March 2026 using the most recently released December quarter all groups CPI as published by Australian Bureau of Statistics.
66. An employee will be reimbursed for reasonable costs for loss or damage to clothing or personal effects which occurred in the course of their work.

## Workplace responsibility allowances

67. A workplace responsibility allowance will be paid where National Archives has appointed or eligible peers have elected an employee 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.

68. An employee is not to receive more than one workplace responsibility allowance unless approved by the Director-General due to operational requirements.

69. 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

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

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

72. An employee's physical availability to undertake the role will be considered by agencies when appointing and reappointing employees to these roles. This is noting that not all workplace responsibility roles will necessarily require a physical presence in the workplace for the role to be successfully undertaken, such as Harassment Contact Officers, Mental Health First Aid Officers and Health and Safety Representatives depending on work group arrangements.

73. Casual employees who are eligible to receive a workplace responsibility allowance will be paid the full amount (noting the minimum rate), as varied from time to time provided, they engage in work during any given pay cycle, irrespective of the frequency and duration of the work undertaken.

74. An employee will continue to be paid the allowance while on paid leave and during public holidays provided the employee would have been entitled to the allowance for the period of leave or the public holiday.

## Community language allowance

75. A community language allowance will be paid where the Director-General 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 Director-General. Further information is included in policy.

76. 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 Director-General, 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 Director-General.	\$2,870 per annum	\$2,979 per annum	\$3,080 per annum

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

## **Motor Vehicle Allowance**

81. Where it is considered to be cost efficient, approval may be given for an employee to use a private vehicle for National Archives' official purposes and receive a motor vehicle allowance in accordance with the Australian Taxation Office Determination or the cost of alternative car hire, or economy airfare, whichever, is the lesser.

## **Overtime Meal Allowance**

82. A meal allowance is payable to an employee in accordance with Attachment B who:
- 82.1 works overtime after ordinary duty for the day, to the completion of, or beyond a meal allowance period without a break for a meal; or
  - 82.2 is required to work overtime either before or after ordinary duty for the day and who breaks for a meal, but is not entitled to overtime payment for that break; or
  - 82.3 Is required to work on a Saturday, Sunday or public holiday (in additional to normal hours of duty) extending beyond a meal allowance period, provided the employee takes an unpaid meal break.

83. A meal allowance period means the following periods:
- 7.00am to 9.00am
  - 12 noon to 2.00pm
  - 6.00pm to 7.00pm
  - midnight to 1.00am.
84. This allowance will be increased on 13 March 2025 and 12 March 2026 using the most recently released December quarter all groups CPI as published by Australian Bureau of Statistics.

### **Disruption / Disturbance Allowance**

85. A disruption/disturbance may exist where there are detrimental effects on the working conditions of employees, that the supervisor agrees is unusual, caused by factors including, but not limited to, one or more of the following: loss of amenities, dust, noise, fumes, odours, asbestos, heat, vibrations, cold, wet, dirt, mould, or pests are present.
86. National Archives will take reasonable steps to ensure that employees' working conditions are not adversely affected by the factors mentioned in clause 85. Such steps may include, but not be limited to, moving the employee to temporary accommodation, allowing short breaks away from work, directing employees to proceed on Other Paid Leave or temporarily providing equipment or facilities to improve conditions.
87. Where a disruption/disturbance still exists, the National Archives will recompense each affected employees \$14.22 per day. If employees are relocated, they will be reimbursed for any additional costs associated with that relocation but will not receive the recompense for the disruption.
88. This allowance will be increased on 13 March 2025 and 12 March 2026 using the most recently released December quarter all groups CPI as published by Australian Bureau of Statistics.

### **Emergency Duty**

89. Where an employee is recalled to duty to meet an emergency, and no notice of the recall was given to the employee before ceasing ordinary duty, the employee will be paid for such emergency duty at the rate of double time. The time for which payment will be made will include time necessarily spent in travelling to and from duty. The minimum payment under this clause will be two hours.

## **Restriction Duty**

90. Where the Director-General directs an employee to be contactable and to be available to perform extra duty outside ordinary hours, the employee will be paid Restriction Allowance of \$3.47 per hour. The allowance increases to \$3.61 per hour from 13 March 2025 and to \$3.73 from 12 March 2026.
91. Where the employee is recalled to the workplace, the time spent on duty and time spent travelling to and from the workplace will be included in the determination of the amount of overtime payment. The minimum payment is two hours.
92. Where an employee is contacted but not required to attend the workplace, the minimum payment is one hour.
93. An employee cannot be paid Restriction Allowance for the period where the overtime payment provision applies.

## Section 4: Classifications and broadbands

### Graduates, Cadets and Trainees

94. The Director-General may engage a person as a National Archives Graduate. A National Archives Graduate employee will be paid at the minimum salary point of an APS Level 4 or such other salary point as directed by the Director-General. When the Director-General determines that the program has been successfully completed, including the Graduate demonstrating satisfactory work performance, the National Archives Graduate employee will be advanced to the APS Level 5.1 classification, or as directed by the Director-General.
95. The Director-General may engage a person as a National Archives Graduate Cadet. A National Archives Graduate Cadet employee will be paid at the minimum salary point of an APS Level 4 or such other salary point as determined by the Director-General. When the Director-General determines that the program has been successfully completed, a National Archives Graduate Cadet employee may be engaged on an ongoing basis at the APS Level 4.1 or the APS Level 5.1 classification, or as directed by the Director-General.
96. The Director-General may engage a person as a National Archives Cadet APS. A National Archives Cadet APS employee will be paid at the minimum salary point of a classification as determined by the Director-General. When the Director-General determines that the program has been successfully completed, a National Archives Cadet APS employee will be allocated a classification in accordance with the Classification Rules and the Director-General will determine a salary within the applicable range.
97. The Director-General may engage a person as a Trainee APS (Administrative). A Trainee APS (Administrative) employee will be paid at the minimum salary point of an APS Level 1.1 or such other salary point as determined by the Director-General. When the Director-General determines that the program has been successfully completed, a Trainee APS (Administrative) employee will be allocated a classification in accordance with the Classification Rules and the Director-General will determine salary within the applicable range.

### Work Level Standards

98. 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.



## **Broadbands**

99. National Archives' classification structure under the Agreement will include the following provisions for broad banding:
  - 99.1 APS 1-2 broadband (covering both APS Level 1 and APS Level 2 classifications);
  - 99.2 APS 3-4 broadband (covering both APS Level 3 and APS Level 4 classifications); and
  - 99.3 National Archives Graduate and Cadet Graduate broadband APS 4-5.
100. Movement between classifications within a broadband may only occur if:
  - 100.1 sufficient work is available at the higher level;
  - 100.2 the employee has gained the necessary skill and proficiencies to perform duties in accordance with the APS work level standards for that classification; and
  - 100.3 the employee achieves satisfactory performance within the annual performance cycle in accordance with clauses 407-410.
101. The provisions of clauses 99 and 100 (above) do not affect the temporary assignment of duties at a higher classification outlined in clauses 57 – 63.
102. Where an employee has moved between classifications within a broadband in accordance with clause 99, the employee will be advised of their new classification.
103. Further information is included in the classification and broadbanding policy.

## **Probation**

104. Employees engaged on an ongoing basis and non-ongoing engagements of greater than three months, will usually be engaged on probation for a period of three months. The Director-General may extend the probationary period of an ongoing employee for a further period, up to a total of six months, where there is reasonable cause to do so. An employee's engagement may be terminated at any time during or at the end of the probationary period. A person engaged on probation remains on probation until that person has met all necessary performance and other requirements for engagement or the engagement is terminated. Further information is included in the relevant policy.

## Section 5: Working hours and arrangements

### Job security

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

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

#### *Reporting*

106. National Archives will report to the Workplace Relations Committee, or successor committee in the event of a name change, 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 National Archives.

#### *Pathways to permanency*

107. National Archives and the APS will comply with the casual conversion provision(s) of the FW Act. In addition, National Archives 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

108. A casual (irregular or intermittent) employee is defined in the definitions section.
109. A decision to expand the use of casual employees is subject to clauses 461-465 of this agreement.
110. National Archives 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 Workplace Relations Committee, or successor committee in the event of a name change.
111. 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.
112. 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.
113. A casual employee will be engaged for a minimum of 3 hours per engagement or shall be paid for a minimum of 3 hours at the appropriate casual rate.
114. A casual employee who is eligible for a Workplace Responsibility Allowance will be paid the full amount.

## **Non-ongoing employment**

- 115. A non-ongoing employee is defined in the definitions section.
- 116. Non-ongoing employees will generally have the same terms and conditions of employment as ongoing employees under this agreement's terms, except:
  - 116.1 personal/carer's leave accrual at clauses 254-255;
  - 116.2 redundancy provisions at clauses 511-512, subject to clause 117.
- 117. If the non-ongoing employee's contract is not permitted by section 333E of the FW Act, then the redundancy provisions at clauses 510-513 will apply.
- 118. If the redundancy provisions apply to an employee under clause 117, the National Archives must adhere to the consultation requirements at clauses 461-463.

## **Working hours**

- 119. The Ordinary Hours of Work for full-time employees are 148 hours and 20 minutes over a four-week settlement period, with a Standard Working Week being 37 hours and 05 minutes (Monday to Friday).
- 120. The Standard Working Day is 7 hours and 25 minutes per day (8.30am to 12.30pm and 1.30pm – 4.55pm).
- 121. Leave accruals and deductions; deductions for unauthorised absences; deductions for participation in industrial action in accordance with the FW Act 2009 and calculations relating to overtime, part-time hours and casuals will be based on the Standard Working Day.
- 122. Part-time employees are engaged for Ordinary Hours of Work which are less than the Ordinary Hours of Work for a full-time employee. For part-time employees, the Ordinary Hours of Work are those agreed between the Director-General and the employee in accordance with clause 217 (agreed hours).
- 123. The pattern by which employees will work the standard hours of duty specified in clauses 119, 120 and 121 is a matter for agreement between the Director and the employee (usual work pattern). However, an employee:
  - 123.1 will not work more than five consecutive hours without a meal break of at least 30 minutes;
  - 123.2 may work up to 10 hours ordinary duty on any one day; and
  - 123.3 to assist service delivery and work planning and unless otherwise agreed, the pattern over which standard hours will be performed include core hours of 10.00am to 12 noon, and 2.00pm to 4.00pm.
- 124. Where no agreement is reached under clause 123, employees will work between 8.00am and 5.00pm with flex time, where entitled, except employees recruited to perform identified duties under will work the hours specified in the statement of duties that has been assigned to them.

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

125. Flex time is a system of flexible working hours which enables APS 1-6 level employees to vary working hours, patterns and arrangements within the span of hours, subject to operational requirements. Supervisors and employees have a mutual responsibility for ensuring that employees are employed productively. This includes managing working hours, flex time and flex leave, and so that employees are not building excessive flex credits without the opportunity to access flex leave.
126. The following flex time arrangements will apply:
- 126.1 subject to the provisions in this clause, an employee may carry over a maximum flex time credit of one Standard Working Week at the end of a settlement period.
  - 126.2 any credits above one Standard Working Week maximum at the end of a settlement period must be taken before the end of the next settlement period except where the Director and the employee agree for them to be carried over further.
  - 126.3 subject to Director-General approval excess credits in clause 126.2 that are unable to be taken by the end of the next settlement period will be paid out at the normal rate.
  - 126.4 an employee may carry over a maximum of 15 hours flex debit accumulated in any one settlement period into the next settlement period:
    - 126.4.1 if the maximum debit is exceeded at the end of the settlement period, the employee will endeavour to reduce the debit to the maximum allowable (or lower) over the next settlement period; and
  - 126.5 an employee may take up to five days flex leave, which can be consecutive, in one settlement period subject to operational requirements.
127. Prior to cessation of employment, supervisors and employees should ensure that flex debits or credits are balanced. Any outstanding credits on cessation will be paid out at the normal rate. Any outstanding debits on cessation will be recovered from salary and the employee will be advised of the amount prior to the deduction being made.

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

128. Executive Level Employees have access to variable working arrangements. The National Archives does not support Executive Level Employees working excessive hours and the employees and their managers will work together to manage workloads and working hours.
129. Executive level (EL) employees are sometimes required to work reasonable additional hours. Consistent with the NES, employees may refuse to work unreasonable additional hours.
130. EL employees seeking to access time off in lieu (TOIL) are required to keep records of their working hours using a method determined by National Archives.
131. 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.

132. TOIL should be taken as soon as practical after the additional hours worked, usually within three months, as agreed between the manager and EL employee.
133. 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.
134. 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.
135. 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.
136. 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.

### **Span of Hours**

137. The span of hours in which employees may work ordinary hours is 7.00am to 7.00pm Monday to Friday subject to agreement being reached under clause 123.
138. Where an employee requests to work outside the span of hours specified in clause 137 or, for employees performing identified duties under clause 139, the span of hours specified in clause 139, the employee may do so with the agreement of the Director. Any hours worked on this basis will be considered to be their 'usual work pattern' (or agreed hours for a part-time employee) and will not attract overtime rates.
139. For an employee recruited to perform identified duties, the span of hours will be 7.00am to 10.00pm Monday to Saturday subject to agreement being reached under clause 123.
140. For the purpose of clause 139, identified duties are those duties required to be performed where insufficient employees are available to carry out these duties on regular overtime.

### **Recording Hours of Attendance**

141. Where employees are entitled to flex time under clauses 125-127, they must record their actual hours of attendance on National Archives approved electronic attendance record.

### **Reversion to a standard working day**

142. Access to flex time or EL TOIL arrangements will not apply in circumstances where:
  - 142.1 the employee's attendance is unsatisfactory; and/or
  - 142.2 an employee is misusing the arrangements.
143. A written explanation of the reasons for requiring an employee to revert to the Standard Working Day will be provided to the employee by the Director-General.

144. Where flex time or EL TOIL arrangements no longer apply, the employee will revert to the Standard Working Day or agreed part-time hours.
145. Access to flex time arrangements or EL TOIL will be restored where the Director-General is satisfied that an employee's attendance is satisfactory.

## **Overtime and restriction**

146. An employee may be directed to work reasonable overtime though regard will be had for operational and personal circumstances. An employee may refuse to work hours in excess of ordinary hours on a given day for reasons that may include, but need not be limited to, the employee's family responsibilities or the pre-arranged personal commitments of the employee.
147. Overtime is work performed by employees at the direction of management, outside the span of hours in clause 137 or 138, on a public holiday, or in excess of the number of hours and minutes in a Standard Working Day and approved as overtime on any one day.
148. For a part-time employee, overtime is work performed at the direction of management, which is not continuous with, or is in excess of the employee's agreed, or Ordinary Hours of Work (clause 217) or on a public holiday. The provisions of clause 138 also impact on the circumstances where overtime can be worked for any employee.
149. An employee's salary for the purpose of calculating overtime payments will include all allowances in the nature of salary. For the purposes of this clause, a part-time employee's annual salary is the full-time equivalent salary. Prior agreement may be reached between the Director-General and the employee for time off in lieu (TOIL), at the relevant overtime rate, to apply instead of an overtime payment.
150. Where time off in lieu has been agreed and the employee has not been granted that time off within four weeks due to operational requirements, payment of the original entitlement will be made.
151. Overtime worked Monday to Saturday will be paid at the rate of time-and-a-half for the first three hours each day and double time thereafter.
152. Overtime worked on a Sunday will be paid at the rate of double time.
153. Overtime worked on a public holiday will be paid at the rate of double time. The double time payment is additional to the single time payment already paid to the employee for that day.
154. For the purposes of clause 153, a public holiday means a holiday as set out in clause 229.
155. The overtime rates for part time employees are the same as clauses 151 - 152 for full time employees.
156. Overtime is not available to employees classified at the Executive level, including their equivalents. TOIL provisions under clauses 128-136 are available to Executive level and equivalent employees.

## **Rest Relief After Overtime**

- 157. Where an employee has worked overtime, the employee will be entitled to an eight-hour break plus reasonable travelling time before recommencing work without incurring any loss of pay.
- 158. Where this break is not possible due to operational requirements, employees will be paid at the rate of double time until they have such a break.
- 159. The provisions of clauses 157-158 do not apply to overtime worked in the circumstances covered by clause 90 unless the actual time worked, excluding travelling time, is at least three hours on each call.

## **Minimum Payment**

- 160. Subject to clauses 146-156 where an employee is required to perform overtime duty and such duty is not continuous with ordinary duty, the minimum payment for each separate overtime attendance will be four hours at the prescribed overtime rate.
- 161. An employee who performs overtime while restricted under clauses 90-93 will be entitled to a minimum overtime payment as specified in those provisions.
- 162. Where more than one attendance is involved, clause 160 will, subject to the prescribed minimum payment, not operate to increase an employee's overtime remuneration beyond that to which the employee would have been entitled had the employee remained on duty from the commencing time of duty on one attendance to the ceasing time of duty on a subsequent attendance.
- 163. For the purposes of determining whether an overtime attendance is or is not continuous with ordinary duty, or is or is not separate from other duty, meal periods will be disregarded.
- 164. Where an overtime attendance, not continuous with ordinary duty, involves duty both before and after midnight, the minimum payment provisions (clauses 160-163) will be satisfied when the total payment for the whole of the attendance equals or exceeds the minimum payment applicable to one day. Where a higher overtime rate applies on one of the days, the minimum payment will be calculated at the higher rate.
- 165. The provisions of clauses 160-164 will not apply to duty that is covered by clause 89.

## **Shift work**

- 166. National Archives may engage, promote to, or assign duties to National Archives' employees engaged as shift workers to a roster under the provision of these clauses.
  - 166.1 Existing National Archives' employees will not be compelled to convert to shift work but may opt to convert to shift work subject to business requirements and manager approval.
  - 166.2 A part-time, casual or full-time employee will not be required to convert to a shift worker employee, without their agreement. A shift worker will not be required to convert to a part time, casual or full-time employee without their agreement.

- 166.3 Where not specified in this agreement, all other features of shift work provisions will be compliant with the Australian Public Service Enterprise Award.
167. Clauses 166-185 only apply to employees that undertake visitor service functions and are regularly rostered to perform ordinary duty on Saturdays, Sundays, and public holidays for an ongoing or fixed period.
168. Shift workers will be rostered to work a maximum of 10 ordinary hours for full-time employees and 10 ordinary hours and/or additional hours for part-time employees in any one day, excluding meal breaks and for no more than five consecutive days.
169. Shift workers will not be rostered to work more than five consecutive days unless this is agreed with the individual shift workers at the time the roster is implemented or changed. However, an employee may be required to work overtime in excess of five consecutive days, where necessitated by operational requirements. In the event that a shift worker is required to work more than five consecutive days, they will be paid a rate of 200% until they have had a two-day rest period.
170. Rosters for shift workers will cover a seven-day week and will specify a roster period in weeks.
171. National Archives will develop rosters as required from time to time. Rosters will cover a seven-day week and will specify a roster period in weeks.
172. The minimum shift worker shift will be two hours.
173. National Archives will not roster employees on split shifts. However, an employee may be directed to work overtime or agree to work additional hours that are not continuous with rostered hours.

#### Shift loadings for shift workers

174. A shift worker will receive the following shift penalties:

Rostered and additional hours worked	Shift penalties (% of employee's hourly rate of salary)
Monday to Friday	No shift penalty
Night - Where any part of the shift falls between 6.00 pm and 6.30 am	115%
Saturday	150%
Sunday	200%
Public holidays	250%

175. National Archives will pay shift penalties in respect of any duty which an employee would have performed had the employee not been on approved annual leave.
176. Shift penalties will not be paid for overtime hours worked in accordance with clause 181.



#### Overtime for shift workers

177. Overtime is payable to shift workers if they are required to work outside their rostered hours, agreed additional hours and/or outside the 7.00am to 7.00pm bandwidth. For overtime there must be:
- 177.1 a direction given to the employee to perform the work before the work is performed; or
  - 177.2 if circumstances do not permit a direction to be given before the work is performed, subsequent written approval.
178. Work will be considered overtime for a full-time shift worker in a classification where the rate for the classification is below the salary barrier, where:
- 178.1 it is performed on any day which is outside the normal rostered ordinary hours of duty on that day; or
  - 178.2 it is performed in excess of the weekly hours of ordinary duty, or an average of the weekly hours of ordinary duty over a cycle of shifts.
179. Work will be considered overtime for a part-time shift worker in a classification where the rate for the classification is below the salary barrier, where:
- 179.1 it is performed on any day beyond the normal rostered hours of duty on that day; and
  - 179.2 it is performed in excess of the employee's prescribed weekly ordinary hours of work.
180. Work will be considered overtime for an irregular or intermittent shift worker, in a classification where the rate for the classification is below the salary barrier, where it is performed:
- 180.1 on any day beyond the normal rostered hours of duty on that day; or
  - 180.2 in excess of 38 hours in a week or an average of 38 hours per week over a cycle of shifts.

The casual loading set out in clause 111 is not paid for overtime.

181. A shift worker eligible to receive overtime payments will be paid at the following rates:

For overtime worked on	Overtime time rate
Monday to Friday – first 3 hours	150%
Monday to Friday – after 3 hours	200%
Saturday and Sunday – all day	200%
Public Holiday or Additional Holiday – all day	250%

#### Christmas shutdown and additional leave for shift workers

- 182. Employees engaged as shift workers under these provisions do not receive Christmas closedown provisions at clauses 225-228.
- 183. Shift workers who are required to work during Christmas shutdown will receive time off equal to the hours worked during closedown to be taken at a time agreed between the shift worker and the manager.

#### Additional leave for shift workers

- 184. Employees who are defined as shift workers in accordance with this agreement, may be entitled to an additional five days annual leave per year. This leave will be granted once duty has been performed on at least five Sundays and/or Public Holidays in a calendar year.
- 185. Further information is included in the relevant policy.

### **Flexible working arrangements**

- 186. National Archives, employees and their union recognise:
  - 186.1 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;
  - 186.2 access to flexible work can support strategies to improve diversity in employment and leadership in the APS;
  - 186.3 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;
  - 186.4 that flexibility applies to all roles in National Archives, and different types of flexible working arrangements may be suitable for different types of roles or circumstances; and
  - 186.5 requests for flexible working arrangements are to be considered on a case-by-case basis, with a bias towards approving requests.
- 187. 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*

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

190. The request must:
- 190.1 be in writing;
  - 190.2 set out details of the change sought (including the type of arrangement sought and the proposed period the arrangement will operate for); and
  - 190.3 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.
191. The Director-General must provide a written response to a request within 21 days of receiving the request.
192. The response must:
- 192.1 state that the Director-General approves the request and provide the relevant detail in clause 189; or
  - 192.2 if following discussion between National Archives and the employee, National Archives 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
  - 192.3 state that the Director-General refuses the request and include the following matters:
    - 192.3.1 details of the reasons for the refusal; and
    - 192.3.2 set out National Archives' particular business grounds for refusing the request, explain how those grounds apply to the request; and
    - 192.3.3 either:
      - 192.3.3.1 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 National Archives would be willing to make; or
      - 192.3.3.2 state that there are no such changes; and
    - 192.3.4 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.
193. Where the Director-General approves the request, this will form an arrangement between the National Archives and the employee. Each arrangement must be in writing and set out:
- 193.1 any security and work health and safety requirements;
  - 193.2 a review date (subject to clause 197); and
  - 193.3 the cost of establishment (if any).

194. The Director-General may refuse to approve the request only if:
- 194.1 National Archives has discussed the request with the employee; and
  - 194.2 National Archives 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
  - 194.3 National Archives and the employee have not reached such an agreement; and
  - 194.4 National Archives has had regard to the consequences of the refusal for the employee; and
  - 194.5 the refusal is on reasonable business grounds.
195. Reasonable business grounds include, but are not limited to:
- 195.1 the new working arrangements requested would be too costly for National Archives;
  - 195.2 there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested;
  - 195.3 it would be impractical to change the working arrangements of other employees, or to recruit new employees, to accommodate the new working arrangements requested;
  - 195.4 the new working arrangements requested would be likely to result in a significant loss in efficiency or productivity;
  - 195.5 the new working arrangements requested would be likely to have a significant negative impact on customer service; and
  - 195.6 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.
196. For First Nations employees, National Archives must consider connection to country and cultural obligations in responding to requests for altering the location of work.
197. Approved flexible working arrangements will be reviewed by National Archives 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*

198. An employee may request to vary an approved flexible working arrangement in accordance with clause 190. An employee may request to pause or terminate an approved flexible working arrangement.
199. The Director-General may vary, pause or terminate an approved flexible working arrangement on reasonable business grounds, subject to clause 201.

201

200. The National Archives 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.
201. Prior to the Director-General varying, pausing or terminating the arrangement under clause 199, National Archives must have:
- 201.1 discussed with the employee their intention to vary, pause or terminate the arrangement with the employee;
  - 201.2 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);
  - 201.3 had regard to the consequences of the variation, pause or termination for the employee;
  - 201.4 ensured the variation, pause or termination is on reasonable business grounds; and
  - 201.5 informed the employee in writing of the variation, pause or termination to the approved flexible working arrangement, including details set out in clause 192.3.

#### *Working from home*

202. National Archives 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.
203. National Archives may provide equipment necessary for, or reimbursement, for all or part of the costs associated with establishing a working from home arrangement.
204. An employee working from home is covered by the same employment conditions as an employee working at an office site under this agreement.
205. National Archives will provide employees with guidance on working from home safely.
206. Employees will not be required by National Archives 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, National Archives will consider the circumstances of the employees and options to achieve work outcomes safely.

#### *Ad-hoc arrangements*

207. 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.
208. Employees should, where practicable, make the request in writing and provide as much notice as possible.
209. Requests for ad-hoc arrangements are not subject to the request and approval processes detailed in clauses 188-197.

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

#### *Altering span of hours*

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

### **Part-time work**

- 213. Employees engaged on a full-time basis will not be compelled to convert to part-time employment.
- 214. Employees engaged on a part-time basis will not be compelled to convert to full-time employment.
- 215. National Archives is committed to providing opportunities for employees to work on a regular part-time basis. In determining whether requests for part-time work can be approved, the Director-General will consider both the operational needs of the National Archives and the personal circumstances of the employee.
- 216. The Director-General will advise, in writing within 21 days, whether or not the request has been agreed to and provide reasons if the request is refused.
- 217. A part-time employee is one whose agreed hours of work are less than the Ordinary Hours of Work of a full-time equivalent employee over a four-week period, i.e. less than the average of a Standard Working Week. Agreed hours of work for part-time employees, unless otherwise agreed between the employee and the Director-General, will be continuous and not less than three hours per day on any day worked by the employee. An unpaid meal break will not break the continuity of hours of work.
- 218. Remuneration and other benefits for part-time employees will be calculated on a pro rata basis, excluding Long Service Leave and apart from those allowances of a reimbursement or expense nature, where part-time employees will receive the same amount as full-time employees.
- 219. Access to part-time work will be given to employees returning from Parental Leave for up to two years from the end of the applicable leave.
- 220. After the initial up to 2-year period and in accordance with section 65 (1B) of the FW Act and clauses 186-187 employees returning from Parental Leave may request to work part-time to assist the employee to care for a child who is of school age or younger or in the case of a child (under 18 years) who has a disability.

- 221. Consistent with flex time arrangements, a part-time employee and their Director may, by agreement, vary their agreed hours of work. Similarly, part-time working arrangements may, for other than designated part-time jobs, be terminated by agreement.
- 222. While National Archives may propose the introduction of part-time employment, a full-time employee will not be required or compelled to convert to part-time hours without their agreement.
- 223. A part-time employee engaged on a part-time basis will not be required or compelled to convert to full-time hours without their agreement. A part-time employee not working in a management-initiated part-time job will revert to full-time work at the conclusion of their part-time work agreement, or beforehand as agreed between the employee and the Director-General.
- 224. Employees who have mutually agreed to share one full-time job on a regular basis will be considered to be part-time employees. Such a mutually agreed arrangement requires Director-General approval before it can be implemented.

## **Christmas closedown**

- 225. National Archives 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.
- 226. If an employee (APS Level 1-6) is required to work on the day following the Boxing Day public holiday, they will receive an overtime payment under clauses 146-156 Executive level and equivalent employees will have access to TOIL provisions under clauses 128-136.
- 227. Employees will be provided time off for the remaining working days between Christmas and New Year's Day and will be paid in accordance with their Ordinary Hours of Work (agreed hours for a part time employee). Where an employee is absent on leave, payment for the Christmas shutdown period will be paid in accordance with the entitlement for that form of leave (e.g. if on Long Service Leave half pay, payment is on half pay).
- 228. Where APS Level 1-6 employees are required to work on the remaining two days of Christmas shutdown, they will receive a loading of 50% TOIL or additional payment for hours worked, subject to clause 161 minimum overtime payment. This loading is additional to the single time (TOIL or payment) they will receive for working these days. For Executive Level and their equivalents access to TOIL is in accordance with clauses 128-136.

## Public holidays

229. Employees are entitled to the following holidays each year as observed at their normal work location in accordance with the FW Act:
- 229.1 1 January (New Year's Day);
  - 229.2 26 January (Australia Day);
  - 229.3 Good Friday and the following Monday;
  - 229.4 25 April (Anzac Day);
  - 229.5 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);
  - 229.6 25 December (Christmas Day);
  - 229.7 26 December (Boxing Day); and
  - 229.8 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.
230. 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.
231. The Director-General 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.
232. The Director-General 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.
233. 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.
234. Where a public holiday falls during a period when an employee is absent on leave (other than annual leave, paid personal/carer's leave or defence service sick leave) there is no entitlement to receive payment as a public holiday. Payment for that day will be in accordance with the entitlement for that form of leave (e.g. if on long service leave on half pay, payment is at half pay.)
235. 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 clauses 229.1-229.8.



236. If under a law of a State or Territory Easter Tuesday is declared or prescribed by or under that law to be a public holiday not observed generally within the State or Territory or a region of the State or Territory (restricted), there is no entitlement to receive payment as a public holiday if the employee would have worked, or does perform work, on that day. The employee will receive payment for that day as if it were an ordinary day.
237. 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.
238. 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 Director-General 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.
239. Shift workers will be paid penalty rates in accordance with clause 174.
240. Where any employee is absent from their employment on a day or part day that is a public holiday, they will be paid at the employee's normal rate of pay for the employee's Ordinary Hours of Work on the day or part day.

## Section 6: Leave

### Annual leave

241. Employees will accrue 20 days or 4 weeks Annual Leave per year. This leave will accrue on a daily basis and employees will be able to access the leave as it accrues. Annual leave for part-time employees accrues on a pro-rata basis.
242. An employee must apply to the Director-General to take Annual Leave. The Director-General must not unreasonably refuse a request by an employee for Annual Leave. Where an application for Annual Leave is not approved reasons will be provided and an alternate period of leave discussed with the employee.
243. An employee receiving workers' compensation for more than the prescribed period under the Safety Rehabilitation and Compensation Act 1988 (45 weeks) will accrue Annual Leave on the basis of hours actually worked.
244. 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. The employee will be re-credited Annual Leave for the period that the employee was recalled.
245. An employee may cash-out an amount of Annual Leave provided that the employee's remaining accrued entitlement to Annual Leave is not less than four weeks. Cashing-out of Annual Leave must be by agreement in writing between the employee and the National Archives. An employee can only agree to cash-out Annual Leave once per calendar year. The employee will be paid the full amount that would have been payable to the employee had the employee taken the cashed-out leave. In the interests of ensuring employees maintain a healthy work/life balance, the ability to convert Annual Leave to cash is contingent on the employee having taken 10 days Annual Leave in the preceding 12 months.
246. Annual leave may be taken at half pay. However, unless approved by the Director-General (or delegate), it may not be taken at half pay where the employee has an excessive leave balance.
247. Employees will submit to their manager for consideration a leave usage plan setting out their intended use of excess Annual Leave credits. If an employee has an Annual Leave balance of more than 45 Standard Working Days on 1 September, the employee may be directed by the Director-General to be on leave for the period exceeding that amount. Managers, supervisors and employees are encouraged to work together to minimise the incidence of employees being directed to be on leave.
248. In exceptional circumstances, and based on operational requirements, the Director-General may agree to extend the period during which excess leave credits are available to an employee.
249. The provisions of clauses 247 and 248 do not apply to an employee who has been on Compensation Leave and has commenced a graduated return-to-work program, until three months after returning to the pre-injury hours of work. Further information can be found in the Rehabilitation Management System.

250. Where a public holiday occurs during any period of Annual Leave, the period of the public holiday is not deducted from the employee's Annual Leave credit.
251. When an employee ceases employment with the APS, other than in circumstances described in clause 510, the employee will receive payment in lieu of unused Annual Leave credits. The payment will be calculated using the final rate of salary, including allowances that would have been included in the employee's pay during a period of Annual Leave in accordance with the FW Act.

## **Purchased leave**

252. Employees may elect to purchase one, two, three- or four-weeks additional leave per year. The taking of Purchased Leave credits is subject to operational requirements. The timing of leave is to be specified by employees on application but may be varied by agreement.
253. Purchased Leave counts as service for all purposes. Employees' salary for superannuation purposes continues to be their full-time salary.

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

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

254. Employees (other than casual employees) will accrue 18 days personal/carer's leave per year of service. For part-time employees personal/carer's leave will accrue on a pro-rata basis.
255. For an ongoing employee, 18 days personal/carers leave will be credited upon the employee's commencement with the APS. After 12 months service, personal/carer's leave will accrue and is credited daily.
256. For a non-ongoing employee, the personal/carer's leave will be credited upon the employee's commencement with the National Archives. 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 shorted, or where the employee has an existing entitlement to personal/carer's leave, leave will accrue and be credited daily.

### *Usage*

257. Personal/carer's leave is to be used:
- 257.1 due to personal illness or injury;
  - 257.2 to attend appointments for health care;
  - 257.3 to manage a chronic conditions; and/or
  - 257.4 to provide care or support for a family member (including a household member) or a person they have caring responsibilities for, or because:
    - 257.4.1 of a personal illness or injury affecting the other person; or
    - 257.4.2 of an unexpected emergency affecting the other person.

### *Carers*

258. A person that an employee has caring responsibilities for may include a person who needs care because they:
- 258.1 have a medical condition, including when they are in hospital;
  - 258.2 have a mental illness;
  - 258.3 have a disability;
  - 258.4 are frail or aged; and/or
  - 258.5 are a child not limited to a child of the employee.
259. A casual employee may be absent without pay when not fit for work due to personal illness or injury.
260. An employee (including a casual employee) is entitled to two days Unpaid Carer's Leave for each occasion when a member of the employees' family or household, requires care or support because of:
- 260.1 a personal illness or injury affecting the other person; or
  - 260.2 an unexpected emergency affecting the other person.
261. An employee can only access Unpaid Carer's Leave where:
- 261.1 all paid Personal/Carer's Leave credits have been exhausted; and
  - 261.2 the employee has provided appropriate notice and, where requested, documentation to support the request for leave.
262. Employees must advise their supervisor prior to or as soon as practicable after the leave has commenced.

### *Evidence*

263. Employees may be requested to provide evidence to support an application for personal/carer's leave in excess of:
- 263.1 Three consecutive calendar days; or
  - 263.2 Ten days without evidence per calendar year
264. Acceptable evidence includes:
- 264.1 a certificate from a registered health practitioner;
  - 264.2 a statutory declaration; or
  - 264.3 another form of evidence approved by the Director-General.
265. 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.
266. An employee will not, without their consent, be retired on invalidity grounds before Personal/Carer's Leave credits have been exhausted, unless provided by legislation, and a certificate has been issued by the relevant superannuation fund in accordance with the relevant Superannuation Act.

- 267. An employee who is retired from the APS on the grounds of invalidity and is subsequently re-appointed in accordance with the Superannuation Act, is entitled to be credited with Personal/Carer's Leave equal to the balance at the time of retirement.
- 268. An employee receiving workers' compensation for more than the prescribed period under the Safety Rehabilitation and Compensation Act 1988 (45 weeks) will accrue Personal/Carer's Leave on the basis of hours actually worked.
- 269. Where Personal/Carer's Leave with pay credits have been exhausted, Personal/Carer's Leave without pay may be approved by the Director-General. Personal/Carer's Leave without pay will count as service.
- 270. Employees who have exhausted their annual Personal/Carer's Leave credits of 18 days will be able to access an additional two days per calendar year for purposes outlined in clause 257. This additional two days cannot be accrued.
- 271. Leave at half pay may be approved by the Director-General.

## **Portability of leave**

- 272. Where an employee moves into National Archives from another APS agency where they were an ongoing employee, including on promotion or for an agreed period, the employee's unused accrued annual leave and personal/carer's leave will be transferred, provided there is no break in continuity of service.
- 273. Where an employee is engaged in National Archives immediately following a period of ongoing employment in the Parliamentary Service or the ACT Government Service, the employee's unused accrued annual leave and personal/carer's leave will be recognised unless the employee received payment in lieu of those entitlements on cessation of employment.
- 274. Where an employee is engaged as an ongoing employee in National Archives, and immediately prior to the engagement the person was employed as a non-ongoing APS employee (whether in the agency or another), at the employee's request, any unused accrued annual leave (excluding accrued leave paid out on separation) and personal/carer's leave will be recognised.
- 275. Where an employee is engaged as a non-ongoing APS employee, and immediately prior to the engagement the person was employed as a non-ongoing APS employee (whether in the agency or another) at the employee's request, any unused accrued annual leave (excluding accrued leave paid out on termination of employment) and personal/carer's leave will be recognised.
- 276. Where an employee is engaged as an ongoing employee in National Archives, and immediately prior to the engagement the person was employed by a Commonwealth employer (other than in the Parliamentary Services which are covered in clause 274), the Director-General will recognise any unused accrued personal/carer's leave at the employee's request. The Director-General will advise the employee of their ability to make this request.

277. Where an employee is engaged as an ongoing employee in National Archives, and immediately prior to the engagement the person was employed by a State or Territory Government, the Director-General may recognise any unused accrued personal/carer's leave, provided there is not a break in continuity of service.
278. For the purposes of clauses 272 to 277, an employee with a break in service of not more than 2 calendar months is considered to have continuity of service.

### **Leave without pay**

279. Where an employee is absent from duty without approval, all pay, and other benefits provided under this Agreement may cease to be available until the employee resumes duty or is granted leave. Where the leave is not granted, the absence will not count as service.

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

280. When an employee is on:
- 280.1 annual leave;
  - 280.2 purchased leave;
  - 280.3 defence reservist leave;
  - 280.4 First Nations ceremonial leave;
  - 280.5 NAIDOC leave;
  - 280.6 cultural leave; or
  - 280.7 long service leave; and
- becomes eligible for, under legislation or this agreement:
- 280.8 personal/carer's leave;
  - 280.9 compassionate or bereavement leave;
  - 280.10 jury duty;
  - 280.11 emergency services leave;
  - 280.12 leave to attend to family and domestic violence circumstances; or
  - 280.13 parental leave, premature birth leave, stillbirth leave or pregnancy loss leave;
- the affected period of leave will be re-credited.
281. 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.
282. Re-crediting is subject to appropriate evidence of eligibility for the substituted leave.

## **Long service leave**

- 283. An employee is eligible for long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.
- 284. 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 280 of this agreement.

## **Miscellaneous leave**

- 285. Having regard to the operational needs of National Archives, Miscellaneous Leave may be granted for the purposes of an employee's emergency or special circumstances not covered by other leave provisions provided for under this agreement.
- 286. Miscellaneous Leave may be granted by the Director-General, with or without pay, for the period applied for or for another period, may be subject to conditions, e.g. time limits and may count for service or not count for service. Where Miscellaneous Leave is not granted, reasons for non-approval will be provided in writing.
- 287. All Miscellaneous Leave without pay in excess of 30 days in a calendar year will not count as service for any purpose, except Long Service Leave. Leave without pay will not count for service for Long Service Leave unless the Director-General designates this leave to count for service on a case-by-case basis or as otherwise provided by *the Long Service Leave (Commonwealth Employees) Act 1976*.
- 288. A casual employee may be provided paid miscellaneous leave for the purposes of family and domestic violence support and otherwise by Government directive.

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

### *NAIDOC leave*

- 289. First Nations employees and employees recognised by the Aboriginal and Torres Strait Islander Community may access up to one day of paid leave per calendar year to participate in NAIDOC week activities.
- 290. Employees who do not identify as First Nations employees will be supported to participate, on paid time, in National Archives NAIDOC week activities.
- 291. NAIDOC leave can be taken in part days.

#### *First Nations ceremonial leave*

- 292. 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.
- 293. The Director-General may approve additional leave for cultural or ceremonial purposes as miscellaneous leave, with or without pay.
- 294. First Nations ceremonial Leave can be taken as part days.
- 295. First Nations ceremonial leave is in addition to compassionate and bereavement leave.

#### *Cultural leave*

- 296. The Director-General 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.
- 297. The Director-General may approve additional leave for cultural purposes as miscellaneous leave, with or without pay.
- 298. Cultural leave can be taken as part days.
- 299. For the avoidance of doubt, this leave does not cover cultural purposes or obligations which are eligible for paid leave under 291-294.

### **Parental leave**

- 300. A primary caregiver, secondary caregiver and ML Act is defined in the definitions section.
- 301. An employee who is a **primary caregiver** or **secondary caregiver** is entitled to parental leave up until 24 months from the date of the child's birth or placement (**parental leave period**). For the avoidance of doubt, this is inclusive of all legislated leave entitlements. The parental leave period does not extend non-ongoing employment where the employment period remaining is less than 24 months. An employee is only eligible for parental leave with pay as either a primary caregiver or a secondary caregiver for the particular parental leave period and cannot switch roles for the purpose of accessing additional paid leave.
- 302. 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.
- 303. 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*

304. An employee is entitled to parental leave with pay as per clauses 300-301 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.
305. Employees newly engaged in the agency or who have moved to National Archives from another APS agency are eligible for the paid parental leave in clauses 300-301 where such paid leave had not already been provided by another APS agency or Commonwealth employer in the 24 months since the child's date of birth or placement. If the paid leave used by the employee with the previous Commonwealth employer or APS agency is less than the limits specified in clauses 300-301, the balance is available to the employee.
306. 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

307. 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

308. **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.
309. **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.
310. **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.
311. The period of unpaid Parental Leave may commence up to six weeks before the expected date of birth but no later than the date of birth or placement of the child.

*Returning to work after a period of parental leave*

312. On ending Parental or Maternity Leave, an employee is entitled to return to:
- 312.1 the employee's pre-parental/maternity leave duties; or
  - 312.2 if those duties no longer exist, an available position for which the employee is qualified and suited at the same classification and pay as applied pre-parental/maternity leave will be sought.
313. For the purposes of clause 312, duties mean those performed:
- 313.1 if the employee was moved to safe duties because of the pregnancy, immediately before the move; or
  - 313.2 if the employee began working part-time because of the pregnancy, immediately before the part-time employment began; or
  - 313.3 otherwise, immediately before the employee commenced Maternity or Parental Leave.

*Adoption and long-term foster care*

314. 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:
- 314.1 is under 16 as at the day (or expected day) of placement;
  - 314.2 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
  - 314.3 is not (otherwise than because of the adoption) a child of the employee or the employee's spouse or de facto partner.
315. 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*

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

### *Pregnancy loss leave*

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

### *Premature birth leave*

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

### *Transitional provisions*

321. 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 320 until after the legislated paid maternity leave is used.

## **Compassionate leave**

322. Employees will be eligible for 3 days paid compassionate leave on each occasion when:
- 322.1 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
  - 322.2 the employee or their partner has a miscarriage.
323. An employee may be asked to provide evidence to support their absences on compassionate leave.
324. Compassionate leave for an occasion may be taken as 3 consecutive days or in separate periods totalling 3 days. This can include part days.

325. For casual employees, compassionate leave is unpaid.

## **Bereavement leave**

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

- 326.1 a member of their family (including a member of their household) or someone they had a close personal relationship with dies; or
- 326.2 a child is stillborn, where the child was a member of their family (including a member of their household).

327. An employee may be asked to provide evidence to support their absences on bereavement leave.

328. Bereavement leave for an occasion may be taken as 3 consecutive days or in separate periods totalling 3 days. This can include part days.

329. For casual employees, bereavement leave is unpaid.

## **Emergency response leave**

330. In line with section 108 of the FW Act, an employee who engages in an eligible community service activity is entitled to emergency response leave to volunteer for emergency management duties for:

- 330.1 the time engaged in the activity;
- 330.2 reasonable travelling time; and
- 330.3 reasonable recovery time.

331. 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 Director-General may provide additional emergency response leave with pay.

- 331.1 For the purposes of this clause, full rate of pay is to be as if the employee was at work.

332. Paid leave may be refused where the employee's role is essential to National Archives' response to the emergency.

333. 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.

334. The Director-General may approve reasonable paid or unpaid leave for ceremonial duties and training.

335. Emergency response leave, with or without pay, will count as service.

## **Jury duty**

336. 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.
337. Full and part-time employees will be released from duty on their full rate of pay. Payment for casuals will be as per the relevant state legislation.
- 337.1 For the purposes of this clause, full rate of pay is to be as if the employee was at work.
338. The employee is required to inform their manager before they are released from duty and provide evidence of the need to attend.
339. 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 National Archives for the period of absence. This will be administered in accordance with the overpayments clause.

## **Volunteer leave**

340. To encourage greater participation in the community, National Archives, subject to the Director-General's agreement may grant one paid day per calendar year to employees to undertake charitable or community-based work. It is intended that this leave will be for the purposes of assisting charitable, not for profit or other community-based organisations (e.g. Meals on Wheels, Lifeline Counselling). While paid leave is granted for such purposes, the employee will be subject to the work health and safety and compensation arrangements of the host organisation as is the case if undertaking such work in their own time.
341. Volunteers Leave may be taken in periods of less than one day, however, the total period of leave during a calendar year cannot exceed the equivalent of one Standard Working Day.

## **Defence reservist leave**

342. The Director-General will give an employee leave with or without pay to undertake:
- 342.1 Australian Defence Force (ADF) Reserve and continuous full-time service (CFTS); and
- 342.2 Australian Defence Force Cadet obligations.
343. An employee who is a Defence Reservist can take leave with pay for:
- 343.1 up to 4 weeks (20 days) in each financial year (pro-rata for part-time employees); and
- 343.2 an extra 2 weeks (10 days) in the first year of ADF Reserve service (pro-rata for part-time employees).
344. Leave can be built up and taken over 2 consecutive years. This includes the extra 2 weeks in the first year of service.

345. 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:
- 345.1 Australian Navy Cadets;
  - 345.2 Australian Army Cadets; and
  - 345.3 Australian Air Force Cadets.
346. In addition to the entitlement at clause 345, 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.
347. Paid defence reservist leave counts for service.
348. Employees may continue to access other components of their remuneration package, e.g. superannuation (subject to superannuation fund rules), studies assistance, salary reviews and cars.
349. Unpaid defence reservist leave for 6 months or less counts as service for all purposes. This includes periods of CFTS.
350. Unpaid leave taken over 6 months counts as service, except for annual leave.
351. Eligible employees may also apply for Annual Leave, Long Service Leave, leave without pay, top-up pay, or they may use flex time or make up time for the purpose of fulfilling ADF Reserve, CFTS or Cadet Force obligations.
352. An employee will not need to pay their tax free ADF Reserve salary to their agency for any reason.

## **Defence service sick leave**

353. 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:
- 353.1 warlike service; or
  - 353.2 non-warlike service.
354. An eligible employee can get 2 types of credits:
- 354.1 an initial credit of 9 weeks (45 days) defence service sick leave will apply as of the later below option:
    - 354.1.1 they start employment with the APS; or
    - 354.1.2 DVA certifies the condition; and
  - 354.2 an annual credit of 3 weeks (15 days) defence service sick leave.
355. 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.

- 356. Unused annual credits can be built up to 9 weeks.
- 357. An employee cannot use annual credits until the initial credit is exhausted.
- 358. Defence service sick leave is paid and counts as service for all purposes.

### **Leave to attend proceedings**

- 359. 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.
- 360. An employee who is not covered under clause 359, 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 National Archives.
- 361. An employee may otherwise be granted paid or unpaid miscellaneous leave by the Director-General 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.
- 362. The Director-General 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.

### **Moving House Leave**

- 363. One day per calendar year with pay will be approved by the Director-General for employees to move house where it cannot be planned for and evidence of a change in address is provided.

## **Section 7: Employee support and workplace culture**

### **Health and Wellbeing**

364. The National Archives values the health, safety and wellbeing of its employees, and, in conjunction with the Workplace Relations Committee (or its successor in the event of a name change), will continue to develop an annual Health and Wellbeing Program that provides a range of activities for employees that focusses on raising awareness and the promotion of good health outcomes.

### **Blood donation**

365. 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.
366. The employee must inform their manager in advance of when they will be away from work before donating blood, plasma or platelets.

### **Vaccinations**

367. National archives will offer annual influenza vaccinations to all employees at no cost.
368. Where this cannot be arranged onsite, employees will be reimbursed for out of pocket medical and pharmaceutical expenses incurred in obtaining the injection. The aim is to maximise participation in the initiative, and to minimise absence from the workplace.
369. Where National Archives 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**

370. Employees and their families 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 Archives and will be accessible on paid time. In addition, a critical incident service will be available to employees.



## Respect at work

### *Principles*

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

- 373. National Archives 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

- 374. National Archives will provide support for employees affected by family and domestic violence, depending on the employee's circumstances.
- 375. National Archives recognises that a holistic approach should be taken to support the employee, appropriate for the employee's individual circumstances.
- 376. Family and domestic violence support, including paid leave, are available to all employees covered by this agreement.
- 377. An employee experiencing family and domestic violence is able to access paid miscellaneous leave. Reasons an employee experiencing family and domestic violence may access this leave include, but are not limited to:
  - 377.1 illness or injury affecting the employee resulting from family and domestic violence;
  - 377.2 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;
  - 377.3 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;
  - 377.4 making arrangements for the employee's safety, or the safety of a close relative;
  - 377.5 accessing alternative accommodation;
  - 377.6 accessing police services;
  - 377.7 attending court hearings;

- 377.8 attending counselling; and
- 377.9 attending appointments with medical, financial or legal professionals.
378. This entitlement exists in addition to an employee's existing leave entitlements and may be taken as consecutive days, single days or part days and will count as service for all purposes.
379. 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.
380. These family and domestic violence support clauses do not reduce an employee's entitlement to family and domestic violence leave under the NES.
381. 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.
382. 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.
383. Evidence may be requested to support National Archives 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 National Archives will require, unless the employee chooses to provide another form of evidence.
384. 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.
385. National Archives will take all reasonable measures to treat information relating to family and domestic violence confidentially. National Archives will adopt a 'needs to know' approach regarding communication of an employee's experience of family and domestic violence, subject to steps National Archives may need to take to ensure the safety of the employee, other employees or persons, or mandatory reporting requirements.
386. Where National Archives needs to disclose confidential information for purposes identified in clause 385, where it is possible National Archives will seek the employee's consent and take practical steps to minimise any associated safety risks for the employee and/or privacy breaches.
387. National Archives 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.
388. 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.
389. National Archives 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.
390. Further information about leave and other support available to employees affected by family and domestic violence may be found in policy.

## **Integrity in the APS**

- 391. National Archives 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 Archives' decisions.
- 392. 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.
- 393. Employees can, during their ordinary work hours, take time to:
  - 393.1 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
  - 393.2 attend National Archives' mandated training about integrity.

## **First Nations cultural competency training**

- 394. The Director-General 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.
- 395. 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.

## **Diversity**

- 396. National Archives is committed to the principles of fairness, equity, diversity in employment; and the fostering of an environment free of bullying and all National Archives employees have a responsibility to uphold and demonstrate these principles in the conduct of their day-to-day work.
- 397. Further information is included in the relevant policy.

## **Lactation and breastfeeding support**

- 398. Reasonable paid time during work hours will be provided for lactation breaks for breastfeeding, expressing milk and other associated activities.
- 399. National Archives will provide access to appropriate facilities for the purpose of breastfeeding or expressing milk, subject to clause 400. In considering whether a space is appropriate, the agency should consider whether:
  - 399.1 there is access to refrigeration;
  - 399.2 the space is lockable; and
  - 399.3 there are facilities needed for expressing, such as appropriate seating.
- 400. Where it is not practicable for a National Archives' site to have a designated space, a flexible approach will be taken so that the employee can access the support required.
- 401. National Archives will facilitate discussion between individual employees and their managers about accommodating the employee's lactation needs and practical arrangements to meet these needs.
- 402. The manager and employee shall discuss any flexible working arrangements that may be needed to support lactation. This may include consideration of arrangements such as working from home and/or remote working or varying work hours on an ad-hoc or regular basis. Wherever possible, requests by an employee will be accommodated, noting these needs may be changed over time.
- 403. Further information is available in policy.

## **Disaster support**

- 404. 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 Director-General will consider flexible working arrangements to assist the employee to perform their work.
- 405. Where flexible working arrangements are not appropriate, the Director-General 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.
- 406. In considering what period of leave is appropriate, the Director-General 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

407. National Archives Performance Management Policy will apply to all employees.
408. The Performance Management Policy is underpinned by principles for a fair and effective APS performance management system, including:
- 408.1 linking individual performance to National Archives' business outcome, strategic priorities and capabilities;
  - 408.2 determining incremental advancement within a classification;
  - 408.3 providing a mechanism for two-way feedback between manager and employees;
  - 408.4 identifying and supporting learning and development opportunities;
  - 408.5 providing for realistic and measurable performance measures;
  - 408.6 ensuring feedback is conducted with a 'no surprises' principle.
409. The Performance Management Scheme operates over a 12-month cycle, with formal mid-cycle and end of cycle reviews. Under the scheme, incremental advancement within a classification range will be based on the final performance review rating subject to an assessment period of at least six months (see clause 31 for eligibility). The following will apply:
- 409.1 A performance rating of 5 (Exceptional) will mean accelerated progression to the pay point two above their current pay point (if available to the employee in the classification range).
  - 409.2 A performance rating of 4 (Exceeds expectations) will mean progression to the next pay point (if available to the employee in the classification range).
  - 409.3 A performance rating of 3 (Fully effective) will mean progression to the next pay point (if available to the employee in the classification range).
  - 409.4 A performance rating of 2 (Requires development) will mean no change to pay point.
  - 409.5 Following a performance rating of 1 (Not satisfactory), the unsatisfactory performance provisions of the scheme will apply, and will include no change to the pay point.
410. Incremental advancement, through pay points, will take effect on the first pay day in September following the performance assessment.

### Managing Unsatisfactory Performance

411. Where work performance issues are identified, the manager and employee will work constructively together to address the issues fairly and promptly as they arise, applying natural justice and procedural fairness principles. The employee will be given assistance and the opportunity to improve their performance to a satisfactory level in accordance with the performance management policy.

412. These provisions do not apply where:
- 412.1 non-ongoing employees are within two months of the expiration of their period of employment;
  - 412.2 employees on probation;
  - 412.3 action is being taken under the Code of Conduct procedures;
  - 412.4 there is a health-related reason for the unsatisfactory performance; or
  - 412.5 an essential qualification has been lost.
413. Where performance consistently falls below the required standard despite attempts to improve performance under the relevant policy, through a performance improvement plan, including development options, the following clauses 414-420 will apply.
414. The manager will provide the employee with a written warning on the need for their performance to improve. The warning will specify:
- 414.1 the acceptable standard of work;
  - 414.2 how the employee's work does not meet the standard; and
  - 414.3 that the performance will need to improve over the next three months, or a lesser period as agreed (assessment period).
415. During the assessment period, the manager and employee will meet regularly to assess the employee's performance. The manager will prepare a progress report on the performance. The employee must be given the opportunity to provide comment on the manager's progress report.
416. If the employee has met the expected standard of performance at the end of the assessment period, no further action will be taken.
417. If at the end of the assessment period, the employee's performance fails to meet the expected standard, the Director-General may issue a notice of Intention to:
- 417.1 re-assign duties;
  - 417.2 reduce the employee's classification;
  - 417.3 terminate the employee on the grounds of unsatisfactory performance; or
  - 417.4 extend the plan.
418. The employee will have seven calendar days to show cause why this action should not be taken. The Director-General has the discretion to extend this period in special circumstances.
419. The Director-General, having considered any representation submitted, may affect the re-assignment of duties at the same or reduced classification level of the employee or extend the plan or issue a notice of termination.
420. Where they choose to do so, employees may seek the assistance of a support person at any stage of the above process.

## **Workloads**

- 421. National Archives 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.
- 422. When determining workloads for an employee or group of employees, National Archives will consider the need for employees to strike a balance between their work and personal life.
- 423. Where an employee or group of employees raise that they have experienced significant workload pressures over a prolonged period of time, National Archives 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**

- 424. Study assistance is available for eligible employees to undertake formal courses of study at tertiary and higher education institutions and other vocational education courses, where the study is agreed to and relevant to the business requirements of National Archives and the Australian Public Service.
- 425. National Archives is committed to supporting the careers of Aboriginal and Torres Strait Islander employees as part of the government-wide agenda of 'Closing the Gap', which aims to create respectful and supportive relationships between Indigenous and non-Indigenous Australians. National Archives provides additional study assistance for Aboriginal and Torres Strait Islander employees to undertake their study.
- 426. National Archives is committed to supporting the careers of diverse groups of employees including people with disability, employees from culturally diverse backgrounds and/or those experiencing hardship. National Archives provides additional study assistance for these employees to undertake their study.
- 427. Further information on Study Assistance, including additional study assistance support can be found in the study assistance guidelines.

## **Learning and development**

- 428. The National Archives will build capability through openness to new ideas, regular and constructive feedback and a strong commitment to developing all employees to their full potential by providing a range of learning and development opportunities and recognising the importance of supporting the development of employees.
- 429. Learning and development may include training, attendance at conferences, workshops and seminars, cross-training and other development activities which support an employee's current role as well as career progression within the National Archives and the Australian Public Service. This can be either agency mandated learning and development, or activities at the employee's initiative, and may or may not have a cost attached. It is separate to study assistance and performance management related training.

- 430. Supervisors will genuinely consider learning and development requests on a case-by-case basis, with a bias towards approving reasonable requests, taking into consideration budget and operational requirements.
- 431. The Director-General (or delegate) may approve the reasonable reimbursement of professional memberships or accreditation where it is determined that the membership or accreditation is a necessary requirement of the employee's role or is relevant to the National Archives' priorities.



## **Section 9: Travel and location-based conditions**

### **Domestic Air Travel**

- 432. Unless otherwise approved, economy class travel will be used where employees are required to travel by air within Australia on official business.
- 433. Corporate membership to an airline lounge may be provided to employees who fly regularly on official business.

### **Domestic Travelling Time**

- 434. Where an APS Level 1-6 employee is required to travel on official business during the normal bandwidth, they are entitled to record flex time for the time spent travelling.
- 435. Where any employee (APS Level 1 – EL2) is required to travel on official business outside the bandwidth, the manager and employee will discuss a reasonable period of time off in lieu and the timeframe in which it should be taken recognising both the operational requirements of the National Archives and the personal commitments of the employee.

### **Domestic Travelling Allowance**

- 436. All travel must be organised to ensure maximum value to the Commonwealth with no personal expense, monetary gain or other type of benefit to the employee. In requiring travel for business purposes, managers will consider an employee's family responsibilities, personal circumstances, and work health and safety factors that may affect an employee's ability to travel and where possible make alternate arrangements for travel.
- 437. Unless otherwise agreed by the employee, an allowance will be payable to an employee who travels on official business and is away from home overnight. The allowance, which is payable in advance, is to meet the cost of accommodation, meals and any incidental expenses incurred by the employee while travelling on official business and will be calculated in accordance with reasonable rates. The Director-General will determine the most reasonable rates as available during the life of this agreement.
- 438. Where an employee is provided with either accommodation or meals, or both, at the National Archives' expense, the employee will not be paid for those components of Travelling Allowance in respect of any accommodation or meals provided.
- 439. Upon the presentation of receipts, an employee will be reimbursed for reasonable additional costs for alternative care purposes incurred as a direct consequence of their travel on official duty. For this clause to apply, the employee must have primary caring responsibility for an immediate family or household member who is dependent on their care and support.

### **Overseas Air Travel**

- 440. Business class air travel (or recognised equivalent) will be used for the international segments, where the employee is required to travel overseas on official business. Where the journey involves travelling time of more than 12 hours, the employee will not be required to attend work before having had a reasonable opportunity to recuperate, either at the destination or

en route. The employee is considered to be at work during this rest period. The rest period should not exceed:

440.1 48 hours for travel to Europe, the Middle East, Africa, the Americas or the West Indies; or

440.2 24 hours in any other case.

441. Consistent with clause 66, unless covered by insurance, National Archives will reimburse an employee for loss of luggage and personal effects while travelling overseas on official business.

## **Overseas Travelling Allowance**

442. Where an employee is approved by the Director-General to travel overseas on official business, the employee will be:

442.1 provided with a corporate credit card to meet aquittable costs e.g. accommodation and any unforeseen work-related expenses, where these expenses cannot be directly billed to the National Archives;

442.2 paid Overseas Travelling Allowance for meals and incidental expenses, to be calculated in accordance with the rates as determined by the Director-General; and

442.3 provided with an acquittable cash advance to cover projected expenses likely to be incurred in the course of their work, e.g. interpreter fees.

443. The Director-General may, subject to the presentation of receipts or other satisfactory evidence, authorise an additional payment in circumstances where an employee has incurred reasonable costs in excess of the Overseas Travelling Allowances calculated under clause 442.

444. Where assistance of an emergency nature is required and the Comcover arrangements are not effective in these circumstances, an employee may use their corporate credit card to ensure any necessary medical or hospital treatment.

445. Approval will be given, upon the presentation of receipts, to reimburse an employee for reasonable additional costs for alternative care purposes incurred as a direct consequence of their overseas travel on official duty. For this clause to apply, the employee must have primary caring responsibility for an immediate family or household member who is dependent on their care and support.

## **Excess Travelling Time**

446. Where an employee below the APS Level 4 classification is required to work temporarily away from their usual place of work in the same geographical area and this involves excess travelling time (ETT) of more than 30 minutes in excess of normal travelling time, the employee will receive TOIL for this ETT at the rate of single time. Payment for ETT will be authorised where it is unlikely that the employee will be able, or has been unable, to take TOIL within three months of the ETT having occurred.

447. Where an employee below the APS Level 4 classification is relocated as a result of the transfer of their work function from one location to another in the same geographical area, the

employee will be entitled to ETT in accordance with clause 446. Under this clause, eligibility for ETT will be for a maximum of three months and cannot be paid as a lump sum in advance.

## **Excess Fares**

448. An employee below the APS Level 4 classification will be entitled to reimbursement of excess fares where temporarily performing work at a place other than their usual place of work in the same geographical area, when the cost of travel to and from the temporary place of work is greater than the cost of travel to and from the usual place of work. Excess fares are not reimbursed where the employee is receiving Travelling Allowance or, subject to clause 449, has moved in anticipation of a permanent move.
449. Where an employee below the APS Level 4 classification is relocated as a result of the transfer of their work function from one location to another in the same geographical area, the employee will be entitled to reimbursement of excess fares in accordance with clause 448. Under this clause, eligibility for reimbursement of excess fares will be for a maximum of three months and cannot be paid as a lump sum in advance.

## **Reimbursement of fares**

450. Where an employee becomes critically or dangerously ill while travelling on official business and a member of the immediate family travels to visit the employee, the National Archives will, where requested and supplied with satisfactory medical evidence, reimburse the family member for reasonable travel costs.

## **Relocation assistance**

451. Where an employee is required to relocate on engagement with National Archives, the employee will be provided with financial relocation assistance.
452. Employees who relocate on an ongoing reassignment, movement or promotion to a different geographic location will receive reimbursement or payment of reasonable relocation costs and two days leave to relocate from the employee's existing residence to their new residence, where applicable and will receive reimbursement or payment of reasonable relocation costs.
453. Reasonable expenses associated with the relocation include:
- 453.1 the cost of transport of the employee, their dependents and partner by the most economical means;
  - 453.2 removal expenses, namely the reimbursement of reasonable incurred costs of the removal of furniture and household effects of the employee, dependants and partner;
  - 453.3 the reimbursement of the cost of the insurance premium based on a reasonable replacement value;
  - 453.4 temporary accommodation costs (as agreed) at the new location;

- 453.5 the reasonably incurred expenses in kennelling and transport of pets, up to the amount specified in the APS Award, and
  - 453.6 education costs (as agreed) incurred in avoiding serious disruption to the final two years of their child's/children's secondary education.
454. In addition, to the above costs reimbursement for reasonable costs associated with:
- 454.1 the sale and purchase of a home; and
  - 454.2 stamp duty on registering one motor vehicle or motorcycle owned by an employee at the new location and associated establishment fees for the transfer of a driving licence and registration.

## **Temporary Relocation Assistance**

455. Where employees are required to work in a different geographic location for three weeks (i.e. 21 days) or less, a Travelling Allowance will be paid as per clauses 436-439.
456. Where employees are required to work in a different geographic location for a period up to 13 weeks, a Travelling Allowance will be paid as per clauses 436-439 for the first three weeks (i.e. 21 days) from the day work commenced at the new location. The Director-General may agree with the employee an agreed package of assistance for reasonable transport, removal, temporary accommodation costs and out of pocket expenses for the remaining period (four to 13 weeks).
457. 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. For periods of temporary relocation exceeding 13 weeks, the Director-General may agree with the employee an agreed package of assistance as provided at clause 456.
458. Where claims for reimbursement of expenses for temporary relocation are not approved, the employee will be provided with the reasons why the expense was considered inappropriate or unreasonable, in writing.
459. Employees who temporarily work in another geographic location at their request may receive temporary relocation assistance at the discretion of the Director-General.
460. Further information is included in the relocation assistance policy.

# Section 10: Consultation, representation and dispute resolution

## Consultation

### *Principles*

- 461. 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.
- 462. National Archives is committed to consulting with employees and relevant union(s) about the implementation of this agreement and issues affecting their entitlements and conditions of employment. National Archives:
  - 462.1 the importance of inclusive and respectful consultative arrangements;
  - 462.2 employees and the relevant union(s) should have a genuine opportunity to influence decisions;
  - 462.3 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;
  - 462.4 consultation with employees and relevant unions(s) on workplace matters that significantly affect or materially impact them is sound management practice; and
  - 462.5 the benefits of employee and union involvement and the right of employees to be represented by their union.
- 463. Genuine and effective consultation involves:
  - 463.1 providing employees and the relevant union(s) with a genuine opportunity to influence the decision prior to a decision being made;
  - 463.2 providing all relevant information to employees and the relevant union(s) in a timely manner to support consideration of the issues;
  - 463.3 considering feedback from employees and the relevant union(s) in the decision-making process; and
  - 463.4 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*

464. Consultation is required in relation to:

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

465. National Archives, 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*

466. This clause applies if National Archives:

- 466.1 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
- 466.2 proposes to introduce a change to the regular roster or ordinary hours of work of employees.

*Representation*

467. 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.

468. National Archives must recognise the representative if:

- 468.1 a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- 468.2 the employee or employees advise the employer of the identity of the representative.

### *Major change*

469. In this clause, a major change is **likely to have a significant effect on employees** if it results in, for example:
- 469.1 the termination of the employment of employees; or
  - 469.2 major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
  - 469.3 the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - 469.4 the alteration of hours of work; or
  - 469.5 the need to retrain employees; or
  - 469.6 the need to relocate employees to another workplace; or
  - 469.7 the restructuring of jobs.
470. The following additional consultation requirements in clauses 471-477 to apply to a proposal to introduce a major change referred to in clause 464.3.
471. Consultation with employees and the relevant union(s) and/or recognised representatives will occur prior to a decision being made, subject to clause 465.
472. Where practicable, a National Archives 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.
473. National Archives must notify employees and relevant union(s) and/or recognised representatives of the proposal to introduce the major change as soon as practicable.
474. As soon as practicable after proposing the change, or notifying of the change in circumstances described at clause 465, National Archives must:
- 474.1 discuss with affected employees and relevant union(s) and/or other recognised representatives:
    - 474.1.1 the proposed change:
    - 474.1.2 the effect the proposed change is likely to have on the employees; and
    - 474.1.3 proposed measures to avert or mitigate the adverse effect of the proposed change on the employees; and
  - 474.2 for the purposes of the discussion – provide, in writing, to employees and the relevant union(s) and/or other recognised representatives:
    - 474.2.1 all relevant information about the proposed change, including the nature of the change proposed; and
    - 474.2.2 information about the expected effects of the proposed change on the employees; and
    - 474.2.3 any other matters likely to affect the employees.

475. National Archives 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.
476. However, National Archives is not required to disclose confidential or commercially sensitive information to employees and the relevant union(s) and/or other recognised representatives.
477. If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of National Archives, the requirements set out in clauses 460-477 are taken not to apply.

*Change to regular roster or ordinary hours of work*

478. The following additional consultation requirements in clauses 479-481 apply to a proposal to introduce a change referred to in clause 464.5.
479. National Archives must notify affected employees and the relevant union(s) and/or other recognised representatives of the proposed change.
480. As soon as practicable after proposing to introduce the change, National Archives must:
- 480.1 discuss with employees and the relevant union(s) and/or other recognised representatives:
    - 480.1.1 the proposed introduction of the change; and
  - 480.2 for the purposes of the discussion – provide to the employees and relevant union(s) and/or other recognised representatives:
    - 480.2.1 all relevant information about the proposed change, including the nature of the proposed change; and
    - 480.2.2 information about what the employer reasonably believes will be the effects of the proposed change on the employees; and
    - 480.2.3 information about any other matters that the employer reasonably believes are likely to affect the employees; and
  - 480.3 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). However, National Archives is not required to disclose confidential or commercially sensitive information to the relevant employees and the relevant union(s) and/or other recognised representatives.
481. National Archives 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*

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



## **Agency consultative committee**

483. The Director-General will have an agency consultative committee – the Workplace Relations Committee (WRC), or successor committee in the event of a name change – for management to consult with employees and relevant union(s) and discuss relevant workplace matters. The WRC will meet at least 3 times a year.
484. The WRC, or successor committee in the event of a name change, will operate subject to an agreed terms of reference and structure for the term of the agreement. Representation on the committee will be in accordance with the terms of reference. National Archives recognises the workplace relations committee as the primary channel for workplace consultation with employees and their representatives.
485. National Archives and its employees agree that such policies, programs and/or guidelines when developed or varied will be available to all employees and the WRC for a reasonable period to provide comment and feedback. National Archives will consider any comments and feedback received prior to a decision being made. Further information can be found in the Workplace Relations Committee's Terms of Reference.

## **APS consultative committee**

486. The Director-General 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**

487. If a dispute relates to:
- 487.1 a matter arising under the agreement; or
  - 487.2 the National Employment Standards;
- this term sets out procedures to settle the dispute.
488. An employee or union who is covered by this agreement may initiate and/or be a party to a dispute under this term.
489. 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.
490. 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.
491. 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 490 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.

492. The Fair Work Commission may deal with the dispute in 2 stages:
- 492.1 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
  - 492.2 if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
    - 492.2.1 arbitrate the dispute; and
    - 492.2.2 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.*

493. While the parties are attempting to resolve the dispute using the procedures in this term:
- 493.1 an employee must continue to perform their work as they would normally in accordance with established custom and practice at National Archives that existed immediately prior to the dispute arising unless they have a reasonable concern about an imminent risk to their health or safety; and
  - 493.2 subject to 593.1, 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:
    - 493.2.1 the work is not safe; or
    - 493.2.2 applicable work health and safety legislation would not permit the work to be performed; or
    - 493.2.3 the work is not appropriate for the employee to perform; or
    - 493.2.4 there are other reasonable grounds for the employee to refuse to comply with the direction.
494. The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.
495. Any disputes arising under National Archives of Australia Enterprise Agreement 2017-2020 as maintained by Public Service (Subsection 24(1) National Archives of Australia Non-SES Employees) Determination 2020/5 and Public Service (Subsection 24(1) National Archives of Australia Non-SES Employees) Determination 2023/4 or the National Employment Standards that were formally notified under clause 327 – 333 of National Archives of Australia Enterprise Agreement 2017-2020 before the commencement of this agreement, that remain unresolved at the date of commencement of this agreement, will be progressed under the dispute resolution procedures in this agreement.

*Leave of absence to attend proceedings*

496. Where the provisions of clauses 491-495 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 488, 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 491.

## **Delegates' rights**

- 497. 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.
- 498. The role of union delegates is to be respected and supported.
- 499. National Archives and union delegates will work together respectfully and collaboratively.
- 500. A protocol for union and workplace delegate activity will be agreed and maintained by the Director-General and relevant unions.

### *Supporting the role of union delegates*

- 501. National Archives respects the role of union delegates to:
  - 501.1 provide information, consult with and seek feedback from employees in the workplace on workplace matters;
  - 501.2 consult with other delegates and union officials, and get advice and assistance from union officials;
  - 501.3 represent the interests of members to the employer and industrial tribunals; and
  - 501.4 represent members at relevant union forums, consultative committees or bargaining.
- 502. National Archives 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.
- 503. 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.
- 504. To support the role of union delegates, National Archives will, subject to legislative and operational requirements, including privacy and security requirements:
  - 504.1 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;
  - 504.2 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;
  - 504.3 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;

504.4 provide access to new employees as part of induction; and

504.5 provide reasonable access to union delegates to attend appropriate paid time training in workplace relations matters, during normal working hours.

505. 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 Archives before speaking publicly in that capacity, subject to the APS Code of Conduct and legislative requirements.

## **Employee representational rights**

506. National Archives recognises the legitimate role of unions in the workplace and that employees are free to choose whether or not to join a union. An employee may have an employee representative who may be a union or a nominated non-union representative to represent their interests. National Archives, the employee and their representative will deal with each other in good faith. The role of employee representatives will be respected and facilitated, in accordance with the FW Act 2009.

## Section 11: Separation and retention

### Resignation

- 507. An employee may resign from their employment by giving the Director-General at least 14 calendar days' notice.
- 508. At the instigation of the Director-General, 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.
- 509. The Director-General has the discretion to agree to a shorter period of notice or waive the requirement to give notice.

### Payment on death of an employee

- 510. When an employee dies, or the Director-General has directed that an employee is presumed to have died on a particular date, subject to any legal requirements, the Director-General 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. Long Service Leave credits will be paid out in accordance with the *Long Service Leave Act (Commonwealth Employees) 1976*.

### Redeployment, retraining, redundancy

- 511. These provisions apply only to ongoing employees who are not on probation and whose employment is identified as excess to National Archives requirements.
- 512. In implementing these provisions, the Director-General is required to comply with APS policies and principles that relate to redeployment and retention, including involuntary retrenchment. Further information can be found in the APS Redeployment Policy and Managing Redeployment in the APS: Guidelines for agencies.
- 513. For the purpose of this agreement, an employee is excess if:
  - 513.1 the employee is included in a class of National Archives employees which comprises a greater number of employees than is necessary for the efficient and economical working of National Archives;
  - 513.2 the services of the employee cannot be effectively used because of technological or other changes in the work methods of National Archives or structural or other changes in the nature, extent or organisation of the functions of National Archives; or
  - 513.3 the duties usually performed by the employee are to be performed at a different locality (as defined), the employee is not willing to perform duties at the locality and

the Director-General has determined that the provisions of this clause apply to that employee.

514. Throughout the application of the following provisions:

514.1 the Director-General will take all reasonable steps, consistent with the efficient management of National Archives, to reassign duties to an excess employee at an equal classification level within National Archives, including giving priority to National Archives' excess employees, subject to suitability, when filling National Archives' vacancies or to facilitate a move to another APS agency;

514.2 the Director-General, in consultation with the employee, will take all reasonable steps to facilitate redeployment to another APS agency, where redeployment in National Archives is not likely;

514.3 the Director-General will consider the retraining of an excess, or potentially excess, employee where:

514.3.1 retraining would be in National Archives' interest;

514.3.2 retraining would lead to successful placement within the retention period applying to the employee (see clause 533); or

514.3.3 retention in employment is unlikely to be possible without retraining; and

514.4 an employee or a person of their choice may raise issues concerning a retrenchment situation directly with their supervisor or Director.

#### *Consultation process*

515. When the Director-General is aware that an employee is likely to become excess, the Director-General will at the earliest practicable time advise the employee of the situation. Where possible a minimum of three months' notice will be given where redeployment or retrenchment is likely to occur.

516. Discussions with the potentially excess employee or, where an employee requests, with the employee's representative, will be held to consider:

516.1 measures which might be taken to reduce the incidence of an employee becoming excess;

516.2 the method of identifying an employee as excess, having regard to the efficient and economical working of the National Archives and the relative suitability of employees;

516.3 redeployment opportunities for the employee concerned; and

516.4 whether voluntary retrenchment might be appropriate and whether the employee wants to be offered voluntary retrenchment.

517. The Director-General will not advise an employee that they are excess until the discussions referred to in clause 516 have occurred. The period of these discussions will not exceed one month (or lesser period as agreed).

518. Potentially excess employees will be offered access to financial and career advice, to be arranged and paid for by National Archives at the time of notification in accordance with clause 521.

#### *Voluntary retrenchment*

519. Where the Director-General invites an excess employee to do so, the employee will have one month to elect for voluntary retrenchment. The Director-General will not give notice of termination of employment under Section 29(3)(a) of the PS Act before the end of that period or until such election is received (in circumstances where the election is received before the end of that period).
520. Within the month of election the employee must have access to information on the amount of severance pay, pay in lieu of notice and paid up leave credits; the amount of accumulated superannuation contributions; options concerning superannuation; the taxation rules applying to the various payments; and assistance up to a maximum of \$751.28 for financial counselling and a further \$751.28 for career guidance and counselling, on a reimbursement basis and inclusive of GST, if not received previously under clause 518. This allowance will be increased on 13 March 2025 and 12 March 2026 using the most recently released December quarter all groups CPI as published by Australian Bureau of Statistics. Where the late provision of information does not allow reasonable time for the employee to consider their options, the election period will be extended to ensure the employee has a total of one month for consideration. The information is provided for guidance purposes only and is not an offer capable of forming a binding contract.
521. An excess employee will only be invited to elect for voluntary retrenchment once.

#### *Period of notice*

522. Where the employee elects to be voluntarily retrenched, the Director-General may accept this election and terminate the employee's employment under the PS Act on the grounds that the employee is excess to requirements and, upon acceptance will give the required period of notice. The period of notice will be four weeks (or five weeks for an employee over 45 with at least five years continuous service).
523. Where the Director-General directs, or the employee requests, a termination date within the notice period, the employee's employment will terminate on that date. The employee will be paid compensation instead of notice for the unexpired portion of the notice period. The payments an employee would have received in respect of the ordinary time the employee would have worked during the period of notice, had the employment not been terminated, will be used in calculating any payment in lieu of notice.

#### *Severance benefit*

524. An employee who elects voluntary retrenchment and whose employment is terminated by the Director-General under the *PS Act 1999* on the grounds that the employee is excess to requirements is entitled to be paid two weeks salary for each completed year of continuous service, plus a pro rata payment for completed months of service since the last completed year of service.

525. Subject to any minimum amount the employee is entitled to under the NES, the minimum sum payable under clause 524 will be four weeks salary and the maximum will be 48 weeks salary.
526. The severance benefit will be calculated on a pro rata basis for any period where an employee has worked part-time hours during their period of service and the employee has less than 24 years full-time service, subject to any minimum amount the employee is entitled to under the NES.
527. Subject to clauses 528 and 529, service for severance pay purposes means:
- 527.1 service in an APS Agency;
  - 527.2 Government service as defined in the *Long Service Leave (Commonwealth Employees) Act 1976*;
  - 527.3 service with the Commonwealth (other than service with a joint Commonwealth-State body or a body corporate in which the Commonwealth does not have a controlling interest) which is recognised for Long Service Leave purposes;
  - 527.4 service with the Australian Defence Forces;
  - 527.5 APS service immediately preceding deemed resignation (as defined), if the service has not previously been recognised for severance pay purposes; and
  - 527.6 service in another organisation where the employee was transferred from that organisation with a transfer of function, or the employee was engaged by that organisation on work within a function and was appointed as a result of the transfer of that function to the APS, and such service is recognised for Long Service Leave purposes.
528. Any period of service which ceased:
- 528.1 through termination on the following grounds, or on a ground equivalent to any of the following grounds:
    - 528.1.1 the employee lacks, or has lost, an essential qualification for performing their duties;
    - 528.1.2 non-performance, or unsatisfactory performance of duties;
    - 528.1.3 inability to perform duties because of physical or mental incapacity;
    - 528.1.4 failure to satisfactorily complete an entry level training course;
    - 528.1.5 failure to meet a condition imposed under Sub-section 22(6) of the PS Act 1999; or
    - 528.1.6 a breach of the Code of Conduct; or
  - 528.2 on a ground equivalent to a ground listed in 528.1 above under the repealed *PS Act 1922*;
  - 528.3 through voluntary retirement at or above the minimum retiring age applicable to the employee; or



- 528.4 with the payment of a redundancy benefit or similar payment or an employer financed retirement benefit, will not count as service for severance pay purposes.
- 528.5 Absences from work which do not count as service for Long Service Leave purposes will not count as service for severance pay purposes.

*Rate of payment – severance benefit*

- 529. For the purpose of calculating any payment under clause 527, salary will include:
  - 529.1 the employee’s full-time salary, adjusted on a pro rata basis for periods of part-time service;
  - 529.2 payment for temporary reassignment of duties where the employee has been assigned duties at a higher level 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
  - 529.3 other allowances in the nature of salary which have been paid during periods of annual leave and on a regular basis, excluding allowances which have been a reimbursement for expenses incurred, or a payment for disabilities associated with the performance of duty.
  - 529.4 shift penalties are to be included in salary where the employee has undertaken shift work and is entitled to shift penalties for 50% or more of the pay periods in the 12 months preceding the date on which the employee is given notice of termination. The employee is entitled to have the weekly average of the penalties payable over the 12 months immediately preceding the date on which the employee is given notice of termination included in salary.

*Offer of voluntary retrenchment before involuntary retrenchment*

- 530. Where a redundancy situation affects a number of employees engaged in the same work at the same level and in the same location, and employees have been invited to elect for voluntary retrenchment, the Director-General generally should not involuntarily terminate the employment of those employees, if there are employees engaged in that work at that level in that location who have elected for voluntary retrenchment which has not been accepted by the Director-General and still wish to elect for voluntary retrenchment.
- 531. The Director-General may invite employees who are not excess to elect for voluntary retrenchment where the termination of the employment of those employees would allow the redeployment of excess employees who do not wish to elect for voluntary retrenchment.

*Retention periods*

- 532. Where an excess employee has been invited to elect for voluntary retrenchment, and has not accepted the invitation to voluntarily retire, the employee will commence the following retention period:
  - 532.1 13 months where an employee has 20 or more years of service or is over 45 years of age; or
  - 532.2 seven months for other employees.

533. Each of the periods in clause 532 are to be reduced by the number of weeks redundancy pay that the employee would be entitled to at the expiration of the retention period under the NES.
534. The retention period will commence on the earlier of the following:
- 534.1 the day the employee is advised in writing by the Director-General that they are an excess employee; or
  - 534.2 one month after the day on which the Director-General invites the employee to elect to be retrenched.
535. During the retention period the Director-General:
- 535.1 will continue to take reasonable steps to find alternative employment for the excess employee; and/or
  - 535.2 may with four weeks' notice, in consultation with the employee, reduce the excess employee's classification as a means of securing alternative employment for the excess employee. Where an excess employee is reduced in classification before the end of the appropriate retention period, the employee will continue to be paid at the previous level for the balance of the retention period.
536. The excess employee may request assistance in meeting reasonable travel and incidental expenses incurred in seeking alternative employment where these are not met by the prospective employer.
537. The retention periods specified in clause 532 and 533 and the notice period specified in clause 539 will be extended by any periods of Personal/Carer's Leave arising through illness of the employee and supported by medical evidence which is taken during these periods.
538. Where the Director-General is satisfied there is insufficient productive work available for an excess employee during the retention period and that there is no reasonable redeployment prospects in the APS, the Director-General may, with the agreement of the employee, terminate the employee's employment under Section 29 of the PS Act and pay the balance of the retention period (adjusted for the NES under clause 533 above) as a lump sum. This payment will be taken to include the payment in lieu of notice of termination of employment. An employee whose employment is terminated in these circumstances will also be entitled to a redundancy payment in accordance with their NES entitlement.

#### *Involuntary Retrenchment*

539. An excess employee will not be retrenched involuntarily if the employee has not been invited to elect to be voluntarily retrenched as per clauses 519-538 or has elected to be voluntarily retrenched but the Director-General refuses to approve it.
540. An excess employee will be given four weeks' notice (or five weeks' notice for an employee over 45 years of age with at least five years of continuous service) where it is proposed that the employee be involuntarily retrenched. The specified periods of notice will as far as practicable be served concurrently with the retention periods.

## Attachment A – Base salaries

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Broadband	Classification	Pay Points	As at 31 August 2023	From the later of commencement of the agreement or 14 March 2024	From 13 March 2025	From 12 March 2026
NAA 1 – NAA 2	APS LEVEL 1	NAA 1-1	\$50,146	\$52,152	\$54,516	\$57,497
		NAA 1-2	\$51,985	\$54,064	\$56,119	\$58,027
		NAA 1-3	\$53,826	\$55,979	\$58,106	\$60,082
		NAA 1-4	\$55,172	\$57,379	\$59,559	\$61,584
	APS LEVEL 2	NAA 2-1	\$57,322	\$59,615	\$61,880	\$63,984
		NAA 2-2	\$59,163	\$61,530	\$63,868	\$66,040
		NAA 2-3	\$61,002	\$63,442	\$65,853	\$68,092
		NAA 2-4	\$62,528	\$65,029	\$67,500	\$69,795
NAA 3 – NAA 4	APS LEVEL 3	NAA 3-1	\$64,408	\$66,984	\$69,530	\$71,894
		NAA 3-2	\$66,248	\$68,898	\$71,516	\$73,948
		NAA 3-3	\$68,085	\$70,808	\$73,499	\$75,998
		NAA 3-4	\$69,789	\$72,581	\$75,339	\$77,901

	APS LEVEL 4	NAA 4-1	\$71,767	\$74,638	\$77,474	\$80,108
		NAA 4-2	\$73,607	\$76,551	\$79,460	\$82,162
		NAA 4-3	\$75,448	\$78,466	\$81,448	\$84,217
		NAA 4-4	\$77,333	\$80,426	\$83,483	\$86,321
NAA 5	APS LEVEL 5	NAA 5-1	\$79,126	\$82,291	\$85,418	\$88,834
		NAA 5-2	\$80,969	\$84,208	\$87,408	\$90,380
		NAA 5-3	\$82,808	\$86,120	\$89,393	\$92,432
		NAA 5-4	\$84,878	\$88,273	\$91,809	\$94,931
		NAA 5-5				\$96,829
NAA 6	APS LEVEL 6	NAA 6-1	\$89,247	\$92,817	\$96,344	\$99,734
		NAA 6-2	\$92,931	\$96,648	\$100,321	\$103,732
		NAA 6-3	\$96,610	\$100,474	\$104,292	\$107,838
		NAA 6-4	\$99,025	\$102,986	\$106,899	\$110,534
		NAA 6-5				\$111,701
EXECUTIVE 1	EXECUTIVE 1	EL 1-1	\$110,409	\$114,825	\$119,189	\$123,241

		EL 1-2	\$115,931	\$120,568	\$125,150	\$129,405
		EL 1-3	\$118,830	\$123,583	\$128,279	\$132,713
EXECUTIVE 2	EXECUTIVE 2	EL1 2-1	\$132,490	\$137,790	\$143,026	\$147,889
		EL 2-2	\$139,851	\$145,445	\$150,972	\$156,105
		EL 2-3	\$143,346	\$149,080	\$154,745	\$160,006

## Attachment B – Allowances

Allowance	Current Allowance	From the later of commencement of the agreement or 14 March 2024	From 13 March 2025	From 12 March 2026
Restriction Duty (per hour)	\$3.34	\$3.47	\$3.60	\$3.72
Workplace responsibility (per fortnight)	\$26.43 (first aid only)	\$30.51	\$31.67	\$32.75
Overtime meal allowance	\$22.69	\$26.99		
Disturbance/disruption allowance	\$11.95	\$14.22		
Mature aged workers allowance	\$610.00	\$751.28		
Eyesight lenses – single	\$80.00	\$98.53		
Eyesight lenses – multifocal	\$140.00	\$172.42		
Financial advice allowance	\$610.00	\$751.28		

## Attachment C – Supported Wage System

1. This schedule defines the condition which will apply to employees because of the effects of a disability and who are eligible for a supported wage under the terms of this agreement.

### *Definitions*

2. In this schedule:

**Approved assessor** means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system.

**Assessment instrument** means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system.

**Disability Support Pension** means the Commonwealth Government pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991* (Cth), as amended from time to time, or any successor to that scheme.

**Relevant minimum wage** means the minimum wage prescribed in this agreement for the class of work for which an employee is engaged.

**Supported Wage System (SWS)** means the Commonwealth Government system to promote employment for people who cannot work at full agreement wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the JobAccess website ([www.jobaccess.gov.au](http://www.jobaccess.gov.au)).

**SWS wage assessment agreement** means the document in the form required by the Department of Social Services that records the employee's productive capacity and agreed wage rate.

### *Eligibility criteria*

3. Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the classification for which the employee is engaged under this agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.
4. The schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this agreement relating to the rehabilitation of employees who are injured in the course of their employment.

### *Supported wage rates.*

5. Employees to whom this clause applies shall be paid the applicable percentage of the relevant minimum wage according to the following schedule:

**Table 4 Applicable percentage of relevant minimum wage paid to applicable employees**

Assessed capacity	Percentage of agreement rate
10 per cent	10 per cent
20 per cent	20 per cent
30 per cent	30 per cent
40 per cent	40 per cent
50 per cent	50 per cent
60 per cent	60 per cent
70 per cent	70 per cent
80 per cent	80 per cent
90 per cent	90 per cent

6. Provided that the minimum amount payable to an employee to whom the SWS applies is not less than the amount prescribed in the National Minimum Wage Order. Note: The minimum amount payable is reviewed every year in July.
7. Where an employee's assessed capacity is 10 per cent, they must receive a high degree of assistance and support.

*Assessment of capacity*

8. For the purposes of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted the employer and the employee, and if the employee so desires, a union which the employee is eligible to join.
9. Assessment made under this schedule must be documented in a SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the FW Act.

*Lodgement of SWS wage assessment agreement*

10. All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by the employer with the Fair Work Commission.
11. All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where a union which has an interest in the agreement is not a party to the assessment, the assessment will be referred by the Fair Work Commission to the union by certified mail and the agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.



#### *Review of assessment*

12. The assessment of the applicable percentage should be subject to annual review or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the supported wage system.

#### *Other terms and conditions of employment*

13. Where an assessment has been made, the applicable percentage will apply to the relevant wage rate only. Employees covered by the provisions of the schedule will be entitled to the same terms and conditions of employment as all other workers covered by this agreement paid on a pro-rata basis.

#### *Workplace adjustment*

14. An employer wishing to employ a person under the provisions of this schedule must take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve redesign of job duties, working time arrangements and work organisation in consultation with other workers in the area.

#### *Trial period*

15. In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a Trial Period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
16. During that Trial Period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
17. The minimum amount payable to the employee during the Trial Period must be no less than the current weekly rate, as determined by the Fair Work Commission.
18. Work trials should include induction or training as appropriate to the job being trialled.
19. Where the employer and employee wish to establish a continuing employment relationship following the completion of the Trial Period, a further contract of employment will be entered into based on the outcome of assessment under clause 8 and 9.