



**NATIONAL  
PORTRAIT  
GALLERY**

**Enterprise Agreement  
2024-2027**

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## SECTION 1: TECHNICAL MATTERS

### Title

1. This agreement will be known as *the National Portrait Gallery of Australia Enterprise Agreement 2024-2027*, or *NPGA EA 2024-2027*.

### Parties to the agreement

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

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

### National Employment Standards (NES) precedence

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

### Closed comprehensive agreement

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

### Individual flexibility arrangements

10. The NPGA and an employee covered by this agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
  - 10.1. the agreement deals with one or more of the following matters:
    - 10.1.1. arrangements about when work is performed;
    - 10.1.2. overtime rates;
    - 10.1.3. penalty rates;
    - 10.1.4. allowances;
    - 10.1.5. remuneration; and
    - 10.1.6. leave and leave loading; and
  - 10.2. the arrangement meets the genuine needs of the NPGA and employee in relation to one or more of the matters mentioned in clause 10.1; and
  - 10.3. the arrangement is genuinely agreed to by the NPGA and employee.
11. The NPGA must ensure that the terms of the individual flexibility arrangement:
  - 11.1. are about permitted matters under section 172 of the FW Act;
  - 11.2. are not unlawful terms under section 194 of the FW Act; and
  - 11.3. result in the employee being better off overall than the employee would be if no arrangement was made.

12. The NPGA must ensure that the individual flexibility arrangement:
  - 12.1. is in writing;
  - 12.2. includes the name of the NPGA and employee;
  - 12.3. is signed by the NPGA and employee and, if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
  - 12.4. includes details of:
    - 12.4.1. the terms of the enterprise agreement that will be varied by the arrangement;
    - 12.4.2. how the arrangement will vary the effect of the terms;
    - 12.4.3. how the employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
    - 12.4.4. states the day on which the arrangement commences.
13. The NPGA must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
14. The NPGA or employee may terminate the individual flexibility arrangement:
  - 14.1. by giving no more than 28 days written notice to the other party to the arrangement; or
  - 14.2. if the NPGA and employee agree in writing – at any time.
15. The NPGA and employee are to review the individual flexibility arrangement at least every 12 months.

## Definitions

16. The following definitions apply to this agreement:
 

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

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

**Agency Head** means the Director of NPGA or the Director's delegate.

**Agreement** means the *National Portrait Gallery of Australia Enterprise Agreement 2024–2027*.

**APS** means the Australian Public Service.

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

**Bandwidth** means the span of hours during which an employee can perform ordinary hours. The NPGA Bandwidth hours are 7.00am to 7.00pm.

**Casual employee (irregular and intermittent employee)** means an employee engaged under section 22(2)(c) of the PS Act who:
 
  - a. is a casual employee as defined by the FW Act; and
  - b. works on an irregular and intermittent basis.

**Chairman** means Chair of the National Portrait Gallery of Australia Board.

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

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

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

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

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

**Director** means the Agency Head of the National Portrait Gallery of Australia.

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

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

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

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

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

**Management** means the Gallery Director and their EL2 managers where so delegated.

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

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

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

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

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

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

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

**Part-time employee means** an employee whose ordinary hours are less than 37 hours and 30 minutes per week or 150 hours over a 4-week period in accordance with this agreement.

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

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

**Relevant employee** means an affected employee.

**Rostered employee** means an employee required to work fixed daily hours on a rostered basis across a 7-day week.

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

## Usual location of work

17. Subject to other clauses in this agreement, an employee must perform their duties at the location prescribed in the Letter of Offer. The Director and an employee may agree to vary the employee's normal work location, either on a temporary or permanent basis. Nothing in this clause prevents the Director from determining the place or places at which an employee's duties are to be performed under section 25 of the PS Act.

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

### Payment of salary

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

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

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

### Salary setting

22. Where an employee is engaged, moves to, or is promoted in the NPGA, the employee's salary will be paid at the minimum of the salary range of the relevant classification, unless the Director determines a higher salary within the relevant salary range under these salary setting clauses.
23. The Director 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 will have regard to a relevant factors including the employee's experience, qualifications and skills.
25. Where an employee commences ongoing employment in the NPGA immediately following a period of non-ongoing employment in the NPGA for a specified term or task, the Director will determine the payment of the employee's salary within the relevant salary range of the relevant classification which recognises the employee's prior service as a non-ongoing employee in the NPGA.
26. Where an employee commences ongoing employment in the NPGA immediately following a period of casual employment in the NPGA, the Director will determine the employee's salary within the relevant salary range of the relevant classification which recognises the employee's prior service as a casual employee in the NPGA.
27. Where an APS employee moves to the NPGA at level from another APS NPGA, and their salary is above the maximum of the salary range for their classification, the Director will maintain the employee's salary at that level, until it is absorbed into the salary range for that classification.
28. Where the Director determines that an employee's salary has been incorrectly set, the Director may determine the correct salary and the date of effect.
29. If an employee requests, in writing, a temporary re-assignment of duties at a lower classification, the Director may determine that the employee will be paid at a rate of salary applicable to the lower classification for the period specified in the request.



30. If an employee is reduced to a lower classification, the Director will determine the employee's salary point on the basis of the lower classification.
31. Employees have access to flexible remuneration packaging (salary sacrifice), provided that the employees met any costs incurred by the NPGA.

### **Incremental advancement**

32. On 14 September each year, an ongoing employee who is not already on the maximum pay point applying to their current APS classification may advance to the next pay point if the employee:
  - has in place a performance agreement which complies with the NPGA Performance and Development policy; and
  - has a satisfactory performance rating in most recent performance cycle; and
  - at least 6 months of aggregate eligible service in the agency at or above the relevant classification level, including paid leave and any unpaid leave that counts as service, during the most recent annual performance management cycle. If an employee has less than 6 months of aggregate eligible service, the Director may exercise their discretion to determine a higher salary under the salary setting clause in this agreement.
33. Eligible service for salary progression will include:
  - a. periods of paid leave and unpaid parental leave;
  - b. periods of unpaid leave that count as service; and
  - c. service while employed on a non-ongoing basis.
34. 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.
35. Employees who are acting at a higher classification, and satisfy other eligibility criteria, will be eligible for salary progression at both their substantive and acting classifications.
36. Casual employees will be eligible for incremental advancement:
  - upon anniversary of employment.

### **Superannuation**

37. The NPGA will make compulsory employer contributions as required by the applicable legislation and fund requirements.
38. Employer superannuation contributions will be paid on behalf of employees during periods of paid leave that count as service.
39. The NPGA will make employer superannuation contributions to any eligible superannuation fund, provided that it accepts payment by fortnightly electronic funds transfer (EFT) using a file generated by the NPGA's payroll system.

#### *Method for calculating superannuation salary*

40. The NPGA will provide an employer contribution of 15.4 per cent of the employee's Fortnightly Contribution Salary (FCS) for employees in the Public Sector Superannuation Accumulation Plan (PSSap) and employees in other accumulation superannuation funds.
41. Employer contributions will be made for all employees covered by this agreement.
42. Employer contributions will not be reduced by any other contributions made through salary sacrifice arrangements.

#### *Payment during unpaid parental leave*

43. Employer contributions will be paid on periods of unpaid parental leave in accordance with the requirements of the PSSap fund where the employee is a member of the PSSap, and up to a maximum of 52 weeks where the employee is a member of an accumulation fund other than PSSap.

### **Overpayments**

44. An overpayment occurs if the Director (or the NPGA) 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).

45. Where the Director considers that an overpayment has occurred, the Director will provide the employee with notice in writing. The notice will provide details of the overpayment.
46. If an employee disagrees that there has been an overpayment including the amount of the overpayment, they will advise the Director 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.
47. If after considering the employee's response (if any), the Director confirms that an overpayment has occurred, the overpayment will be treated as a debt to the Commonwealth that must be repaid to the NPGA in full by the employee.
48. The Director 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.
49. The NPGA and employee may agree to make a deduction from final monies where there is an outstanding payment upon cessation of employment.
50. Interest will not be charged on overpayments.
51. Nothing in clauses 44 to 50 prevents:
  - 51.1. the NPGA from pursuing recovery of the debt in accordance with an Accountable Authority Instruction issued under the *Public Governance, Performance and Accountability Act 2013*;
  - 51.2. the NPGA from pursuing recovery of the debt through other available legal avenues;  
or
  - 51.3. the employee or the NPGA from seeking approval to waive the debt under the *Public Governance, Performance and Accountability Act 2013*.

## SECTION 3: ALLOWANCES AND REIMBURSEMENTS

### Higher duties allowance

52. 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.
53. 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.
54. 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.
55. Where an employee is assigned only part of the higher duties, the Director will determine the amount of allowance payable.
56. 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.
57. The Director may shorten the qualifying period for higher duties allowance on a case-by-case basis.
58. An employee who is reassigned duties at a higher level in an SES position for a period of 10 consecutive working days or more, inclusive of public holidays will be remunerated at a level determined by the Chairman.

### Allowances

#### 59. Meal allowance

- 59.1. Employees who work 2-hours additional time on any normal or rostered day, or four hours on a non-workday may be entitled to a meal allowance in accordance with the current ATO Taxation Determination.

#### 60. On-call allowance

- 60.1. An employee who has been directed to be contactable and available (standing ready) to be called out to performance extra duties will be entitled to payment of an on-call allowance at the rate set out below:

Period of restriction	Allowance
Monday to Friday	7.5%
Saturday or Sunday	10%
Public holiday	15%

- 60.2. The allowance is to be paid for each hour or part of an hour the employee is required to be on call.
- 60.3. If an employee is on call and is recalled to duty, that employee will be paid overtime at the rates referred to in clause 111 of this agreement.

#### 61. Professional memberships

- 61.1. The NPGA may reimburse membership and accreditation fees for memberships of professional bodies that relate to the employee's work and contribute to the achievement of the NPGA's outcomes, subject to management approval.

#### 62. Work-relate expenses

- 62.1. Where an employee incurs costs arising directly from the course of their day-to-day duties these costs will be reimbursed where reasonable and appropriate with management approval.

#### 63. Rostered employees

- 63.1. Where for operational reasons the Director considers that employees are required to work fixed daily hours on a rostered basis, the actual hours of work and rostering arrangements will be determined by the manager. Further information can be found in the NPGA Conditions of Employment Policy.

- 63.2. Employees who work on a fixed daily hour roster basis may be paid a percentage of their base salary in lieu of claiming penalty payments for such work. This payment (known as a commuted penalty payment) shall be calculated as an annual amount as described in the NPGA Conditions of Employment Policy and paid on a fortnightly basis.  
Penalty payments are calculated as follows:
- Saturday – time and a half; and
  - Sunday – double time; and
  - Public holidays – double time and a half.
- 63.3. The payment will be made during periods of personal leave, annual leave and other paid leave with the exception of long service leave.
- 63.4. Rostered employees who are required to perform duties outside their rostered or fixed hours for that day may elect to be paid overtime or take the equivalent time off in lieu at overtime rates.
- 63.5. Rostered part-time employees may work additional days at ordinary rates of pay.
- 63.6. Rostered staff working in excess of 75 hours in a fortnight will be paid at overtime rates for any hours exceeding 75.

### Workplace responsibility allowances

64. A workplace responsibility allowance will be paid where the NPGA has appointed or elected an employee to one of the following roles:
- a. First Aid Officer;
  - b. Health and Safety Representative;
  - c. Emergency Warden;
  - d. Workplace Contact Officer; and
  - e. Mental Health First Aid Officer.
65. An employee is not to receive more than one workplace responsibility allowance unless approved by the Director due to operational requirements.
66. The minimum rate will be:

Rate from commencement of the agreement	Rate from 13 March 2025	Rate from 12 March 2026
\$34.28 per fortnight	\$35.58 per fortnight	\$36.79 per fortnight

67. As a salary-related allowance, this value will continue to be increased in line with headline wage increases. These increases are incorporated in the minimum rates in the table above.
68. The full allowance is payable regardless of flexible work and part-time arrangements.
69. 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 Workplace Contact Officers, Mental First Aid Officers and Health and Safety Representatives depending on work group arrangements.
70. Casual employees who are eligible to receive a workplace responsibility allowance will be paid the full amount (noting the minimum rate), as varied from time to time provided they engage in work during any given pay cycle, irrespective of the frequency and duration of the work undertaken.

### Community language allowance

71. A community language allowance will be paid where the Director 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. Further information is included in the allowances policy.

72. 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, 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.	\$2,870 per annum	\$2,979 per annum	\$3,080 per annum

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

## SECTION 4: CLASSIFICATIONS AND BROADBANDS

### Work Level Standards

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



## SECTION 5: WORKING HOURS AND ARRANGEMENTS

### Job security

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

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

#### *Reporting*

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

#### *Pathways to permanency*

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

### Casual (irregular and intermittent) employment

81. A casual (irregular and intermittent) employee is defined in the definitions section.
82. A decision to expand the use of casual employees is subject to Section 10 of this agreement.
83. The NPGA will regularly review the working arrangements of casual employees to assess if they are genuinely performing irregular and intermittent duties, and report de-identified outcomes to the consultative committee, where one is in place.
84. 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.
85. 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.
86. 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.
87. A casual employee who is eligible for a Workplace Responsibility Allowance will be paid the full amount.

### Non-ongoing employment

88. A non-ongoing employee is defined in the definitions section.
89. Non-ongoing employees will generally have the same terms and conditions of employment as ongoing employees under this agreement's terms, except:
- 89.1. personal/carer's leave accrual at clause 171; and
- 89.2. redundancy provisions at clause 365 subject to clause 80.
90. If the non-ongoing employee's contract is not permitted by section 333E of the FW Act, then the redundancy provisions at clause 365 will apply.
91. If the redundancy provisions apply to an employee under clause 80, the NPGA must adhere to the consultation requirements at clause 363.

### Working hours

92. Ordinary hours of work in the NPGA are 7 hours and 30 minutes per day (Monday – Friday), within bandwidth hours, which equals 37.5 hours per week or 150 hours per 4-week period.
93. An employee's ordinary hours are those hours and times, within the agreed bandwidth, that the employee works on a regular basis as agreed with their manager or supervisor having regard to the Gallery's operational requirements. Every employee must break for at least 30 minutes after 5 hours continuous work.

94. In recognition of the operations of the Gallery and the occurrence of events held outside of bandwidth hours, employees may at their discretion, work hours to cover these events that will be counted towards ordinary hours. Bandwidth hours are defined in the definitions section of this agreement.

#### **Unauthorised absence**

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

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

96. NPGA employees within the APS 1–6 classifications who do not work on a roster are eligible to access flex time. Those employees will be required to maintain a timesheet which is submitted to the relevant manager or supervisor on a fortnightly basis.
97. Details of the NPGA flex arrangements as amended from time to time can be found in the NPGA Flexible Working Arrangements Policy.
98. NPGA employees who have a flex credit of 37.5 hours or flex debit of 7.5 hours will be actively encouraged to reduce flex credits or debits to a reasonable level as soon as practicable.
99. Employees who have debits upon leaving the NPGA will be considered as being on unauthorised absence and will be administered in accordance with the overpayments clause.
100. Employees should reduce their flex credits to zero prior to leaving the NPGA. Flex credits may be paid out in exceptional circumstances, subject to the Director's approval.

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

101. Executive level (EL) employees are sometimes required to work reasonable additional hours. Consistent with the NES, employees may refuse to work unreasonable additional hours.
102. EL employees seeking to access time off in lieu (TOIL) are required to keep records of their working hours using a method determined by the NPGA.
103. 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.
104. 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.
105. 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.
106. 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.
107. Requests from EL employees to access flexible time off which are consistent with their agreed working arrangements are to be supported, subject to operational requirements.

#### **Overtime**

108. Subject to Section 62 of the FW Act, an employee may be directed to perform overtime. An employee may refuse to perform additional hours, for reasons including but not limited to where the hours are unreasonable, the employee's personal circumstances, amount of notice provided, health and safety or the nature of the employee's role.

- 109.** Overtime, once directed, is work performed:
- outside the employee's ordinary span of work hours on a day between Monday to Friday;
  - within the ordinary span of hours of work hours, but outside the number of ordinary hours of work the employee would work on a day;
  - on a Saturday, Sunday or public holiday.
- 110.** To qualify for overtime payments there must be:
- a formal direction given to the employee to perform the work before the work is performed.
- 111.** An employee cannot claim flex time and receive an overtime payment in respect of the same hours. An employee should have a break of least 8 hours between finishing the extra duty and commencing work again. The rates payable for overtime are as follows:
- Monday to Sunday – time and a half; and
  - Public holidays – double time and a half.
- 112.** The rate of overtime includes any allowances being paid as salary.
- 113.** An employee who is at home, not on call and is recalled to the workplace with no notice is entitled to be paid for travel time to and from work for the event, as well as double time for the call out period they are required to be in attendance.
- 114.** Executive Level employees are not eligible for overtime payments except in exceptional circumstances as determined by the Director, or when on call (restricted).

### **Flexible working arrangements**

- 115.** The NPGA, employees and their union recognise:
- 115.1. the importance of an appropriate balance between employees' personal and working lives, and the role flexible working arrangements can play in helping to achieve this balance;
- 115.2. access to flexible work can support strategies to improve diversity in employment and leadership in the APS;
- 115.3. access to flexible work supports APS capability, and can assist in attracting and retaining the employees needed to deliver for the Australian community, including employees located at a wider range of locations;
- 115.4. that flexibility applies to all roles in the NPGA, and different types of flexible working arrangements may be suitable for different types of roles or circumstances; and
- 115.5. requests for flexible working arrangements are to be considered on a case-by-case basis, with a bias towards approving requests.
- 116.** The NPGA is committed to engaging with employees and their union to build a culture that supports flexible working arrangements across the NPGA at all levels. This may include developing and implementing strategies through an NPGA consultative committee.
- 117.** Flexible working arrangements include, but are not limited to, changes in hours of work, changes in patterns of work and changes in location of work.

### **Requesting formal flexible working arrangements**

- 118.** The following provisions do not diminish an employee's entitlement under the NES.
- 119.** An employee may make a request for a formal flexible working arrangement.
- 120.** The request must:
- 120.1. be in writing;
- 120.2. set out details of the change sought (including the type of arrangement sought and the proposed period the arrangement will operate for); and
- 120.3. set out the reasons for the change, noting the reasons for the change may relate to the circumstances set out at section 65(1A) of the FW Act.
- 121.** The Director must provide a written response to a request within 21 days of receiving the request.

- 122.** The response must:
- 122.1. state that the Director approves the request and provide the relevant detail in clause 123; or
  - 122.2. if following discussion between the NPGA and the employee, the NPGA and the employee agree to a change to the employee's working arrangements that differs from that set out in the request – set out the agreed change; or
  - 122.3. state that the Director refuses the request and include the following matters:
    - 122.3.1. details of the reasons for the refusal; and
    - 122.3.2. set out the NPGA's particular business grounds for refusing the request, explain how those grounds apply to the request; and
    - 122.3.3. either:
      - 122.3.3.1. set out the changes (other than the requested change) in the employee's working arrangements that would accommodate, to any extent, the employee's circumstances outlined in the request and that the NPGA would be willing to make; or
      - 122.3.3.2. state that there are no such changes; and
      - 122.3.4. state that a decision to refuse the request, or failure to provide a written response within 21 days is subject to the dispute resolution procedures of the enterprise agreement, and if the employee is an eligible employee under the FW Act, the dispute resolution procedures outlined in sections 65B and 65C of the FW Act.
- 123.** Where the Director approves the request this will form an arrangement between the NPGA and the employee. Each arrangement must be in writing and set out:
- 123.1. any security and work health and safety requirements;
  - 123.2. a review date (subject to clause 120); and
  - 123.3. the cost of establishment (if any).
- 124.** The Director may refuse to approve the request only if:
- 124.1. the NPGA has discussed the request with the employee; and
  - 124.2. the NPGA has genuinely tried to reach an agreement with the employee about making changes to the employee's working arrangements to accommodate the employee's circumstances (subject to any reasonable business grounds for refusal); and
  - 124.3. the NPGA and the employee have not reached such an agreement; and
  - 124.4. the NPGA has had regard to the consequences of the refusal for the employee; and
  - 124.5. the refusal is on reasonable business grounds.
- 125.** Reasonable business grounds include, but are not limited to:
- 125.1. the new working arrangements requested would be too costly for the NPGA;
  - 125.2. there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested;
  - 125.3. it would be impractical to change the working arrangements of other employees, or to recruit new employees, to accommodate the new working arrangements requested;
  - 125.4. the new working arrangements requested would be likely to result in a significant loss in efficiency or productivity;
  - 125.5. the new working arrangements requested would be likely to have a significant negative impact on customer service; and
  - 125.6. it would not be possible to accommodate the working arrangements without significant changes to security requirements, or where work health and safety risks cannot be mitigated.
- 126.** For First Nations employees, the NPGA must consider connection to Country and cultural obligations in responding to requests for altering the location of work.
- 127.** Approved flexible working arrangements will be reviewed by the NPGA and the employee after 12 months, or a shorter period, if agreed by the employee. This is to ensure the effectiveness of the arrangement.

### *Varying, pausing or terminating flexible working arrangements*

- 128.** An employee may request to vary an approved flexible working arrangement in accordance with clause 120. An employee may request to pause or terminate an approved flexible working arrangement.
- 129.** The Director may vary, pause or terminate an approved flexible working arrangement on reasonable business grounds, subject to clause 131.
- 130.** The NPGA must provide reasonable notice if varying, pausing or terminating a flexible working arrangement without the agreement of the employee, having regard to the circumstances of the employee. Exceptions to this requirement are urgent and critical operational circumstances or an employee's demonstrated and repeated failure to comply with the agreed arrangements.
- 131.** Prior to the Director varying, pausing or terminating the arrangement under clause 129 the NPGA must have:
- 131.1. discussed with the employee their intention to vary, pause or terminate the arrangement with the employee;
- 131.2. genuinely tried to reach an agreement with the employee about making changes to the employee's working arrangements to accommodate the employee's circumstances (subject to any reasonable business grounds for alteration);
- 131.3. had regard to the consequences of the variation, pause or termination for the employee;
- 131.4. ensured the variation, pause or termination is on reasonable business grounds; and
- 131.5. informed the employee in writing of the variation, pause or termination to the approved flexible working arrangement, including details set out in clause 122.3.

### *Working from home*

- 132.** The NPGA will not impose caps on groups of employees on the time that may be approved to work from home or remotely, with each request to be considered on its merits.
- 133.** The NPGA may provide equipment necessary for, or reimbursement, for all or part of the costs associated with establishing a working from home arrangement.
- 134.** An employee working from home is covered by the same employment conditions as an employee working at an office site under this agreement.
- 135.** The NPGA will provide employees with guidance on working from home safely.
- 136.** Employees will not be required by the NPGA to work from home unless it is lawful and reasonable to do so. This may include where circumstances prevent attendance at an office during a pandemic or natural disaster. In these situations, the NPGA will consider the circumstances of the employees and options to achieve work outcomes safely.

### *Ad-hoc arrangements*

- 137.** Employees may request ad-hoc flexible working arrangements. Ad-hoc arrangements are generally one-off or short-term arrangements for circumstances that are not ongoing.
- 138.** Employees should, where practicable, make the request in writing and provide as much notice as possible.
- 139.** Requests for ad-hoc arrangements are not subject to the request and approval processes detailed in clauses 118 to 127.
- 140.** The NPGA should consider ad-hoc requests on a case-by-case basis, with a bias to approving ad-hoc requests, having regard to the employee's circumstances and reasonable business grounds.
- 141.** Where a regular pattern of requests for ad-hoc arrangements from an employee emerges, the NPGA should consider whether it is appropriate to seek to formalise the arrangement with the employee.



### **Altering span of hours**

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

### **Part-time work and job-sharing**

- 143.** A part-time employee is defined in the definitions section.
- 144.** Employees who job share may be classed as part time. All part-time and job-sharing work arrangements will be subject to agreement between the employee and the Director and will be reviewed as outlined in clause 127.
- 145.** Remuneration and other employment conditions for part-time staff (with the exception of workplace allowances) are calculated on a pro rata basis. For allowances of a reimbursement nature, part-time employees receive the same amount as full-time employees unless otherwise provided for by this agreement or legislation.
- 146.** Employees engaged on a full-time basis will not be compelled to convert to part-time employment.
- 147.** Employees engaged on a part-time basis will not be compelled to convert to full-time employment.

### **Christmas closedown**

- 148.** The NPGA will close its administrative operations from close of business on the last working day before Christmas, resuming on the first working day after New Year's Day.
- 149.** Employees (other than casuals) will be provided with time off for working the days between Christmas and New Year's Day and will be paid in accordance with their ordinary hours of work. Where an employee is absent on leave, payment for the Christmas closedown provision will be in accordance with the entitlement for that form of leave.
- 150.** There will be no deduction from annual or personal/carer's leave credits for the closedown days.
- 151.** Where an employee is recalled to work during the Christmas closedown period the employee will receive the equivalent amount of time off in lieu or flex time credit.

### **Public holidays**

- 152.** Employees are entitled to the following holidays each year as observed at their normal work location in accordance with the FW Act:
- 152.1. 1 January (New Year's Day);
- 152.2. 26 January (Australia Day);
- 152.3. Good Friday and the following Monday;
- 152.4. 25 April (ANZAC Day);
- 152.5. 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);
- 152.6. 25 December (Christmas Day);
- 152.7. 26 December (Boxing Day); and
- 152.8. 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.
- 153.** 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.
- 154.** The Director 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.

- 155.** The Director 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.
- 156.** 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.
- 157.** 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.)
- 158.** If under a law of a State or Territory every Sunday is declared or prescribed by or under that law to be a public holiday, there is no entitlement to receive payment as a public holiday if the employee would have worked, or does perform work, on that day. In these circumstances, payment will only be made at the public holiday rate if the employee performs work on that day, and the Sunday would otherwise be a public holiday under clause 152.1 to 152.8.
- 159.** 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 may allow the employee to change their planned day off so that it does not fall on a public holiday. If it is not possible to change their planned day off, the employee will be credited an equivalent amount of time to their regular hours for the day in flex credits or EL TOIL in recognition of their planned day off.

## SECTION 6: LEAVE

### Annual leave

- 160.** Employees (other than casual employees) are entitled to 4 weeks (20 days) paid annual leave per year of service, accruing daily and credited monthly. Annual leave for part-time employees accrues on a pro-rata basis.
- 161.** A rostered employee regularly working Sundays is entitled to two hundred and twenty-five (225) minutes per day additional leave for every Sunday worked up to an additional five (5) days annual leave per year.
- 162.** Annual leave may be taken at half pay. However, unless approved by the Director (or delegate), it may not be taken at half pay where the employee has an excessive leave balance.
- 163.** Where an employee has an accrued annual leave balance of 40 days or greater, the employee and their manager should agree on a strategy to reduce the employee's accrued annual leave balance to 30 days or less.
- 164.** Where agreement on a strategy to reduce leave cannot be reached, the employee may be directed by the Director in writing to take leave at a specified time in accordance with s. 236(6) of the FW Act.
- 165.** 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.
- 166.** Employees will receive payment in lieu of any untaken annual leave upon separation from the APS at the full amount that would have been payable to the employee had the employee taken the leave.
- 167.** Employees are able to cash out annual leave in accordance with the following:
- paid annual leave cannot be cashed out if the cashing out would result in the employee having a balance of less than 4 weeks of accrued annual leave; and
  - each cashing out of annual leave must be by a separate agreement in writing between the employer and the employee; and
  - the employee must have taken at least an equivalent amount of annual leave in the previous 12-month period they are seeking to cash out; and
  - the employee must be paid the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.

### Purchased leave

- 168.** Employees can purchase 4 weeks additional leave per calendar year subject to operational requirements and with approval of the Director. Employees are required to repay to the NPGA over a 12-month agreed period the cost of the purchased leave.

### Personal/carer's leave

- 169.** An employee is entitled to 18 day's personal/carer's leave per annum (pro rata for part-time employees.)
- 170.** Leave at half pay may be approved by the Director
- 171.** Accrual of personal/carer's leave
- 171.1. For an ongoing employee, 18 days personal/carer's leave will be credited upon the employee's commencement with the APS. In subsequent years, after 12 months, the employee's leave will accrue daily, credit at least monthly and accumulate from year to year.
- 171.2. For a non-ongoing employee, the personal/carer's leave will be credited upon the employee's commencement with the NPGA. This will be 18 days leave pro rata based on the employee's initial contract period and is capped at 18 days. After the initial contract period or 12 months, whichever is shorter, or where the employee has an existing entitlement to personal/carer's leave, leave will accrue daily, credited at least monthly.
- 171.3. A casual employee may be absent without pay when not fit for work due to personal illness or injury. A casual employee may access 2 days unpaid carer's leave per occasion, consistent with the NES.

- 172.** Personal/carer's leave is available:
- a. due to personal illness or injury;
  - b. to attend appointments with a registered health practitioner;
  - c. to manage a chronic condition; and/or
  - d. to provide care or support for a family member (including a household member) or a person they have caring responsibilities for, because:
    - i. of a personal illness or injury affecting the person; or
    - ii. of an unexpected emergency affecting the other person.
- 173.** A person that an employee has caring responsibilities for may include a person who needs care because they:
- a. have a medical condition, including when they are in hospital;
  - b. have a mental illness;
  - c. have a disability;
  - d. are frail or aged; and/or
  - e. are a child, not limited to a child of the employee.
- 174.** Evidence to support personal/carer's leave may be requested after:
- a. The employee is absent from work for more than 3 consecutive days; or
  - b. The employee has taken more than 8 days personal/carers leave without evidence in a calendar year.
- 174.1. Acceptable evidence includes:
- a. a certificate from a registered health practitioner;
  - b. a statutory declaration; or
  - c. another form of evidence approved by the Director.
- 174.2. 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.
- 174.3. If the employee provides a statutory declaration as evidence, the statutory declaration must set out why the employee is or was unable to attend work.
- 174.4. If the employee does not provide the required evidence within 14 calendar days, the absence will be treated as an unauthorised absence.
- 175.** Unpaid carer's leave
- 175.1. An employee is entitled to 2 days of unpaid carer's leave for each occasion (a permissible occasion) when a member of the employee's immediate family, or a member of the employee's household, requires care or support because of:
- a personal illness, or personal injury, affecting the member; or
  - an unexpected emergency affecting the member.
- 175.2. Unpaid carer's leave is only available after an employee has exhausted all paid personal/carer's leave.

### **Portability of leave**

- 176.** Where an employee moves into the NPGA from another APS agency where they were an ongoing employee, the employee's unused accrued annual leave and personal/carer's leave will be transferred, provided there is no break in continuity of service.
- 177.** Where an employee is engaged in the NPGA 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.
- 178.** Where an employee is engaged as an ongoing employee in the NPGA, and immediately prior to the engagement the person was employed as a non-ongoing APS employee (whether in the NPGA 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.
- 179.** 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 NPGA 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.

- 180.** Where an employee is engaged as an ongoing employee in the NPGA, 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 177), the Director will recognise any unused accrued personal/carer's leave at the employee's request. The Director will advise the employee of their ability to make this request.
- 181.** Where an employee is engaged as an ongoing employee in the NPGA, and immediately prior to the engagement the person was employed by a State or Territory Government, the Director may recognise any unused accrued personal/carer's leave, provided there is not a break in continuity of service.
- 182.** For the purposes of clauses 176 to 181, an employee with a break in service of less than 2 months is considered to have continuity of service.

### **Leave without pay**

- 183.** Where an employee is absent on leave without pay for a period of 30 days or greater this leave is not to count as service for any purpose, with the exception of the legislated requirements of long service leave. Further information on leave is available in the NPGA's Leave Policy.

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

- 184.** When an employee is on:
- 184.1. annual leave;
  - 184.2. purchased leave;
  - 184.3. defence reservist leave;
  - 184.4. First Nations ceremonial leave;
  - 184.5. NAIDOC leave;
  - 184.6. cultural leave; or
  - 184.7. long service leave; and
- becomes eligible for, under legislation or this agreement:
- 184.8. personal/carer's leave;
  - 184.9. compassionate or bereavement leave;
  - 184.10. jury duty;
  - 184.11. emergency services leave;
  - 184.12. leave to attend to family and domestic violence circumstances; or
  - 184.13. parental leave, premature birth leave, stillbirth leave or pregnancy loss leave;
- the affected period of leave will be re-credited.
- 185.** 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.
- 186.** Re-crediting is subject to appropriate evidence of eligibility for the substituted leave.

### **Long service leave**

- 187.** An employee is eligible for long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.
- 188.** 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 clause 183 of this agreement.

### **Miscellaneous leave**

- 189.** The Director may grant leave to an employee, either with or without pay, in circumstances not provided for elsewhere in this agreement and having regard to operational requirements, as described in the NPGA Leave Policy.
- 190.** Miscellaneous leave may only be granted to casual employees to provide for paid family and domestic violence leave, or as otherwise permitted or required by Government directive.



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

### *NAIDOC leave*

- 191.** First Nations employees may access up to one day of paid leave per calendar year to participate in NAIDOC week activities.
- 192.** NAIDOC leave can be taken in part days.
- 193.** Employees who do not identify as First Nations employees will be supported to participate, on paid time, in agency NAIDOC week activities.

### *First Nations ceremonial leave*

- 194.** 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.
- 195.** The Director may approve additional leave for cultural or ceremonial purposes as miscellaneous leave, with or without pay.
- 196.** First Nations ceremonial leave can be taken as part days.
- 197.** First Nations ceremonial leave is in addition to compassionate and bereavement leave.

### *Cultural leave*

- 198.** The Director 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 employee's particular faith or culture.
- 199.** The Director may approve additional leave for cultural purposes as miscellaneous leave, with or without pay.
- 200.** Cultural leave can be taken as part days.
- 201.** For the avoidance of doubt, this leave does not cover cultural purposes or obligations which are eligible for paid leave under clause 194.

## **Parental leave**

- 202.** A primary caregiver, secondary caregiver and ML Act is defined in the definitions section. 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.
- 203.** 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.
- 204.** 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*

- 205.** An employee is entitled to parental leave with pay as per clauses 207 and 208 below within the parental leave period. Any further parental leave during the parental leave period is without pay. Unused paid parental leave remaining at the end of the employee's parental leave period will lapse. An employee may choose to use their accrued paid leave entitlements in accordance with usage and eligibility requirements in this agreement during the parental leave period that would otherwise be without pay.

- 206.** Employees newly engaged in the NPGA or who have moved to the NPGA from another APS agency are eligible for the paid parental leave in clauses 207 and 208 where such paid leave had not already been provided by another APS or Commonwealth employer in the 24 months since the child’s date of birth or placement. If the paid leave used by the employee with the previous Commonwealth employer or APS is less than the limits specified in clauses 207 and 208, the balance is available to the employee.
- 207.** 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 1 below**.

**Table 1: 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

- 208.** An employee who is a secondary caregiver is entitled to parental leave with pay during the parental leave period as provided in **Table 2 below**.

**Table 2: 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

- 209. 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.
- 210. 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.
- 211. Half-pay option:** The payment of any paid parental leave may be spread over a maximum period of 36 weeks at the rate of, no less than, half the normal rate of salary. All paid parental leave counts as service for all purposes, where permitted by legislation.

*Adoption and long-term foster care*

- 212.** 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:
- 212.1. is under 16 as at the day (or expected day) of placement;
  - 212.2. 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
  - 212.3. is not (otherwise than because of the adoption) a child of the employee or the employee’s spouse or de facto partner.

- 213.** 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*

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

#### *Pregnancy loss leave*

- 216.** 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.
- 217.** Pregnancy loss leave is in addition to entitlements to compassionate leave for miscarriage provided under the FW Act and this agreement.

#### *Premature birth leave*

- 218.** 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*

- 219.** 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 218 until after the legislated paid maternity leave is used.

#### **Compassionate leave**

- 220.** Employees will be eligible for 3 days paid compassionate leave on each occasion when:
- 220.1. 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
- 220.2. the employee or their partner has a miscarriage.
- 221.** An employee may be asked to provide evidence to support their absences on compassionate leave.
- 222.** Compassionate leave for an occasion may be taken as 3 consecutive days or in separate periods totalling 3 days. This can include part days.
- 223.** For casual employees, compassionate leave is unpaid.

#### **Bereavement leave**

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

### **Emergency response leave**

- 228.** 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:
- 228.1. the time engaged in the activity;
  - 228.2. reasonable travelling time; and
  - 228.3. reasonable recovery time.
- 229.** Full-time and part-time employees will be able to access 20 working days of paid emergency response leave at their full pay rate of pay per year if required. The Director may provide additional emergency response leave with pay. For the purposes of this clause, full rate of pay is to be as if they employee was at work.
- 230.** Paid leave may be refused where the employee's role is essential to the NPGA's response to the emergency.
- 231.** 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.
- 232.** The Director may approve reasonable paid or unpaid leave for ceremonial duties and training.
- 233.** Emergency response leave, with or without pay, will count as service.

### **Jury duty**

- 234.** 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.
- 235.** 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.
- 235.1. For the purposes of this clause, full rate of pay is to be as if they employee was at work.
- 236.** The employee is required to inform their manager before they are released from duty and provide evidence of the need to attend.
- 237.** If the employee receives a payment from the court for attendance (which are not expense related such as allowances and reimbursements), they must repay that amount to the NPGA for the period of absence. This will be administered in accordance with the overpayments clause.

### **Defence reservist leave**

- 238.** The Director will give an employee leave with or without pay to undertake:
- 238.1. Australian Defence Force (ADF) Reserve and continuous full-time service (CFTS); and
  - 238.2. Australian Defence Force Cadet obligations.
- 239.** An employee who is a Defence Reservist can take leave with pay for:
- 239.1. up to 4 weeks (20 days) in each financial year (pro-rata for part-time employees); and
  - 239.2. an extra 2 weeks (10 days) in the first year of ADF Reserve service (pro-rata for part-time employees).
- 240.** Leave can be built up and taken over 2 consecutive years. This includes the extra 2 weeks in the first year of service.
- 241.** 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:
- 241.1. Australian Navy Cadets;
  - 241.2. Australian Army Cadets; and
  - 241.3. Australian Air Force Cadets.
- 242.** In addition to the entitlement at clause 239, 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.
- 243.** Paid defence reservist leave counts for service.
- 244.** Unpaid defence reservist leave for 6 months or less counts as service for all purposes. This includes periods of CFTS.

- 245. Unpaid leave taken over 6 months counts as service, except for annual leave.
- 246. An employee will not need to pay their tax free ADF Reserve salary to the NPGA for any reason.

#### **Defence service sick leave**

- 247. 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:
  - 247.1. warlike service; or
  - 247.2. non-warlike service.
- 248. An eligible employee can get 2 types of credits:
  - 248.1. an initial credit of 9 weeks (45 days) defence service sick leave (pro-rata for part time employees) will apply as of the later below option:
    - 248.1.1. they start employment with the APS; or
    - 248.1.2. DVA certifies the condition; and
  - 248.2. an annual credit of 3 weeks (15 days) defence service sick leave (pro-rata for part time employees).
- 249. 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.
- 250. Unused annual credits can be built up to 9 weeks.
- 251. An employee cannot use annual credits until the initial credit is exhausted.
- 252. Defence service sick leave is paid and counts as service for all purposes.

#### **Leave to attend proceedings**

- 253. 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.
- 254. An employee who is not covered under clause 253, and is required to give evidence to, appear before or attend to instruct a representative at a Court, Tribunal or Royal Commission in relation to their duties will be released from duty without loss of pay. This includes in proceedings relating to a dispute between the employee and the NPGA.
- 255. An employee may otherwise be granted paid or unpaid miscellaneous leave by the Director 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.
- 256. The Director may refuse to release an employee from duty having regard to business requirements and whether the employee's attendance is necessary for the Court, Tribunal or Royal Commission hearing.

## SECTION 7: EMPLOYEE SUPPORT AND WORKPLACE CULTURE

### Blood donation

- 257. 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.
- 258. The employee must inform their manager in advance of when they will be away from work before donating blood, plasma or platelets.

### Vaccinations

- 259. The NPGA will offer annual influenza vaccinations to all employees at no cost.
- 260. Where the NPGA 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

- 261. Employees, their partners, and their dependants/children will have access to a confidential, professional counselling service to assist employees to manage personal and work issues. This service will be provided at no cost to employees by the NPGA and will be accessible on paid time.

### Respect at work

#### Principles

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

- 264. The NPGA 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

- 265. The NPGA will provide support for employees affected by family and domestic violence, depending on the employee's circumstances.
- 266. The NPGA recognises that a holistic approach should be taken to support the employee, appropriate for the employee's individual circumstances.
- 267. Family and domestic violence support, including paid leave, are available to all employees covered by this agreement.
- 268. An employee experiencing family and domestic violence support is able to access paid miscellaneous leave. Reasons an employee experiencing family and domestic violence may access this leave include, but are not limited to:
  - 268.1. illness or injury affecting the employee resulting from family and domestic violence;
  - 268.2. 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;
  - 268.3. 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;
  - 268.4. making arrangements for the employee's safety, or the safety of a close relative;
  - 268.5. accessing alternative accommodation;
  - 268.6. accessing police services;

- 268.7. attending court hearings;
- 268.8. attending counselling; and
- 268.9. attending appointments with medical, financial or legal professionals.
- 269. 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.
- 270. 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.
- 271. These family and domestic violence support clauses do not reduce an employee's entitlement to family and domestic violence leave under the NES.
- 272. 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.
- 273. 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.
- 274. Evidence may be requested to support the NPGA in approving leave. In most cases, this will not be required. Where it is required, this will be discussed with the employee and a statutory declaration is the only form of evidence the NPGA will require, unless the employee chooses to provide another form of evidence.
- 275. 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.
- 276. The NPGA will take all reasonable measures to treat information relating to family and domestic violence confidentially. The NPGA will adopt a 'needs to know' approach regarding communication of an employee's experience of family and domestic violence, subject to steps the NPGA may need to take to ensure the safety of the employee, other employees or persons, or mandatory reporting requirements.
- 277. Where the NPGA needs to disclose confidential information for purposes identified in clause 276, where it is possible the NPGA will seek the employee's consent and take practical steps to minimise any associated safety risks for the employee and/or privacy breaches.
- 278. The NPGA 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.
- 279. 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.
- 280. The NPGA 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.
- 281. Further information about leave and other support available to employees affected by family and domestic violence may be found in the family and domestic violence policy.

### **Integrity in the APS**

- 282. The NPGA 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 NPGA decisions.
- 283. 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.



- 284.** Employees can, during their ordinary work hours, take time to:
- 284.1. access an APS-wide ethics advisory service or another similar service provided by a professional association such as a law society or in the NPGA; and
- 284.2. attend NPGA mandated training about integrity.

#### **First Nations cultural competency training**

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

#### **Lactation and breastfeeding support**

- 287.** Reasonable paid time during work hours will be provided for lactation breaks for breastfeeding, expressing milk and other associated activities.
- 288.** The NPGA will provide access to appropriate facilities for the purpose of breastfeeding or expressing milk, subject to clause 289 In considering whether a space is appropriate, an NPGA should consider whether:
- 288.1. there is access to refrigeration;
- 288.2. the space is lockable; and
- 288.3. there are facilities needed for expressing, such as appropriate seating.
- 289.** Where it is not practicable for an NPGA site to have a designated space, a flexible approach will be taken so that the employee can access the support required.
- 290.** The NPGA will facilitate discussion between individual employees and their managers about accommodating the employee's lactation needs and practical arrangements to meet these needs.
- 291.** The manager and employee shall discuss any flexible working arrangements that may be needed to support lactation. This may include consideration of arrangements such as working from home and/or remote working or varying work hours on an ad-hoc or regular basis. Wherever possible, requests by an employee will be accommodated, noting these needs may change over time.
- 292.** Further information is available in the employment conditions policy.

#### **Disaster support**

- 293.** 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 will consider flexible working arrangements to assist the employee to perform their work.
- 294.** Where flexible working arrangements are not appropriate, the Director 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.
- 295.** In considering what period of leave is appropriate, the Director 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

- 296.** Employees must participate in the NPGA performance management framework.
- 296.1. The performance management cycle runs across a financial year from 1 July Year 1 to 30 June Year 2.
- 296.2. The NPGA performance and development policy sets out performance management principles and processes, including the responsibilities, rights and obligations of managers and employees in managing performance.
- 296.3. Incremental advancement is subject to participation in the NPGA performance management framework. Further information is available in clause 32.
- 297.** Under performance
- 297.1. Where under performance is identified, NPGA employees and their managers, supported by NPGA Human Resources will work to attain and sustain the performance standards required. If the employee's performance remains unsatisfactory possible actions include reduction in classification, reassignment of duties or termination of employment. The NPGA performance and development policy provides further information.
- 297.2. Where underperformance is identified, the manager and the employee will establish a written plan with short-term goals to address the identified underperformance. The plan would usually be for no less than 3 months and no more than 6 months.

### Workloads

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

- 301.** The Director may grant paid or unpaid leave and/or financial assistance to an employee for the purpose of study relevant to their employment at the NPGA. For more information about study leave and assistance, refer to the relevant policy.

## SECTION 9: TRAVEL AND LOCATION-BASED CONDITIONS

### Travel

- 302.** All travel must be organised to ensure maximum value to the NPGA with no personal expense, monetary gain or other type of benefit to the employee.
- 303.** In requiring travel for business purposes, managers will consider an employee's family responsibilities and personal circumstances as well as work health and safety factors that may affect an employee's ability to travel, and where required make alternate arrangements for travel.
- 304. Domestic official travel**
- 304.1. The NPGA will cover reasonable costs associated with authorised domestic travel incurred in connection with an employee's work.
- 304.2. An employee who travels for official business, and who is required to be absent overnight, will have their actual reasonable costs of accommodation, meals and incidentals met. Where an employee has their allowances met by the agency, including an NPGA issued credit card, the employee will not be paid for those components of travel allowance.
- 304.3. The maximum reasonable costs will be consistent with the annual Australian Taxation Office Determination for reasonable travel allowance expenses for domestic travel. Payment information, including the references to applicable rates and the requirements for provision or reconciliation of payments, is available in the NPGA official travel policy.
- 304.4. The Director may approve additional travel allowance, if satisfied that the standard travel allowance rate is insufficient to cover reasonable expenses.
- 305. International official travel**
- 305.1. The NPGA will cover reasonable costs associated with authorised international travel incurred in connection with an employee's work.
- 305.2. An employee who travels for official business, and who is required to be absent overnight, will have their actual reasonable costs of accommodation, meals and incidentals met. Where an employee has their allowances met by the agency, including an NPGA issued credit card, the employee will not be paid for those components of travelling allowance.
- 305.3. The maximum reasonable cost will be consistent with the annual Australian Taxation Office Determination for reasonable travel allowance expenses for international travel. Payment information, including the references to applicable rates and the requirements for provision or reconciliation of payments, is available in the NPGA official travel policy.
- 305.4. The Director may approve additional travel allowance, if satisfied that the standard travel allowance rate is insufficient to cover reasonable expenses.
- 306. Travel time**
- 306.1. All employees required to undertake official domestic or international travel may include travel time as working hours.
- 306.1.1. For air travel, travel time is calculated from the time the employee arrives at the home city airport for departure in line with the airline requirements for travel. Travel time for the return journey is calculated until the time the employee arrives at the airport in their home city (for international travel this includes customs clearance).
- 306.1.2. For land travel, travel time is agreed to be calculated:
- 306.1.2.1. from the time of departure from home if a private vehicle is being used for travel (in line with the conditions of the NPGA official travel policy).
- 306.1.2.2. from the time of the collection of a hire car
- 306.1.2.3. from the time of the collection of the NPGA vehicle
- 306.1.2.4. from the time of arrival at a bus or train station (in line with the transport company requirements)
- 306.1.2.5. the travel time for the return journey is calculated until the time the time the employee arrives at their home city including return of a hire car if relevant.
- 306.1.3. For NPGA official travel for employees who are required to courier an artwork travel time will be calculated from the time of dispatch from the NPGA with the artwork. Travel time for the return journey is calculated from the time of return with the artwork to the NPGA.

- 306.2. While on official travel, travel time to and from accommodation or business location at the destination is included in travel time calculations.
- 306.3. Coincidental private travel, approved as part of official domestic or international travel, is not to be calculated as travel time.
- 307. Travel time for APS 1 to 6 levels that exceeds the ordinary hours of work within the bandwidth of 7.00am to 7.00pm (Monday–Friday) should record the time as flex within the *Flex for APS 1-6 classifications* clauses of this agreement and the NPGA Flexible Working Arrangements Policy.
- 308. EL1 and EL2 employees may access a reasonable period of time off in lieu to cover travel time that exceeds ordinary hours as outlined in the *Executive Level Time Off in Lieu (TOIL)* clauses of this agreement.
- 309. Employees who are directed to undertake official travel which necessitates travel time outside of bandwidth hours may request overtime under the overtime clauses of this agreement. Approval for overtime for travel must be applied for and approved, where possible, in advance. An employee’s supervisor may apply discretionary approval in instances where overtime cannot be applied for and approved in advance. Bandwidth hours are defined in the definitions section of this agreement.

**Relocation assistance**

- 310. Where an existing employee is required to relocate at the request of the NPGA (such as a promotion), the employee will be provided with financial relocation assistance. Employees who relocate on a temporary basis to take up higher duties are entitled to removal expenses if they relocate for a period of 13 weeks or more.
- 311. Where an employee is required to relocate on engagement with the NPGA, the employee will be provided with financial relocation assistance.
- 312. Reasonable expenses associated with the relocation include:
  - 312.1. the cost of transport of the employee, their dependents and partner by the most economical means;
  - 312.2. removal expenses, namely the reimbursement of reasonable incurred costs of the removal of furniture and household effects of the employee, dependants and partner;
  - 312.3. the reimbursement of the cost of the insurance premium based on a reasonable replacement value; and
  - 312.4. the reasonably incurred expenses in kennelling and transport of pets, up to the amount specified in the APS Award.
- 313. Additional relocation assistance may be considered by Director discretion.

## SECTION 10: CONSULTATION, REPRESENTATION AND DISPUTE RESOLUTION

### Consultation

#### *Principles*

- 314.** 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.
- 315.** The NPGA recognises:
- 315.1. the importance of inclusive and respectful consultative arrangements;
- 315.2. employees and the relevant union(s) should have a genuine opportunity to influence decisions;
- 315.3. the nature and extent of consultation will vary depending on the proposed change and the likely impact on employees. Consultation on NPGA policies may occur over at least 2 weeks, whereas a major change is likely to require a more extensive consultation process;
- 315.4. consultation with employees and relevant union(s) on workplace matters that significantly affect or materially impact them is sound management practice; and
- 315.5. the benefits of employee and union involvement and the right of employees to be represented by their union.
- 316.** Genuine and effective consultation involves:
- 316.1. providing employees and the relevant union(s) with a genuine opportunity to influence the decision prior to a decision being made;
- 316.2. providing all relevant information to employees and the relevant union(s) in a timely manner to support consideration of the issues;
- 316.3. considering feedback from employees and the relevant union(s) in the decision-making process; and
- 316.4. 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*

- 317.** Consultation is required in relation to:
- 317.1. changes to work practices which materially alter how an employee carries out their work;
- 317.2. changes to or the introduction of policies or guidelines relevant to workplace matters (unless the changes are minor or procedural);
- 317.3. major change that is likely to have a significant effect on employees;
- 317.4. implementation of decisions that significantly affect employees;
- 317.5. changes to employees' regular roster or ordinary hours of work (subject to any other relevant provisions in this agreement); and
- 317.6. other workplace matters that are likely to significantly or materially impact employees.
- 318.** The NPGA, 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 NPGA. 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*

- 319.** This clause applies if the NPGA:
- 319.1. 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
- 319.2. proposes to introduce a change to the regular roster or ordinary hours of work of employees.

### *Representation*

- 320. 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.
- 321. The NPGA must recognise the representative if:
  - 321.1. a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - 321.2. the employee or employees advise the employer of the identity of the representative.

### *Major change*

- 322. In this clause, a major change is **likely to have a significant effect on employees** if it results in, for example:
  - 322.1. the termination of the employment of employees; or
  - 322.2. major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
  - 322.3. the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - 322.4. the alteration of hours of work; or
  - 322.5. the need to retrain employees; or
  - 322.6. the need to relocate employees to another workplace; or
  - 322.7. the restructuring of jobs.
- 323. The following additional consultation requirements in clause 324 to 330 apply to a proposal to introduce a major change referred to in clause 317.3.
- 324. Consultation with employees and the relevant union(s) and/or recognised representatives will occur prior to a decision being made, subject to clause 318.
- 325. Where practicable, an NPGA 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.
- 326. The NPGA must notify employees and relevant union(s) and/or recognised representatives of the proposal to introduce the major change as soon as practicable.
- 327. As soon as practicable after proposing the change, or notifying of the change in circumstances described at clause 318, the NPGA must:
  - 327.1. discuss with affected employees and relevant union(s) and/or other recognised representatives:
    - 327.1.1. the proposed introduction of the change;
    - 327.1.2. the effect the proposed change is likely to have on the employees; and
    - 327.1.3. proposed measures to avert or mitigate the adverse effect of the proposed change on employees; and
  - 327.2. for the purposes of the discussion – provide, in writing, to employees and the relevant union(s) and/or other recognised representatives:
    - 327.2.1. all relevant information about the proposed change, including the nature of the proposed change; and
    - 327.2.2. information about what the employer reasonably believes will be the effects of the proposed change on the employees; and
    - 327.2.3. information about any other matters that the employer reasonably believes are likely to affect the employees.
- 328. The NPGA 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.
- 329. However, the NPGA is not required to disclose confidential or commercially sensitive information to employees and the relevant union(s) and/or other recognised representatives.
- 330. If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the NPGA, the requirements set out in clauses 324 to 328 are taken not to apply.

#### *Change to regular roster or ordinary hours of work*

- 331.** The following additional consultation requirements in clause 332 to 335 apply to a proposal to introduce a change referred to in clause 317.5.
- 332.** The NPGA must notify affected employees and the relevant union(s) and/or other recognised representatives of the proposed change.
- 333.** As soon as practicable after proposing to introduce the change, the NPGA must:
- 333.1.** discuss with employees and the relevant union(s) and/or other recognised representatives:
- 333.1.1.** the proposed introduction of the change; and
- 333.2.** for the purposes of the discussion – provide to the employees and relevant union(s) and/or other recognised representatives:
- 333.2.1.** all relevant information about the proposed change, including the nature of the proposed change; and
- 333.2.2.** information about what the employer reasonably believes will be the effects of the proposed change on the employees; and
- 333.2.3.** information about any other matters that the employer reasonably believes are likely to affect the employees; and
- 333.3.** 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, the NPGA is not required to disclose confidential or commercially sensitive information to the relevant employees and the relevant union(s) and/or other recognised representatives.
- 334.** The NPGA 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*

- 335.** 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.

#### **NPGA consultative committee**

- 336.** The Gallery will establish and maintain an Employee Consultative Committee (ECC) for the life of the Agreement. The ECC will be chaired by the Director or his/her representative and comprise of:
- employees and/or their elected representatives; and
  - management representatives.
- 337.** The operation of which shall be described in the ECC Terms of Reference. As required, from time to time, any changes to the ECC Terms of Reference will be consulted and agreed by the ECC. The Director will undertake reasonable consultation with NPGA employees where an amendment to policies that support the operation of the Enterprise Agreement is proposed.

#### **APS consultative committee**

- 338.** The Director 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**

- 339.** If a dispute relates to:
- 339.1.** a matter arising under the agreement; or
- 339.2.** the National Employment Standards;
- this term sets out procedures to settle the dispute.
- 340.** An employee or union who is covered by this agreement may initiate and/or be a party to a dispute under this term.
- 341.** 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.



- 342. 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.
- 343. 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 342 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.
- 344. The Fair Work Commission may deal with the dispute in 2 stages:
  - 344.1. 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
  - 344.2. if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
    - 344.2.1. arbitrate the dispute; and
    - 344.2.2. 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.*

- 345. While the parties are attempting to resolve the dispute using the procedures in this term:
  - 345.1. an employee must continue to perform their work as they would normally in accordance with established custom and practice at the NPGA that existed immediately prior to the dispute arising unless they have a reasonable concern about an imminent risk to their health or safety; and
  - 345.2. subject to clause 345.1, 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:
    - 345.2.1. the work is not safe; or
    - 345.2.2. applicable work health and safety legislation would not permit the work to be performed; or
    - 345.2.3. the work is not appropriate for the employee to perform; or
    - 345.2.4. there are other reasonable grounds for the employee to refuse to comply with the direction.
- 346. The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.
- 347. Any disputes arising under the *National Portrait Gallery Enterprise Agreement 2017–2020* or the National Employment Standards that were formally notified under clause 17 of that agreement before the commencement of this agreement, that remain unresolved at the date of commencement of this agreement, will be progressed under the dispute resolution procedures in this agreement.

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

- 348. Where the provisions of clauses 339 to 343 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 340 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 343.

#### **Delegates' rights**

- 349. 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 NPGA.
- 350. The role of union delegates is to be respected and supported.
- 351. The NPGA and union delegates will work together respectfully and collaboratively.

### *Supporting the role of union delegates*

- 352.** The NPGA respects the role of union delegates to:
- 352.1. provide information, consult with and seek feedback from employees in the workplace on workplace matters;
  - 352.2. consult with other delegates and union officials, and get advice and assistance from union officials;
  - 352.3. represent the interests of members to the employer and industrial tribunals; and
  - 352.4. represent members at relevant union forums, consultative committees or bargaining.
- 353.** The NPGA 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.
- 354.** 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.
- 355.** To support the role of union delegates, the NPGA will, subject to legislative and operational requirements, including privacy and security requirements:
- 355.1. provide union delegates with reasonable access to NPGA facilities and resources, including for paid or unpaid meetings between employees and their unions and to communicate with union officials;
  - 355.2. advise union delegates and other union officials of the NPGA facilities and resources available for their use, which may include telephone, photocopying, internet, and email;
  - 355.3. allow reasonable official union communication appropriate to the NPGA 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 NPGA vetoing reasonable communications;
  - 355.4. provide access to new employees as part of induction; and
  - 355.5. provide reasonable access to union delegates to attend appropriate paid time training in workplace relations matters, during normal working hours.
- 356.** 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 NPGA before speaking publicly in that capacity, subject to the APS Code of Conduct and legislative requirements.

## SECTION 11: SEPARATION AND RETENTION

### Resignation

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

### Payment on death of an employee

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

### Redeployment, Reduction, Retrenchment

#### 361. Excess employees – coverage

- 361.1. The following redeployment, reduction and retrenchment (RRR) provisions will apply to ongoing employees who are not on probation.

#### 362. Definitions

- 362.1. Excess employee: An employee is an excess employee if:

- the employee is included in a class of employees employed in the NPGA, which class comprises a greater number of employees than is necessary for the efficient and economical working of the NPGA;
- the services of the employee cannot be effectively used because of technological or other changes in the work methods of the NPGA or changes in the nature, extent or organisation of the functions of the NPGA; or
- the duties usually performed by the employee are to be performed at a different locality, the employee is not willing to perform duties at the locality and management has determined that the provisions of this clause apply to that employee.

#### 363. Consultation

- 363.1. Where NPGA management considers there is likely to be a need to identify employees as excess, they will, as soon as practicable, advise the employees of the situation in writing, and offer to hold discussions with those employees, to consider:

- actions that might be taken to reduce the likelihood of the employees becoming excess;
- redeployment opportunities for the employees within the NPGA or another APS agency;
- the possibility of retrenchment with the payment of a redundancy benefit; and
- an employee may choose to be represented in any such discussions.

- 363.2. This consultation period will extend for at least a 4 week period, but may be reduced with the written agreement of the employee.

#### 364. Consideration by excess employees

- 364.1. Where NPGA management decides an employee is excess to the NPGA's requirements, management will:

- advise the employee in writing of the decision and may invite the employee to elect for retrenchment with the payment of a redundancy benefit;
- ensure the employee is provided, as soon as is practicable, with information on the entitlements they would be eligible to receive if terminated, including superannuation options and taxation treatment of entitlements; and
- Reimburse the employee up to \$750 for expenses incurred in seeking financial advice.

- 364.2. Where NPGA management invites an excess employee to elect for retrenchment with a redundancy benefit, the employee will have 4 weeks in which to notify management of their decision (the consideration period). Where the employee elects for retrenchment, management may decide to retrench the employee but will not give notice of termination before the end of the consideration period without the agreement of the employee.
- 364.3. The consideration period can be reduced by agreement between the employee and management. Where the period is reduced the employee will, on termination, be paid the unexpired period of the consideration period; and payment in lieu of the relevant period of notice of termination.
- 364.4. Only one invitation to elect for retrenchment with the payment of a redundancy benefit will be made to an excess employee.

**365. Redundancy benefit**

- 365.1. An employee who elects for retrenchment with a redundancy benefit and whose employment is terminated by the NPGA under s.29 of the PS Act on the grounds that they are excess to the requirements of the NPGA, is entitled to payment of a redundancy benefit of an amount equal to two weeks' salary for each completed year of continuous service, plus a pro-rata payment for completed months of service since the last completed year of service, subject to any minimum amount the employee is entitled to under the NES.
- 365.2. The minimum sum payable will be 4 weeks' salary and the maximum will be 48 weeks' salary.
- 365.3. The redundancy 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 (refer clause 367 subject to any minimum amount the employee is entitled to under the NES).

**366. Notice of termination**

- 366.1. Where the employment of an excess employee is to be terminated under s.29 of the PS Act on excess grounds, the NPGA will give written notice of termination of 4 weeks (or 5 weeks for an employee over 45 with at least 5 years of continuous service).
- 366.2. Where an employee's employment is terminated at the beginning of, or within, the notice period, the employee will receive payment in lieu of notice for the unexpired portion of the notice period. Note: s.117 of the FW Act has obligations in relation to payments in lieu of notice.
- 366.3. Service for redundancy pay purposes: The following types of service are counted in the calculation of service for the purposes of a redundancy benefit:
- service in a Public Service organisation APS agency;
  - Government service as defined in section 10 of the Long Service Leave (Commonwealth Employees) Act 1976;
  - service with the Commonwealth, which is recognised for long service leave purposes, other than service with a Joint Commonwealth-State body or body corporate in which the Commonwealth does not have a controlling interest;
  - service with the Australian Defence Forces;
  - APS service immediately preceding deemed resignation (due to the marriage bar under the PS Act) if service has not previously been recognised for redundancy pay purposes; service in another organisation where:
    - an employee was transferred from the APS to that organisation with a transfer of function; or
    - an employee engaged by that organisation on work within a function is engaged as an APS employee as a result of the transfer of that function to the APS; and
    - such function is recognised for long service leave purposes.
- 366.4. Any period of service which ceased by way of:
- any of the grounds for termination specified in s.29 of the PS Act (including any additional grounds prescribed in the PS Regulations);
  - on a ground equivalent to any of these grounds;

- through voluntary retirement at or above the minimum retiring age applicable to the employee;
  - with the payment of a redundancy benefit or similar payment or an employer financed retirement benefit;
- will not count as service for redundancy pay purposes.
- 366.5. Absences from work that do not count as service for leave purposes will not count as service for redundancy pay purposes.
- 367. Rate of payment for redundancy benefit**
- 367.1. For the purposes of calculating any payment for a redundancy benefit, salary will include:
- the employee's salary at the substantive work value level,
  - the salary of the higher work value level, where the employee has been working at the 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,
  - other allowances in the nature of salary which are paid during periods of annual leave and on a regular basis, excluding allowances which are a reimbursement for expenses incurred, or a payment for disabilities associated with the performance of duty,
  - roster penalties – where applicable.
- 367.2. Where an employee has worked part-time hours during their period of service and the employee has less than 24 years full-time service, the 2 weeks per year of service that relates to the part-time service will be paid on pro-rata basis as follows:
- current annual full-time equivalent salary (used for redundancy purposes), divided by fulltime hours, multiplied by the part-time hours for that part-time period worked.
- 368. Retention period**
- 368.1. An excess employee who does not agree to be retrenched with the payment of a redundancy benefit will be entitled to the following period of retention:
- 56 weeks where the employee has 20 years or more service or is over 45 years of age; or
  - 30 weeks for all other employees.
  - If an employee is entitled to a redundancy payment under the NES, the relevant period in the above clause is reduced by the number of weeks redundancy pay that the employee will be entitled to under the NES on termination, as at the expiration of the retention period (as adjusted by this clause).
- 368.2. The retention period will commence on the day the NPGA advises the employee in writing that they are an excess employee.
- 368.3. During the retention period the NPGA:
- will continue to take reasonable steps to find alternative employment for the excess employee; and
  - may, with 4 weeks' notice, reassign duties at a lower APS classification to the excess employee
  - where this occurs before the end of an employee's retention period, the employee will receive income maintenance to maintain salary at the previous higher level for the balance of the retention period in sub-clause 368.1.
- 368.4. The retention period will be extended by any periods of approved leave due to personal illness or injury of the employee (supported by medical evidence) taken during the retention period (calculated in accordance with clause 368.1).
- 368.5. Management may allow the excess employee to access the services of a redeployment assistance provider to the value of \$750.
- 368.6. It is the excess employee's responsibility to take all reasonable steps to identify and apply for suitable vacancies at their substantive level during the retention period.

- 368.7. The excess employee may request assistance in meeting reasonable travel and incidental expenses incurred in seeking alternative employment where these expenses are not met by the prospective employer.
- 368.8. Where an excess employee is required to move the employee's household to a new locality management may approve reasonable expenses where these expenses are not met by the prospective employer.
- 368.9. Where management is satisfied that there is insufficient productive work available for the employee within the NPGA during the remainder of the retention period and that there is no reasonable redeployment prospects in the APS:
- management may terminate the employee's employment under s.29 of the PS Act; and upon termination, the employee will be paid a lump sum comprising:
  - the balance of the retention period (as shortened for the NES under sub-clause 368.1) and this payment will be taken to include the payment in lieu of notice of termination of employment, plus
  - the employee's NES entitlement to redundancy pay.
- 369. Involuntary termination of employment at the conclusion of the retention period**
- 369.1. In accordance with s.29 of the PS Act, management may involuntarily terminate the employment of an excess employee at the end of the retention period.
- 369.2. An excess employee's employment will not be involuntarily terminated without being given notice of termination under clause 366. Wherever possible, this notice period will be concurrent with the retention period.
- 369.3. An excess employee's employment will not be involuntarily terminated if the employee has not been invited to elect for retrenchment with the payment of a redundancy benefit or has elected for retrenchment, but management has refused to approve it.

## ATTACHMENT A – BASE SALARIES

Classification	Salary levels	As at 31 August 2023	From the later of commencement of the agreement or 14 March 2024	From 13 March 2025	From 12 March 2026
APS 1	1.1	\$50,995	\$53,035	\$55,050	\$57,497
APS 1	1.2	\$52,705	\$54,813	\$56,896	\$58,830
APS 1	1.3	\$54,498	\$56,678	\$58,832	\$60,832
APS 1	1.4	\$56,356	\$58,610	\$60,837	\$62,905
APS 2	2.1	\$57,710	\$60,018	\$62,299	\$64,417
APS 2	2.2	\$59,299	\$61,671	\$64,014	\$66,190
APS 2	2.3	\$60,854	\$63,288	\$65,693	\$67,927
APS 2	2.4	\$62,437	\$64,934	\$67,401	\$69,693
APS 3	3.1	\$64,445	\$67,023	\$69,570	\$71,935
APS 3	3.2	\$66,116	\$68,761	\$71,374	\$73,801
APS 3	3.3	\$67,795	\$70,507	\$73,186	\$75,674
APS 3	3.4	\$69,551	\$72,333	\$75,082	\$77,635
APS 4	4.1	\$71,821	\$74,694	\$77,532	\$80,168
APS 4	4.2	\$73,759	\$76,709	\$79,624	\$82,331
APS 4	4.3	\$75,824	\$78,857	\$81,854	\$84,637
APS 4	4.4	\$77,982	\$81,101	\$84,183	\$87,045
APS 5	5.1	\$79,947	\$83,145	\$86,305	\$89,239
APS 5	5.2	\$81,961	\$85,239	\$88,478	\$91,486
APS 5	5.3	\$84,024	\$87,385	\$90,706	\$93,790
APS 5	5.4	\$86,141	\$89,587	\$92,991	\$96,153
APS 5	5.5				\$96,829*
APS 6	6.1	\$89,147	\$92,713	\$96,236	\$99,734
APS 6	6.2	\$92,043	\$95,725	\$99,363	\$102,741
APS 6	6.3	\$95,034	\$98,835	\$102,591	\$106,079
APS 6	6.4	\$98,122	\$102,047	\$105,925	\$109,526
APS 6	6.5	\$101,309	\$105,361	\$109,365	\$113,083
APS 6	6.6	\$104,601	\$108,785	\$112,919	\$116,758
EL 1	EL1.1	\$110,753	\$115,183	\$119,560	\$123,625
EL 1	EL1.2	\$114,445	\$119,023	\$123,546	\$127,747
EL 1	EL1.3	\$118,137	\$122,862	\$127,531	\$131,867
EL 1	EL1.4	\$121,828	\$126,701	\$131,516	\$135,988
EL 1	EL1.5	\$125,970	\$131,009	\$135,987	\$140,611
EL 1	EL1.6	\$130,441	\$135,659	\$140,814	\$145,602
EL 2	EL2.1	\$134,701	\$140,089	\$145,412	\$150,356
EL 2	EL2.2	\$138,172	\$143,699	\$149,160	\$154,231
EL 2	EL2.3	\$141,733	\$147,402	\$153,003	\$158,205
EL 2	EL2.4	\$145,386	\$151,201	\$156,947	\$162,283
EL 2	EL2.5	\$149,132	\$155,097	\$160,991	\$166,465
EL 2	EL2.6	\$152,977	\$159,096	\$165,142	\$170,757

\* New maximum applied



**FORMAL ACCEPTANCE OF THE AGREEMENT**

By signing below, the persons and organisation covered by the agreement signify their acceptance of its terms and conditions.



.....  
Director

Bree Pickering

Date: 5/3/2024

Address: National Portrait Gallery, King Edward Terrace PARKES ACT 2601



.....  
Employee representative

Name: Taryn Crick  
Manager People & Performance

Date: 5/3/2024

Address: National Portrait Gallery, King Edward Terrace PARKES ACT 2601



.....  
Bargaining representative for the

Community and Public Sector Union

Name:

ANDREW SMITH

Date: 7.3.24

Address: CPSU Level 4/224 Bunda Street CANBERRA ACT 2601

