



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Australian Film Television Radio School
(AG2024/1032)

AUSTRALIAN FILM TELEVISION RADIO SCHOOL ENTERPRISE AGREEMENT 2024-2027

Educational services

DEPUTY PRESIDENT DEAN

CANBERRA, 19 APRIL 2024

Application for approval of the Australian Film Television Radio School Enterprise Agreement 2024-2027.

[1] An application has been made for approval of an enterprise agreement known as the *Australian Film Television Radio School Enterprise Agreement 2024-2027* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Australian Film Television Radio School (Employer). The Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement. The undertakings are taken to be a term of the agreement.

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[4] CPSU, the Community and Public Sector Union and the National Tertiary Education Union, being bargaining representatives for the Agreement, have given notice under section 183 of the Act that they want the Agreement to cover their organisation. In accordance with subsection 201(2) of the Act, I note that the Agreement covers the organisations.

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 26 April 2022. The nominal expiry date of the Agreement is 12 March 2027.



DEPUTY PRESIDENT

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

Australian Film Television Radio School Enterprise Agreement 2024-2027

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Section 1: Technical matters

Title

1. This agreement will be known as the Australian Film Television Radio School Enterprise Agreement 2024-2027.

Parties to the agreement

2. This agreement covers:
 - 2.1. the Australian Film Television Radio School (AFTRS) for and on behalf of the Commonwealth of Australia as the employer;
 - 2.2. Employees of AFTRS other than:
 - 2.2.1. the Chief Executive Officer (CEO);
 - 2.2.2. Senior Executive Service employees or equivalent;
 - 2.2.3. Actors and Musicians engaged as performers; and
 - 2.3. subject to notice being given in accordance with section 183 of the FW Act, the following employee organisation/s which were a bargaining representative for this agreement:
 - 2.3.1. the Community and Public Sector Union (CPSU), and the National Tertiary Education Union (NTEU).

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 12 March 2027.

Delegations

5. The CEO may delegate to or authorise any person to perform any or all of the CEO'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 AFTRS 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 AFTRS 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 AFTRS 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 AFTRS and employee.
11. The AFTRS 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 AFTRS must ensure that the individual flexibility arrangement:
 - 12.1. is in writing;
 - 12.2. includes the name of the AFTRS and employee;
 - 12.3. is signed by the AFTRS 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
 - 12.5. states the day on which the arrangement commences and the day on which the arrangement will be reviewed.
13. The AFTRS must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
14. The AFTRS 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 AFTRS and employee agree in writing – at any time.
15. The AFTRS and employee are to review the individual flexibility arrangement at least every 12 months.

Definitions

16. The following definitions apply to this agreement:

Act means the *Australian Film, Television and Radio School Act 1973* as in force from time to time;

AFTRS means the Australian Film, Television and Radio School.

Agreement means the *Australian Film Television Radio School Enterprise Agreement 2024-2027*.

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

Award means the Australian Government Industry Award 2016 as in force from time to time;

Bandwidth means the span of hours during which an employee can perform ordinary hours.

Casual employee (irregular or intermittent employee) means a person employed by AFTRS who:

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

Chief Executive Officer (CEO) means the person appointed under Section 24 of the Act as the Director or the person for the time being, acting as the Director pursuant to Section 31 of the Act, and includes any person authorised by the Director to act on their behalf in relation to this Agreement;

Classification or classification level means the approved classifications as set out in this agreement.

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

Core hours means the core business hours all employees must work within a given work day.

Council means the Council of the Australian Film, Television and Radio School established under the Act and includes a person holding a delegation from the Council which authorises that person to exercise powers and/or perform functions as set out in the provision/s of this Agreement;

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.

Employee means any person employed by the AFTRS.

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.

Excess employee means an employee whose established position is no longer necessary for the efficient and economical working of the AFTRS, or whose services cannot be effectively used

because of technological, structural or other changes in the work methods of the AFTRS or changes in the nature, extent or organisation of the functions of the AFTRS, or whose duties are to be performed at a different locality and who is unable to perform duties at that different locality;

Family means:

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

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

Full time employee means an employee employed to work 73 ½ hours per fortnight in accordance with this agreement.

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

FWC means the Fair Work Commission

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

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

Non-ongoing employee means an employee engaged on either a full time or part time basis for a specified term or for the duration of a specified task, consistent with the FW Act.

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

Ongoing employee means an employee appointed to either a full time or part time position on an ongoing (permanent) basis.

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

Partner means a spouse or de facto partner.

Part-time employee means an employee employed to work less than 73 ½ hours per fortnight 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.

Probationary employee means an employee whose appointment to the AFTRS has not yet been confirmed;

Relevant employee means an affected employee.

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

Shift worker means an employee rostered to perform ordinary duty outside the period 7am to 7pm, Monday to Friday, and/or on Saturdays, Sundays or public holidays for an ongoing or fixed period.

Usual location of work means AFTRS building located in Moore Park, NSW.

Section 2: Remuneration

Salary

17. Salary rates will be as set out in Attachment A – Base salaries of this agreement.
18. The base salary rates in Attachment A – Base salaries include the following increases:
 - 18.1. 4.0 per cent on 13 March 2024 to employees employed by the AFTRS on or after the date of commencement of this agreement.
 - 18.2. 3.8 per cent on 13 March 2025; and
 - 18.3. 3.4 per cent on 13 March 2026.

Payment of salary

19. 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

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

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.

20. Consideration will not be given to payment in advance unless otherwise specified in this Agreement or as part of final monies on cessation of employment.
21. Payment will be by electronic funds transfer and payslips will be available via the HRIS and email.

Salary setting

22. Where an employee is engaged, moves to or is promoted in the AFTRS the employee's salary will be paid at the minimum of the salary range of the relevant classification, unless the CEO determines a higher salary within the relevant salary range under these provisions.
23. The CEO 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 provisions, the CEO will have regard to a range of factors (as relevant) including the employee's skills, qualifications and experience.
25. Where an employee commences ongoing employment in the AFTRS immediately following a period of non-ongoing employment in the AFTRS, the CEO will determine the employee's salary within the relevant salary range of the relevant classification which recognises the employee's prior service as a non-ongoing employee in the AFTRS.
26. Where an employee commences ongoing employment in the AFTRS immediately following a period of casual employment in the AFTRS, the CEO 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 AFTRS.
27. Where the CEO determines that an employee's salary has been incorrectly set, the CEO may determine the correct salary and the date of effect.

Incremental advancement

28. Employees shall be entitled to annual increments within the salary ranges applying to their classification subject to certification that their work performance, including conduct, diligence and efficiency is satisfactory and all Performance Planning has been completed in full.
29. Employees will be advised 1 month in advance of the increment date if there will be a recommendation to refuse to grant the increment. Employees have the right to appeal this recommendation under the AFTRS Grievance Procedure.
30. Eligible service for salary progression will include:
 - 30.1. periods of paid leave and unpaid parental leave;
 - 30.1.1. 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.
 - 30.2. periods of unpaid leave that count as service; and
 - 30.3. service while employed on a non-ongoing basis.
31. 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.
32. Salary progression while acting at a higher classification, will be retained for future acting duties at, or promotion to, that classification regardless of elapsed time.
33. Casual employees will not usually be eligible for incremental advancement.

Superannuation

34. The AFTRS will make compulsory employer contributions as required by the applicable legislation and fund requirements.
35. Employer superannuation contributions will be paid on behalf of employees during periods of paid leave that count as service.
36. The AFTRS 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 AFTRS payroll system.
37. In the case of employees not electing membership of an eligible superannuation fund or the absence of a Staped Fund, the default fund for ongoing employees is PSSap and for non-ongoing employees is Australian Super.

Method for calculating superannuation salary

38. The AFTRS will provide an employer contribution of 15.4 per cent of the employee's Ordinary Time Earnings (OTE) for employees in the Public Sector Superannuation Accumulation Plan (PSSap) and employees in other accumulation funds.
39. Employer contributions will be made for all employees covered by this agreement.
40. Employer contributions will not be reduced by any other contributions made through salary sacrifice arrangements.
41. Employees aged 54 years and over may elect to sacrifice up to 100% of their salary into an eligible superannuation fund subject to the following:
 - 41.1. all legislative requirements will be adhered to;
 - 41.2. costs involved in administering the salary packaging will be met by the employee through the salary packaging process; and
 - 41.3. there will be no additional cost to the AFTRS.

Overpayments

42. An overpayment occurs if the CEO (or the AFTRS) 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).
43. Where the CEO considers that an overpayment has occurred, the CEO will provide the employee with notice in writing. The notice will provide details of the overpayment.
44. If an employee disagrees that there has been an overpayment including the amount of the overpayment, they will advise the CEO 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.
45. If after considering the employee's response (if any), the CEO confirms that an overpayment has occurred, the overpayment will be treated as a debt to the AFTRS that must be repaid to the AFTRS in full by the employee.
46. The CEO 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.
47. The AFTRS and employee may agree to make a deduction from final monies where there is an outstanding payment upon cessation of employment.
48. Interest will not be charged on overpayments.
49. Nothing in clauses 42 to 48 prevents:
 - 49.1. the AFTRS from pursuing recovery of the debt in accordance with an Accountable Authority Instruction issued under the *Public Governance, Performance and Accountability Act 2013*;
 - 49.2. the AFTRS from pursuing recovery of the debt through other available legal avenues;
or
 - 49.3. the employee or the AFTRS from seeking approval to waive the debt under the *Public Governance, Performance and Accountability Act 2013*.

External Remuneration

50. AFTRS employees should not receive any fee, reward or remuneration of any kind (other than official salary and allowances) for services in connection with AFTRS performed either in or outside hours of duty except with the prior written approval of the CEO.

Outside Employment

51. Full time employees who wish to engage in other paid employment during or outside official hours of duty must have the prior written consent of the CEO.
52. Part time employees who wish to engage in other paid employment during or outside official hours of duty are responsible for disclosing any potential conflicts of interest and for ensuring that outside employment does not coincide with their rostered hours at AFTRS.

Section 3: Allowances and reimbursements

Allowances

Higher duties allowance

54. Where a role that is classified as AFTRS 7 or Academic 3 or higher needs to be filled for at least 1 week, higher duties allowance will be paid to an employee temporarily occupying the role acting at a classification level higher than their substantive classification level.
55. Where a role that is classified as up to an Academic 2 or AFTRS 6 needs to be filled for at least 1 day, higher duties allowance will be paid to an employee temporarily occupying the role acting at a classification level higher than their substantive classification level.
56. 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 CEO.
57. 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.
58. Where an employee is assigned only part of the higher duties, the CEO will determine the amount of allowance payable.
59. 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 1 working week.
60. The CEO may shorten the qualifying period for higher duties allowance on a case-by-case basis.
61. An employee, who at the time of proceeding on approved leave with pay was in receipt of a Higher Duties Allowance, shall continue to be paid the allowance to the extent that the CEO (or delegate) certifies that the allowance would have been paid but for the grant of leave. Where the leave with pay is less than full pay, payment of the allowance shall be made on a pro rata basis. This period of leave shall be included as service in the higher position for the purposes of the granting of increments.

Extra Responsibility Allowance

62. An Extra Responsibility Allowance may be payable to employees in recognition of temporary additional responsibilities assumed when not on higher duties in another position. Payment of an Extra Responsibility Allowance must be approved by the CEO and responsibilities should correlate with the appropriate Work Level Standards.
63. Where an employee is receiving an Extra Responsibility Allowance and their total remuneration is of a level where the conditions of service differ from those which would apply without the Extra Responsibility Allowance, they shall be subject to the conditions of service of the higher remuneration.
64. An employee who, at the time of proceeding on approved leave with pay was in receipt of an Extra Responsibility Allowance, shall continue to be paid the allowance to the extent that the CEO or relevant Divisional Director certifies that the allowance would have been paid but for the grant of leave. Where the leave with pay is less than full pay, payment of the allowance shall be made on a pro rata basis.

Workplace responsibility allowances

65. A workplace responsibility allowance will be paid where an employee who is appointed by the AFTRs or elected by eligible peers to one of the following roles;

- 65.1. First Aid Officer;
- 65.2. Health and Safety Representative;
- 65.3. Emergency Warden;
- 65.4. Harassment Contact Officer; and
- 65.5. Safe Conversation Officer.

66. An employee is not to receive more than one workplace responsibility allowance unless approved by the CEO due to operational requirements.

67. The minimum rate will be:

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

68. 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.

69. Part time employees in receipt of an allowance will receive a pro rata amount.

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

Community language allowance

71. A community language allowance will be paid where the CEO 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 CEO.

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 13 March 2026
1	An employee who has adequate language skills, as determined by an individual or body approved by the CEO for simple communication.	\$1,435 per annum	\$1,490 per annum	\$1,541 per annum

Rate	Standard	Rate from commencement of the agreement	Rate from 13 March 2025	Rate from 13 March 2026
2	An employee who is certified by the National Accreditation Authority for Translators and Interpreters (NAATI) as a Translator or Interpreter at any level; or is assessed to be at the equivalent level by an individual or body approved by the CEO.	\$2,870 per annum	\$2,979 per annum	\$3,080 per annum

- 73. The allowance is calculated annually and paid fortnightly.
- 74. Part time employees in receipt of an allowance will receive a pro rata amount.
- 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

Classifications & Work Level Standards

77. All positions will be classified based on the Work Level Standards. The Work Level Standards are as agreed between the parties to the agreement.
78. Classification structure for Non-Academic Employees:
- 78.1. The AFTRS classification structure is comprised of AFTRS Officers 1 to 8.
79. Classification structure for Academic Employees:
- 79.1. Academic 2 tier 1 (salary steps 1 to 7)
 - 79.2. Academic 2 tier 2 (salary steps 8 to 9)
 - 79.3. Academic 3 tier 1 (salary steps 1 to 3)
 - 79.4. Academic 3 tier 2 (salary steps 4 and 5)
 - 79.5. Academic 3 tier 3 (salary step 6)

Reclassification of Positions

80. The CEO may reclassify any position if they are satisfied that the duties, work level and responsibilities of that position have been significantly altered, subject to the following:
- 80.1. the work level standards will be used in reviewing all positions. In exceptional circumstances the market value or shortage of appropriately skilled people for specific roles may be considered.
 - 80.2. if the position is occupied, the occupant will be consulted about the proposed duty statement and classification.
 - 80.3. if the position is occupied and is reduced in classification the AFTRS will endeavour, with the employee's agreement, to transfer the occupant to a position at the same classification and salary as the original position. If a suitable position is not available or the employee chooses not to be transferred, the employee will elect to either:
 - 80.3.1. retain the employment in the position and maintain their salary at their current salary rate until the lower classification level salary rate has met the employee's salary, or
 - 80.3.2. be offered redundancy under Section 11 of this agreement.

Transfers

81. The CEO may initiate or approve the transfer of an employee, at their request, to a position of the same classification.

Section 5: Working hours and arrangements

Employment types

General

82. AFTRS will engage employees on an ongoing, fixed term, temporary or casual basis, either full time or part time.
83. Full-time employee is an employee whose ordinary hours are 73 hours 30 minutes per fortnight in accordance with the agreement.
84. Part-time employee is an employee whose ordinary hours are less than 73 hours 30 minutes per fortnight in accordance with the agreement.
85. A full-time employee may apply to the AFTRS to work part time for a specified period or, if an ongoing employee, on an ongoing basis. This approval is subject to the AFTRS' operational requirements and, if granted, in the case of a nominated period the employee may, or may not be required at the end of the nominated period, to revert to full time employment. No full-time employee shall be forced to accept part time employment.

Probation

86. Unless the CEO waives the requirement for probation, employment at the AFTRS will be on a 6-month probationary basis. Employees' contract of employment will specify the period of probation.
87. Where the nature and particular circumstances of an employee require it, probation will be extended for a period of up to a total of 12 months. This will be assessed on a case by case basis. Upon the satisfactory completion of the probationary period, the employee's employment in the position will be confirmed.
88. Where it is necessary to terminate an employee's employment on account of unsatisfactory performance during their period of probation, or for any other reason determined by the CEO in accordance with provisions relating to termination of employment during probation, then 1 months' notice or 1 months' pay in lieu of notice shall be given. Probationers are subject to misconduct provisions.

Job security

Commitment to ongoing employment

89. In its engagement decisions, the AFTRS recognises that the usual basis for engagement is an ongoing employee.

Reporting

90. The AFTRS will report to the AFTRS Staff 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 AFTRS.

Casual (irregular or intermittent) employment

91. A casual (irregular or intermittent) employee is defined in the definitions section.
92. A decision to expand the use of casual employees is subject to Section 10 of this agreement.
93. The AFTRS will regularly review the working arrangements of casuals to assess if they are genuinely performing irregular and intermittent duties, and report de-identified outcomes to the consultative committee.
94. Remuneration for casual employees shall be on an hourly basis. A casual employee shall receive a 25 per cent loading on the base hourly rate of their classification as set out in this agreement.
95. 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.
96. 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 unless otherwise agreed in writing by the employee and their manager.

Non-ongoing employment

97. A non-ongoing employee is defined in the definitions section.
98. Non-ongoing employees will generally have the same terms and conditions of employment as ongoing employees under this agreement's terms, except:
 - 98.1. personal/carer's leave accrual at clauses 226 and 227;
 - 98.2. redundancy provisions at Section 11, subject to clause 98.
99. If the non-ongoing employee's contract is not permitted by section 333E of the FW Act, then the redundancy provisions at Section 11: Separation and retention of this agreement will apply.
100. If the redundancy provisions apply to an employee under clause 99, AFTRS must adhere to the consultation requirements contained in Sections 10 and 11 of this agreement.

Requirements for Employment

101. All employees must provide proof of identification and of rights to work on appointment. Failure to do so within a reasonable time may result in the appointment being terminated.
102. Based on the duties of a role, employees may be required to undergo a medical examination by a medical practitioner chosen by the CEO prior to commencing employment or as soon as practical thereafter, to assess their medical fitness for that role. The assessment will identify any risk factors that may limit their ability to work in the role and determine if there are possible reasonable adjustments to support the employee to safely undertake the duties of the role. The AFTRS will pay all related costs. If the employee fails to meet the medical requirements, AFTRS will consider if there are other suitable vacant roles at the same classification for redeployment or the appointment may be terminated.
103. Employees in positions identified in the Employment Checks Policy and Procedure will be required to satisfactorily complete other external checks at any time. This includes but is not limited to Working with Children Check, Police Check. Employees who are unable to meet the external check requirements may have their appointment terminated.

Working hours

Standard Weekly Working Hours

104. Ordinary working hours to be observed by employees are as set out in the definition of "ordinary hours" in clause 16 of this Agreement. Employees are expected to take an interval of at least 30 minutes for lunch between 12 noon and 2 pm on each working day. Additional breaks will be taken as needed to meet health and safety requirements.
105. Where, in the interests of the AFTRS, the nature of duties of any employee does not permit attendance as prescribed in clause 104. of this Agreement, other hours of duty may be specified by the CEO.
106. The averaging of working hours and related provisions as determined by the FW Act will be adhered to.

Standard Span of Hours

107. Subject to the operational efficiency of AFTRS, employees other than shift workers or those on rostered hours may start and finish work at times of their own choosing between 7.00am and 7.00pm provided they attend to their work between the core hours of 10am to 12 noon and 2pm to 3.30pm.

Flex for AFTRS 1-6 classifications

108. All employees who receive a salary equal to or less than the maximum for an AFTRS Level 6 (other than those who have elected salary in lieu under clause 112) and all shift workers are required to complete an attendance record in the HRIS ("flexsheet") for each fortnightly pay period, setting out their daily times of commencement and cessation of duty, unless formally exempted from doing so by the CEO.

Flexitime

109. At the end of the fortnightly pay period employees may carry a credit of up to 20 hours for any hours they have worked in addition to ordinary hours. Any debits in excess of 10 hours at the end of the fortnightly pay period will be deducted from salary. Subject to approval, employees may take flex leave and if an employee's credit exceeds 10 hours, approval for 1 days flex leave will be granted within 10 days.
110. The relevant manager may require an employee not to work hours in addition to ordinary hours where there is insufficient work. That is, a manager may require that an employee not accrue flexitime where such accrual cannot be justified by the employee's workload.

Flexbank

111. Where an employee's flex credit exceeds 20 hours at the end of a pay fortnight the excess hours will automatically be banked to a maximum credit of 36 hours 45 minutes. Any remaining excess credits after 2 weeks will be converted to time in lieu at overtime rates and be subject to the time in lieu provisions. Employees may take a maximum of 5 days flexbank leave at one time and will have the opportunity to use excess flex credits prior to separation.

Additional salary in lieu of Overtime, Time in Lieu and Formal Flextime Provisions

112. All employees at the AFTRS 6 level shall be given the option to make a one-off election to:
- 112.1. waive their access to overtime, time in lieu and formal flextime provisions, and,
 - 112.2. receive salary in accordance with the AFTRS6X classification salary scales at Attachment A of this Agreement.
113. The election will take effect on the first payday following their election. It would generally be expected that the average hours worked per fortnight would be 73 ½ hours.
114. Employees who have elected to receive salary in accordance with the AFTRS 6X classification salary scales may, if they are to commence regular shiftwork, return to the AFTRS 6 classification salary and provisions. This provision may only be accessed by any employee once within 3 months of the commencement of this Agreement.

Senior Employees not Eligible for Overtime

115. Employees not required to complete an attendance record under clause 108 of the Agreement are expected to keep a record of working hours as agreed with their manager for audit purposes.
116. Employees exempted from completing fortnightly attendance records under clause 108 of the Agreement will not be entitled to payment of overtime unless, in the opinion of the CEO or delegate, the circumstances of a particular period of duty are such as to warrant payment of overtime, or appropriate time off in lieu.
117. The working arrangements for senior employees should be agreed with their manager through discussion. Where agreement cannot be reached, working arrangements will be determined by the AFTRS. In reaching agreement on working arrangements, managers and these employees should have regard to:
- 117.1. the operational requirements, workload and priorities of the area, which need to be reflected in performance agreements.
 - 117.2. the need for these employees to balance work and personal life, and
 - 117.3. any other relevant factors.
118. The parties to this Agreement recognise that the hours of duty of these senior employees are not regular or easily categorised. Managers have an obligation to allow these employees flexibility in their working arrangements, including hours of work, and have the authority to grant time off in recognition of additional hours worked, where it is considered, such hours are in excess of agreed working arrangements. It is expected these arrangements will be agreed in advance of the additional hours being worked. This means that managers should, as appropriate, agree to absences, including whole days and that discussion about working hours should be ongoing. Such absences do not need to be covered by official leave. However, time off will not be granted on an exact time for time basis.
119. There will be no payment in lieu of any additional hours worked under this provision.

Overtime and restriction

120. Employees, depending on management priorities and workload requirements, will not be unreasonably required to work excessive and/or unsociable hours. Where the requirements laid down in this Agreement relating to the payment of overtime are met, employees are entitled to extra payment for working overtime. The working of overtime should be avoided unless the Divisional Director considers that it is not possible for essential work to be completed by other means.
121. An employee may refuse to work hours in excess of ordinary hours on a given day for reasons that may include, but need not be limited to, the employee's family responsibilities or the pre-arranged personal commitments of the employee.
122. Where practicable twenty-four hours' notice will be provided.
123. Overtime provisions do not apply where an employee chooses to work flexibly per the Flexible Work Policy.
124. Except with the approval of the CEO, employees whose salary exceeds the maximum of an AFTRS Level 6 shall not be entitled to be paid overtime.

Overtime Payments Where Overtime is Worked

125. All employees, other than shift workers but including part time employees, must have worked 73 ½ hours in the fortnight before they are entitled to the payment of overtime.
126. All work performed outside the bandwidth for employees covered by flextime provisions, or outside normal or agreed daily hours for employees not covered by flextime provisions, on days other than Sunday and Public Holidays shall be paid for at the rate of time-and-one-half for the first three hours and double time thereafter.
127. For all overtime worked on Sundays payment shall be made at the rate of double time.
128. For all overtime worked on Public Holidays payment shall be made for the overtime worked at the rate of double time and a half except where an employee works on both Christmas Day falling on Saturday or Sunday and a substitute holiday where one day will attract payment at the public holiday rate and the other will be paid at the non-holiday Saturday or Sunday as appropriate.
129. Overtime shall be calculated to the nearest quarter of an hour of the total amount of overtime to be claimed in each fortnightly period.
130. An employee's salary for the purpose of calculating overtime shall include any allowance in the nature of salary
131. The hourly rate for overtime payment shall be calculated by applying the following formulae:

Time and one half rate

$$\begin{array}{rccccccc} \underline{\text{Annual Salary}} & & \times & & \underline{6} & & \times & & \underline{3} \\ & & & & 313 & & & & 2 \end{array}$$

Double time rate

<u>Annual Salary</u>	X	<u>6</u>	X	<u>2</u>
313		36.75		1

132. Shift workers are entitled to double time for overtime worked on Saturdays provided it is not continuous with ordinary duty.

Overtime for Part time Employees

133. Part time employees are not eligible for additional payment for overtime worked on weekdays except where they have already worked 73 ½ hours in that fortnight.
134. A part time employee who is not a shift worker is entitled to the following penalty payments in respect of duty which is performed on a weekend:
- 134.1. 50% Saturday duty penalty for the first three (3) hours and 100% thereafter;
 - 134.2. a payment of single time additional to the ordinary rate of pay for Sunday duty.
135. To the extent that overtime for Part-Time Employees is not dealt with by clauses 133, 134, 144, 145 of the Agreement, AFTRS will ensure relevant employees are paid in accordance with 19.8(b) of the Award.

Overtime for Casual Employees

136. AFTRS will ensure that relevant casual employees are paid penalty rates in accordance with clause 18.2 of the Award. This excludes PC1s as defined by the Award.
137. AFTRS will ensure that relevant casual employees are paid overtime outside of span of ordinary hours in accordance with clause 19.8(c) of the Award. This excludes PC1s as defined by the Award.

Relief for Duty for Rest Purposes

138. An employee who has not had at least 8 consecutive hours plus reasonable travel time (2 hours unless special circumstances apply) off duty between the completion of overtime and the commencement of their ordinary hours of duty on the next day, shall be released from duty after the completion of overtime without loss of pay for ordinary hours of duty until they have had the required hours off duty. If the AFTRS requires an employee to resume or continue work without having had the required time off duty the payment shall be at double time until released from duty for that period. The person shall then be entitled to be absent for 8 consecutive hours plus reasonable travel time without loss of pay for ordinary hours of duty occurring during that absence.

On Call Allowance

139. Where an employee is required and directed, prior to ceasing duty, to be contactable and available to return to duty the employee will be entitled to be paid an on-call allowance for each period of up to 24 hours (or part thereof) of:

139.1. \$23.65 – Monday to Friday

139.2. \$35.47 – Saturday and Sunday

139.3. \$53.22 – Public Holidays

140. An employee may refuse to be placed on call. Payment will be retrospective. On Call Allowance will not count as salary for any purpose. These allowances will increase in line with general wage increases in this agreement.

Emergency Duty

141. This provision only applies to employees who are eligible for overtime unless approved by the CEO.

142. Where an employee is called to AFTRS premises to meet an emergency at a time when they would not ordinarily have been on duty, and no notice of such call was given to them prior to their ceasing duty on their ordinary shift, they shall be paid for such emergency duty at the rate of double time. The time for which payment shall be made shall include time necessarily spent in travelling to and from duty. The minimum payment shall be for 2 hours at double time. Should this fall on a public holiday, the minimum payment shall be for 2 hours at double time and a half.

143. Where the CEO determines it is essential in the interests of health that respite from work be granted to an employee who has been called up for emergency duty, the employee may be relieved from duty on their next regular shift without deduction from salary for a period not exceeding the number of hours' emergency duty worked.

Minimum Payment for Separate Overtime Attendance

144. Where an employee is required to perform overtime duty and this duty is not continuous with ordinary hours, the minimum overtime payment for each separate overtime attendance will be for 4 hours at the overtime rate prescribed by clauses 125-137. Meal periods will be disregarded in determining whether an overtime attendance is or is not continuous with ordinary hours.

145. Where an overtime attendance not continuous with ordinary hours involves duty both before and after midnight, the minimum payment provisions in the previous paragraph shall be satisfied when the total payment for the whole of the attendance equals or exceeds the minimum payment applicable to 1 day. Where a higher overtime rate applies to one of the days, the minimum payment shall be calculated at the higher rate.

Meal Breaks and Meal Allowance during Overtime

146. A meal break should be taken at least every 5 hours. A meal allowance at the rate specified as the Reasonable Allowances Amount for Meal Allowances in Taxation Rulings as varied from time to time is payable when overtime includes the periods:

- 0700 to 0900;
- 1200 to 1400;
- 1800 to 1900, or
- midnight to 0100.

Time-in-lieu of Overtime Payment

147. An employee who is eligible for payment of overtime may be granted time off in lieu of payment for overtime worked subject to agreement between the employee and their manager. The following provisions will apply.
148. Time in lieu will be calculated on the overtime rates applying for the time worked.
149. It should be taken within 10 working days of the overtime being worked at a time agreed between the employee and their manager. If this is not possible it may accumulate beyond that with the prior approval of the CEO or delegate.
150. Under no circumstances should managers allow employees to carry an excessive amount of time-in-lieu for lengthy periods. Any time-in-lieu over 10 days at the end of a pay period will be paid as overtime.
151. Outstanding time-in-lieu credits will be paid out to employees in December and June of each year subject to attendance records being up to date and forwarded to the Payroll Department.
152. Time in lieu provisions do not apply where an employee chooses to work flexibly per the Flexible Work Policy.

Unsociable hours of work – Academics

153. 'unsociable hours' in this clause refers to any form of coursework running after 7pm Monday to Friday, on weekends or on public holidays. This clause does not apply to employees working on rosters and in receipt of penalty payments.
154. Academic employees shall not be required to work excessive and/or unreasonable unsociable hours. It is expected that work undertaken during unsociable hours will be identified and agreed through the Academic Workload process (see clause 406).
155. Employees should receive at least 2 weeks' notice of work to be undertaken during unsociable hours outside of that agreed through the Academic Workload model process. Employees may reasonably refuse to work unsociable hours under this clause for reasons that may include, but need not be limited to, the academic employee's family responsibilities, pre-arranged personal commitments of the employee or religious conviction of the employee.

Unsociable hours allowance

156. Academic employees required to work unsociable hours that exceed the standard weekly working hours of 36.75 hours, or where less than 2 weeks' notice has been provided, may either take an equivalent amount of time in lieu within the next month or receive an unsociable hours allowance of \$65 per hour on approval of the CEO or delegate. The allowance will not count as salary for any purposes.

Shift work

Penalty Payments

157. A shift worker whose ordinary hours include a shift, any part of which falls between the hours of 7pm and 7am Monday to Friday, and who performs duty on that shift, shall be paid an additional 15% of their salary for that shift.
158. A shift worker whose ordinary hours include a shift between midnight on Friday and midnight on Saturday, and who performs duty on that shift, shall be paid an additional 50% of their salary for that shift.
159. A shift worker whose ordinary hours include a shift between midnight on Saturday and midnight on Sunday, and who performs duty on that shift, shall be paid an additional 100% of their salary for that shift.
160. A shift worker whose ordinary hours include a shift on a public holiday, and who performs duty on that shift, shall be paid an additional 150% of their salary for actual time worked on that shift.
161. Where a shift worker is required to work their ordinary hours continuously for a period in excess of 4 weeks on a shift falling wholly within the hours of 7pm to 7am, the shift worker shall be paid, with respect to that shift, an additional 30% of their salary for that shift.
162. The additional payments prescribed in this provision shall not be taken into account in calculating overtime or in the determination of any allowance based upon salary, nor shall they be paid with respect to any shift for which any other form of penalty payment is made.
163. The period for which the additional payments prescribed by this provision shall be paid and shall be calculated to the nearest quarter hour of the total time to be claimed in the fortnightly period in which the relevant shift/s were worked.
164. Additional payment for ordinary duty, as prescribed in this provision, shall be made in respect of any such duty which the employee would have performed had they not been on approved recreation leave.
165. Only shift workers may participate in a formal Rostered Day Off program.
166. The annual leave entitlements relating to a shiftworker under the NES i.e. an entitlement of 5 weeks of recreation leave per year, will apply for any employee who is a shiftworker.

Notification of Rosters

167. Shift workers will be informed in writing of the hours of commencement and cessation of their roster shifts (called the normal rostered hours).
168. The normal rostered hours may be changed at any time. Where less than seven (7) days' notice has been given to a shift worker and they are required to perform duty outside the previous normal rostered hours, payment will be made at the appropriate overtime rate for duty performed outside the previously rostered days/hours and at the ordinary rate for duty which falls within the previous normal rostered days/hours. This provision will apply to shift workers at all classification levels whether normally entitled to overtime or not.
169. Places in shift rosters may be interchanged by agreement between shift workers and the appropriate manager.

170. The standard shift cycles are 36 ¾ hours within seven (7) consecutive days; 73 ½ hours within fourteen (14) consecutive days, or 147 hours within twenty-eight (28) consecutive days. The introduction of shift work, or a new roster, or an arrangement of shift cycles other than the standard cycles, may only be made after consultation with the relevant shift worker or their chosen representatives. Shift workers shall also be consulted when asked to work more than the average hours of a standard shift cycle.

Flexible working arrangements

171. The AFTRS, employees and their union recognise:

171.1. 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;

171.2. access to flexible work can support strategies to improve diversity in employment and leadership at AFTRS;

171.3. that flexibility applies to all roles in the AFTRS, and different types of flexible working arrangements may be suitable for different types of roles or circumstances; and

171.4. requests for flexible working arrangements are to be considered on a case-by-case basis, with a bias towards approving requests.

172. The AFTRS is committed to engaging with employees and their union to build a culture that supports flexible working arrangements across the AFTRS at all levels.

173. 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

174. The following provisions do not diminish an employee's entitlement under the NES.

175. An employee may make a request for a formal flexible working arrangement.

176. The request must:

176.1. be in writing in the HRIS;

176.2. set out details of the change sought (including the type of arrangement sought and the proposed period the arrangement will operate for); and

176.3. 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.

177. The CEO or delegate must provide a written response to a request within 21 days of receiving the request.

178. The response must:

178.1. state that the CEO approves the request and provide the relevant detail in clause 179; or

178.2. if following discussion between the AFTRS and the employee, the AFTRS 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

178.3. state that the CEO refuses the request and include the following matters:

178.3.1. details of the reasons for the refusal; and

178.3.2. set out the AFTRS particular business grounds for refusing the request, explain how those grounds apply to the request; and

- 178.3.3. either:
 - 178.3.3.1. 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 AFTRS would be willing to make; or
 - 178.3.3.2. state that there are no such changes; and
 - 178.3.4. 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.
- 179. Where the CEO approves the request this will form an arrangement between the AFTRS and the employee. Each arrangement must be in writing and set out:
 - 179.1. any security and work health and safety requirements;
 - 179.2. a review date (subject to clause 183); and
 - 179.3. the cost of establishment (if any).
- 180. The CEO may refuse to approve the request only if:
 - 180.1. the AFTRS has discussed the request with the employee; and
 - 180.2. the AFTRS 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
 - 180.3. the AFTRS and the employee have not reached such an agreement; and
 - 180.4. the AFTRS has had regard to the consequences of the refusal for the employee; and
 - 180.5. the refusal is on reasonable business grounds.
- 181. Reasonable business grounds include, but are not limited to:
 - 181.1. the new working arrangements requested would be too costly for the AFTRS;
 - 181.2. there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested;
 - 181.3. it would be impractical to change the working arrangements of other employees, or to recruit new employees, to accommodate the new working arrangements requested;
 - 181.4. the new working arrangements requested would be likely to result in a significant loss in efficiency or productivity;
 - 181.5. the new working arrangements requested would be likely to have a significant negative impact on customer service; and
 - 181.6. 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.
- 182. For First Nations employees, the AFTRS must consider connection to Country and cultural obligations in responding to requests for altering the location of work.
- 183. Approved flexible working arrangements will be reviewed by the AFTRS and the employee at an agreed review period of no greater than 12 months. This is to ensure the effectiveness of the arrangement.

Varying, pausing or terminating flexible working arrangements

184. An employee may request to vary an approved flexible working arrangement in accordance with clause 176. An employee may request to pause or terminate an approved flexible working arrangement.
185. The CEO may vary, pause or terminate an approved flexible working arrangement on reasonable business grounds, subject to clause 187.
186. The AFTRS 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.
187. Prior to the CEO varying, pausing or terminating the arrangement under clause 185, the AFTRS must have:
 - 187.1. discussed with the employee their intention to vary, pause or terminate the arrangement with the employee;
 - 187.2. 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);
 - 187.3. had regard to the consequences of the variation, pause or termination for the employee;
 - 187.4. ensured the variation, pause or termination is on reasonable business grounds; and
 - 187.5. informed the employee in writing of the variation, pause or termination to the approved flexible working arrangement, including details set out in clause 178.3.

Working from home

188. Each request to work from home or remotely will be reviewed by AFTRS and considered on a case by case basis.
189. An employee working from home is covered by the same employment conditions as an employee working at an office site under this agreement.
190. The AFTRS will provide employees with guidance on working from home safely.
191. Employees will not be required by the AFTRS 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 AFTRS will consider the circumstances of the employees and options to achieve work outcomes safely.

Ad-hoc arrangements

192. 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.
193. Employees should, where practicable, make the request in writing and provide as much notice as possible.
194. Requests for ad-hoc arrangements are not subject to the request and approval processes detailed in clauses 174 to 183

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

Altering span of hours

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

Part-time work

198. Employees engaged on a full-time basis will not be compelled to convert to part-time employment subject to clause 200.
199. Employees engaged on a part-time basis will not be compelled to convert to full-time employment.
200. Where a position which occupied by a full-time employee is converted from a full time to a part time position, the employee shall be offered part time employment in the role. If the employee wishes to remain employed on a full-time basis they shall automatically become an unattached employee and AFTRS will take reasonable action to redeploy the employee to a suitable vacant full time position at the same classification as the employee's original position. If this is not practical the employee will be declared an excess employee and the processes in clause 496 of this agreement will apply.
201. The minimum engagement for a part time employee will be no less than three hours in a day unless otherwise agreed by the employee and their manager.

Annual shutdown

202. AFTRS will close its normal operations from close of business on the last working day before Christmas, with business resuming on the first working day after New Year's Day ('Annual Shut Down').
203. Employees are entitled to be absent with pay for the working days during Annual Shut Down without deduction of annual leave or personal carer's leave credits.
204. Payment for absences on working days during Annual Shut Down will be made in accordance with an employee's usual ordinary hours of work for that day. However, where an employee would otherwise be absent on leave on that day (except annual leave or personal carer's leave), the rate of payment will be in accordance with the payment for that leave entitlement, e.g. if the employee is absent on long service leave at half pay, payment for the day will also be at half pay or if on unpaid leave, no payment will be made.

Public holidays

205. Employees are entitled to the following holidays each year as observed at their normal work location in accordance with the FW Act:
- 205.1. 1 January
 - 205.2. 26 January
 - 205.3. Good Friday and the following Monday
 - 205.4. 25 April
 - 205.5. the King's birthday holiday (on the day on which it is celebrated in NSW)
 - 205.6. 25 December
 - 205.7. 26 December
206. any other day, or part day, declared or prescribed by or under a law of NSW to be observed generally within NSW, or a region of NSW in which the employee works, 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.
207. 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.
208. The CEO 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.
209. The CEO 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.
210. Where an employee substitutes a public holiday for another day, they will not be paid penalty rates for working their ordinary hours on the public holiday.
211. 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.)
212. An employee, who is absent on a day or part day that is a public holiday in their normal work location, is entitled to be paid for the part or full day absence as if that day or part day was not a public holiday, except where that person would not normally have worked on that day.

Section 6: Leave

213. Employees are expected to submit leave applications for the approval of the CEO or delegate before absenting themselves from duty. Prior approval must always be sought for grants of recreation leave and long service leave.
214. Employees are required to apply to their manager prior to taking periods of planned leave during core time, or for shift workers, rostered hours. Core time is from 10.00am to 12 noon and from 2.00pm to 3.30pm Monday to Friday.

Recreation leave

215. Employees (other than casual employees) are entitled to 4 weeks (20 days) paid recreation leave per year of service, accruing daily, credited at least monthly. Recreation leave for part-time employees accrues on a pro-rata basis.
216. In calculating a recreation leave entitlement, employees will still accrue recreation leave whilst on leave without pay up to 22 working days in the calendar year. Recreation leave will not accrue on leave without pay in excess of 22 working days.
217. Employees may convert half of their annual recreation leave entitlement to leave at half pay within a calendar year. Annual leave credits will be deducted at half the duration when taken as half pay. An employee may apply for a greater period of their recreation leave entitlement to be converted to half pay within the same period. Applications from employees:
- 217.1. with caring responsibilities for school-aged children, the elderly or with disabilities;
 - 217.2. with chronic illnesses or diseases, or
 - 217.3. who intend to use the leave to explore opportunities for career-advancement

will be carefully considered by AFTRS and not unreasonably refused. If AFTRS believes such an application is not operationally viable, reasons will be provided to the employee in writing within 14 days of their initial application.

218. Unless approved by the CEO, recreation leave may not be taken at half pay where the employee has an excess leave balance.
219. Where recreation leave is cancelled by the AFTRS 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.
220. Employees will receive payment in lieu of any untaken annual leave upon separation from AFTRS.

Excess Leave

221. It is expected that all employees take full recreation leave to the extent to which they have credits in each year. Where an employee has accumulated more than 2 years' leave entitlement plus 1 week of recreation leave credits, the CEO may direct the employee to take up to one quarter of the employee's accumulated leave during a particular period.

Cash Out Provisions

222. When an employee has accrued more than 40 days (or the equivalent of 2 years) recreation credit and has already taken 2 weeks of recreation leave in the calendar year, they may elect to cash out recreation leave. There is no limit to the amount of recreation leave that an employee may cash out provided that the remaining accrued balance is not less than 4 weeks.
223. Each cashing out of a particular amount of recreation leave must be by a separate agreement in writing with the CEO. The employee will be paid the full amount that would have been payable to them had the employee taken the leave that the employee has cashed out.
224. This provision may only be accessed once in any calendar year.

Purchased leave

225. Employees may purchase up to 4 weeks' additional paid leave in one year. Under this clause the employee's fortnightly salary will be reduced in proportion to the amount of additional leave in a year agreed (in advance) by the employee and the relevant manager.

Personal/carer's leave

Entitlement and accrual

226. Full time employees who are employed on a fixed term contract of employment of 12 months and over or are employed on an ongoing basis will be credited with 23 days accruable personal/carer's leave credits on the date of their appointment and following each year of service
227. For a non-ongoing employee on a contract of employment of less than 12 months, the personal/carer's leave will be credited upon the employee's commencement with AFTRS. This will be 23 days leave pro-rated based on the employee's initial contract period, and is capped at 23 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.
228. Part time employees will accrue personal/carer's leave on a pro-rata basis.
229. 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
230. Leave at half pay may be approved by the CEO in exceptional circumstances.

Transitional Arrangements

231. Where an employee:
- 231.1. has, or cares for someone with, a chronic condition or other ongoing illness
 - 231.2. is recovering from surgery
 - 231.3. is pregnant
 - 231.4. is returning from parental leave or has a child commencing day care

and, as a result of the transition to daily accrual of personal/carer's leave, does not have sufficient credit to cover an absence for which they would otherwise be able to take personal/carer's leave, the CEO may advance the employee's accrual up to the 12 month anniversary when their leave would otherwise be credited.

Usage

- 232. Personal/carer's leave to be used:
 - 232.1. due to personal illness or injury
 - 232.2. to attend appointments with a registered health practitioner
 - 232.3. to manage a chronic condition
 - 232.4. to provide care or support for a family or household member or a person they have caring responsibilities for, because:
 - 232.4.1. of a personal illness or injury affecting the other person
 - 232.4.2. of an unexpected emergency affecting the other person.
 - 232.5. for one moving day per Personal/carer's leave credit year.

Carers

- 233. A person that an employee has caring responsibilities for may include a person who needs care because they:
 - 233.1. have a medical condition, including when they are in hospital
 - 233.2. have a mental illness
 - 233.3. have a disability
 - 233.4. are frail or aged
 - 233.5. a child, not limited to a child of the employee.

Evidence

- 234. Evidence may be requested:
 - 234.1. after more than 3 consecutive days
 - 234.2. after more than 8 days without evidence in a calendar year.
 - 234.3. where there is a claim for compensation (medical practitioner certificate only as per the legislation);
 - 234.4. Where there is a restriction placed on the employee's ability to perform their duties;
 - 234.5. Where the CEO has reasonable grounds for suspicion the employee has abused basic leave entitlements.
- 235. Acceptable evidence includes:
 - 235.1. a certificate from a registered health practitioner

235.2. a statutory declaration

235.3. another form of evidence approved by the CEO.

Medical Examination

236. Where, following a period of absence owing to illness, the CEO or delegate considers an employee may not be fit to resume duty, or where there is reason for the CEO or delegate to believe that the employee's state of health renders them a danger to fellow employees, the CEO or delegate may require the employee to undergo a medical examination by a medical practitioner approved by the CEO.

237. On receipt of a medical report in respect of such an examination the CEO or delegate may require the employee to be absent from duty for a specified period where the medical report indicates the desirability of such action.

238. Where:

238.1. an employee has been absent due to illness for 4 weeks and is likely to be absent for more than 13 weeks, or

238.2. it appears that an employee's absence will be indefinite, and it is unclear whether the employee will be able to return to their former position; or

238.3. an employee was expected to fully recover after an extended absence, but their condition has deteriorated and they have not returned to duty as anticipated, or

238.4. an employee has been absent for a period of 13 weeks, or

238.5. to assess whether a medical condition is contributing to poor work performance,

239. The AFTRS may nominate a medical practitioner to examine the employee and, depending upon the results of that medical examination, the AFTRS may either grant the employee further sick leave or direct that the employee returns to work.

Personal/Carer's Leave and Invalidity Retirement

240. The retirement of an employee on the grounds of invalidity shall not, except with the consent of the employee, be effected earlier than the date on which the employee's credit of paid personal/carers' leave is exhausted except as otherwise required by legislation. In no case shall they be entitled to personal/carers' leave extending beyond the day immediately preceding their retirement.

Leave without pay

241. Leave that may be sought under this clause includes leave without pay to engage in outside employment or for other special purposes. All applications for leave under this provision will be responded to in writing and, if not approved, reasons will be provided.

242. Where leave without pay is granted to an employee such a period of leave will not be counted as service for the purpose of leave accrual, unless required by legislation, or salary incremental progression.

Re-crediting of leave

243. When an employee is on:
- 243.1. Recreation leave;
 - 243.2. purchased leave;
 - 243.3. defence reservist leave;
 - 243.4. First Nations ceremonial leave;
 - 243.5. NAIDOC leave;
 - 243.6. cultural leave; or
 - 243.7. long service leave; and
- becomes eligible for, under legislation or this agreement:
- 243.8. personal/carer's leave;
 - 243.9. compassionate or bereavement leave;
 - 243.10. jury duty;
 - 243.11. emergency services leave;
 - 243.12. leave to attend to family and domestic violence circumstances; or
 - 243.13. parental leave, premature birth leave, stillbirth leave or pregnancy loss leave;
- the affected period of leave will be re-credited.
244. 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.
245. Re-crediting is subject to appropriate evidence of eligibility for the substituted leave.

Long service leave

246. An employee is eligible for long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.
247. 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 243 of this agreement.

Miscellaneous leave

248. The CEO may approve leave, either with or without pay, in addition to specific leave entitlements contained in this Agreement, or in circumstances not provided for elsewhere in this Agreement. Further information is available in AFTRS Leave Policy.
249. The CEO will have regard to operational requirements and depending on the circumstances may require the employee to provide reasonable evidence of the need and/or desirability of the leave requested.
250. Leave may be at full pay, part pay, or without pay, at the discretion of the CEO, who will decide if the leave counts as service and for what purposes.

251. If the CEO refuses a request for miscellaneous leave, they will provide the employee with written advice of their reasons for the refusal.
252. The CEO will approve miscellaneous leave for casual employees to provide for family and domestic violence leave as per clause 350.

Cultural, ceremonial and NAIDOC leave

NAIDOC leave

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

First Nations ceremonial leave

255. 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.
256. The CEO may approve additional leave for cultural or ceremonial purposes as miscellaneous leave, with or without pay.
257. First Nations ceremonial Leave can be taken as part days.
258. First Nations ceremonial leave is in addition to compassionate and bereavement leave.

Cultural leave

259. The CEO may grant up to 3 days of paid leave per calendar year for the purpose of attending significant religious or cultural obligations associated with the employees' particular faith or culture.
260. The CEO may approve additional leave for cultural purposes as miscellaneous leave, with or without pay.
261. Cultural leave can be taken as part days.
262. For the avoidance of doubt, this leave does not cover cultural purposes or obligations which are eligible for paid leave under clauses 255 to 258.

Parental leave

263. A primary caregiver, secondary caregiver and ML Act is defined in the definitions section.
264. 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.
265. 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.

266. 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

267. An employee is entitled to parental leave with pay as per clauses 264 to 265 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.

268. Employees newly engaged in the AFTRS or who have moved to the AFTRS from an APS agency are eligible for the paid parental leave in clauses 264 to 265 where such paid leave had not already been provided by an APS agency or Commonwealth employer in the 24 months since the child’s date of birth or placement. If the paid leave used by the employee with the previous Commonwealth employer or APS agency is less than the limits specified in clauses 264 to 265, the balance is available to the employee.

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

Table 2: Primary caregivers - circumstances for paid parental leave

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

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

Table 3: Secondary caregivers - circumstances for paid parental leave

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

Period which coincides with the parental leave period for the secondary caregiver	Parental Leave with pay under this agreement
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

271. **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.
272. **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.
273. **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

274. 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:
- 274.1. is under 16 as at the day (or expected day) of placement;
 - 274.2. 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
 - 274.3. is not (otherwise than because of the adoption) a child of the employee or the employee's spouse or de facto partner.
275. 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

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

Pregnancy loss leave

278. 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.

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

Premature birth leave

280. 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

281. 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 280 until after the legislated paid maternity leave is used.

Compassionate leave

282. Employees will be eligible for 3 days paid compassionate leave on each occasion when:

282.1. 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

282.2. the employee or their partner has a miscarriage.

283. An employee may be asked to provide evidence to support their absences on compassionate leave.

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

285. For casual employees, compassionate leave is unpaid.

Bereavement leave

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

286.1. a member of their family (including a member of their household) or someone they had a close personal relationship with dies; or

286.2. a child is stillborn, where the child was a member of their family (including a member of their household).

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

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

289. For casual employees, bereavement leave is unpaid.

Emergency response leave

290. 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:
- 290.1. the time engaged in the activity;
 - 290.2. reasonable travelling time; and
 - 290.3. reasonable recovery time.
291. Full-time and part-time employees will be able to access 20 working days of paid emergency response leave at full pay per year if required. The CEO may provide additional emergency response leave with pay.
292. Paid leave may be refused where the employee's role is essential to the AFTRS' response to the emergency.
293. 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.
294. The CEO may approve reasonable paid or unpaid leave for ceremonial duties and training.
295. Emergency response leave, with or without pay, will count as service.

Jury duty

296. 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.
297. Full and part-time employees will be released from duty on full pay. Payment for casuals will be as per the relevant state legislation.
298. The employee is required to inform their manager before they are released from duty and provide evidence of the need to attend.
299. 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 AFTRS for the period of absence. This will be administered in accordance with the overpayments clause.

Volunteer leave

300. AFTRS may grant a reasonable amount of leave without pay to undertake other community volunteering for organisations registered with Volunteering Australia.
301. Community service work **must not**:
- 301.1. involve any payment in cash or kind to the employee for work performed (with the exception of Jury Service);
 - 301.2. replace a paid worker;
 - 301.3. generally be undertaken solely for direct personal benefit;
 - 301.4. be work which does not have a community focus;
 - 301.5. present a conflict of interest for the AFTRS, or
 - 301.6. be primarily focused on promoting particular religious or political views.
302. The amount of community service leave that will be granted will be subject to the operational requirements of the employee's workplace.

Defence reservist leave

303. The CEO will give an employee leave with or without pay to undertake:
- 303.1. Australian Defence Force (ADF) Reserve and continuous full-time service (CFTS); and
 - 303.2. Australian Defence Force Cadet obligations.
304. An employee who is a Defence Reservist can take leave with pay for:
- 304.1. up to 4 weeks (20 days) in each financial year (pro-rata for part-time employees); and
 - 304.2. an extra 2 weeks (10 days) in the first year of ADF Reserve service (pro-rata for part-time employees).
305. Leave can be built up and taken over 2 consecutive years. This includes the extra 2 weeks in the first year of service.
306. 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:
- 306.1. Australian Navy Cadets;
 - 306.2. Australian Army Cadets; and
 - 306.3. Australian Air Force Cadets.
307. In addition to the entitlement at clause 304, 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.
308. Paid defence reservist leave counts for service.
309. Unpaid defence reservist leave for 6 months or less counts as service for all purposes. This includes periods of CFTS.
310. Unpaid leave taken over 6 months counts as service, except for annual leave.
311. An employee will not need to pay their tax free ADF Reserve salary to their agency for any reason.

Defence service sick leave

312. 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:
- 312.1. warlike service; or
 - 312.2. non-warlike service.
313. An eligible employee can get 2 types of credits:
- 313.1. 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:
 - 313.1.1. they start employment with the AFTRS; or
 - 313.1.2. DVA certifies the condition; and
 - 313.2. an annual credit of 3 weeks (15 days) defence service sick leave (pro-rata for part-time employees).
314. 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.
315. Unused annual credits can be built up to 9 weeks.
316. An employee cannot use annual credits until the initial credit is exhausted.
317. Defence service sick leave is paid and counts as service for all purposes.

Leave to attend proceedings

318. 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.
319. An employee who is not covered under clause 318 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 AFTRS.
320. An employee may otherwise be granted paid or unpaid miscellaneous leave by the CEO 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.
321. The CEO 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.

Extended Unauthorised Absence

322. When an employee is absent from duty without permission or notifying AFTRS, the CEO or delegate, or the Human Resources team may contact that employee at their last known contact details to ensure their safety.
323. When an employee is absent from duty without permission for more than 5 working days, the CEO may send registered correspondence to the employee at the employee's address last known to the CEO, a notice informing them that unless they:
- 323.1. return to duty immediately, or
 - 323.2. explain their absence to the satisfaction of the CEO and seek permission for any further period of absence that may be necessary having regard to that explanation,
- they will be considered to have abandoned their employment. Their employment with AFTRS will be terminated upon the expiration of the relevant notice period applicable under the FW Act commencing from the date of the employee's last attendance at work or last date of authorised absence.

Section 7: Employee support and workplace culture

Blood donation

324. 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.
325. The employee must discuss with their manager in advance of when they plan to be away from work before donating blood, plasma or platelets. Approval will be based on operational requirements.

Vaccinations

326. The AFTRS will offer annual influenza vaccinations to all employees at no cost.
327. Where the AFTRS 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

328. Employees, their spouses or 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 AFTRS and will be accessible on paid time.

Safe workplaces

Work Health and Safety

329. AFTRS is covered by the *Work Health and Safety Act 2011 (Cth)* and associated regulations. AFTRS is committed to achieving and maintaining a healthy and safe working environment and abiding by all relevant occupational health and safety legislation. Further information is available in the AFTRS WHS Policy and the AFTRS Rehabilitation Management Handbook.

Compensation for employment related illness and injuries

330. AFTRS is covered by the *Safety, Rehabilitation and Compensation Act 1988 (Cth)*. Any employee who considers that they have a claim for compensation should immediately contact the Human Resources team.

Compensation for loss of or damage to clothing or personal property

331. AFTRS will compensate an employee for damage sustained to personal property to a maximum of \$100 where such damage is sustained:

- 331.1. Due to the negligence of AFTRS, another employee, or a student, in the execution of their duties; or
- 331.2. By a defect in the AFTRS' materials or equipment; or
- 331.3. Where an employee has protected or attempted to protect AFTRS' property from loss or damage

Eyesight and Hearing Tests

- 332. AFTRS will make available free eyesight testing every 2 years or as requested by employees who are required to use screen-based equipment for detailed work. If the eye testing identifies a requirement for corrective eyewear, including frames, AFTRS will make a contribution towards covering costs. The level of contribution is determined by the AFTRS Eyesight Testing Policy as varied from time to time.
- 333. AFTRS will provide free hearing tests to employees in nominated work areas.

Personal Protective Equipment

- 334. Employees will be provided with protective clothing where those are required at no cost. AFTRS will meet the cost of laundering protective clothing.
- 335. Upon leaving employment at AFTRS, an employee who fails to return PPE provided to them and who does not provide a satisfactory reason to the CEO or delegate for failure to return the items, will be required to meet the cost of replacement.

Health and Fitness

- 336. AFTRS employees (not including temporary employees) may access 1 day of paid leave each financial year, subject to operational requirements for purposes directly related to maintaining or improving their health, fitness and wellbeing.
- 337. On the first payday in June each year, employees who have not accessed this leave will be paid an amount of \$378.42 in recognition of expenses that directly relate to maintaining or improving their health, fitness or wellbeing. Payment will not be made to employees who do not receive another form of salary during that pay period.
- 338. This allowance will increase in line with general wage increases in this agreement.

Respect at work

Principles

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

341. The AFTRS 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

342. The AFTRS will provide support for employees affected by family and domestic violence, depending on the employee's circumstances.
343. The AFTRS recognises that a holistic approach should be taken to support the employee, appropriate for the employee's individual circumstances.
344. Family and domestic violence support, including paid leave, are available to all employees covered by this agreement.
345. 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:
- 345.1. illness or injury affecting the employee resulting from family and domestic violence;
 - 345.2. 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;
 - 345.3. 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;
 - 345.4. making arrangements for the employee's safety, or the safety of a close relative;
 - 345.5. accessing alternative accommodation;
 - 345.6. accessing police services;
 - 345.7. attending court hearings;
 - 345.8. attending counselling; and
 - 345.9. attending appointments with medical, financial or legal professionals.
346. 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.
347. 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.
348. These family and domestic violence support clauses do not reduce an employee's entitlement to family and domestic violence leave under the NES.
349. 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.
350. 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.
351. Evidence may be requested to support the AFTRS 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 AFTRS will require, unless the employee chooses to provide another form of evidence.
352. 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.

353. The AFTRS will take all reasonable measures to treat information relating to family and domestic violence confidentially. The AFTRS will adopt a 'needs to know' approach regarding communication of an employee's experience of family and domestic violence, subject to steps the AFTRS may need to take to ensure the safety of the employee, other employees or persons, or mandatory reporting requirements.
354. Where the AFTRS needs to disclose confidential information for purposes identified in clause 353, where it is possible the AFTRS will seek the employee's consent and take practical steps to minimise any associated safety risks for the employee and/or privacy breaches.
355. The AFTRS 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.
356. 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.
357. The AFTRS 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.
358. Further information about leave and other support available to employees affected by family and domestic violence may be found in AFTRS Family and Domestic Violence policy.

Integrity & Transparency

359. The AFTRS understands that procedural fairness is essential in building and maintaining trust with employees, and that it requires fair and impartial processes for employees affected by AFTRS decisions.
360. Employees are to give advice that is frank, honest, timely and based on the best available evidence. 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 AFTRS Code of Conduct.

First Nations Cultural Competency Training

361. The CEO will take reasonable steps to ensure all substantive, ongoing AFTRS 8 and Academic 3 employees employed at the commencement of this agreement or any new substantive, ongoing AFTRS 8 and Academic 3 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.
362. Any new substantive, ongoing AFTRS 8 and Academic 3 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

363. Reasonable paid time during work hours will be provided for lactation breaks for breastfeeding, expressing milk and other associated activities.

364. The AFTRS will provide access to appropriate facilities for the purpose of breastfeeding or expressing milk, subject to clause 365. In considering whether a space is appropriate, an agency should consider whether:
- 364.1. there is access to refrigeration;
 - 364.2. the space is lockable; and
 - 364.3. there are facilities needed for expressing, such as appropriate seating.
365. Where it is not practicable for an AFTRS site to have a designated space, a flexible approach will be taken so that the employee can access the support required.
366. The AFTRS will facilitate discussion between individual employees and their managers about accommodating the employee's lactation needs and practical arrangements to meet these needs.
367. The manager and employee shall discuss any flexible working arrangements that may be needed to support lactation. This may include consideration of arrangements such as working from home and/or remote working or varying work hours on an ad-hoc or regular basis. Wherever possible, requests by an employee will be accommodated, noting these needs may be changed over time.
368. Further information is available in policy.

Disaster support

369. 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 CEO will consider flexible working arrangements to assist the employee to perform their work.
370. Where flexible working arrangements are not appropriate, the CEO 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.
371. In considering what period of leave is appropriate, the CEO 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

Performance Planning Framework

- 372. Employees must participate in AFTRS performance planning cycles and maintain a current performance agreement.
- 373. The development of individual performance agreements is the joint responsibility of the employee and the manager with a purpose of:
 - 373.1. Reflecting on achievements and lessons learned;
 - 373.2. Developing appropriate goals and key performance indicators that align to the employee's classification and accountabilities;
 - 373.3. Ensuring oversight of and any necessary adjustments to workloads;
 - 373.4. Identifying relevant opportunities to extend and develop the employee's skills and capability; and
 - 373.5. Providing regular feedback on how employees are progressing against their goals, KPIs and expected standards.
- 374. Employees must have a current performance agreement in place, to be eligible for salary advancement.

Improving Performance

- 375. Managers are expected to demonstrate a commitment and willingness to proactively manage any underperformance of their employees and to promptly address problems when they arise.
- 376. Following normal counselling, when a manager makes an assessment that an employee is not performing to a satisfactory standard a performance improvement process will be initiated.
- 377. The AFTRS will work with the employee and their manager to provide an opportunity for the affected employee to attain and sustain the standards required.
- 378. A Performance Improvement Plan will be developed in writing which sets out:
 - 378.1. performance areas of concern
 - 378.2. what the employee needs to do to improve their performance to the required standard
 - 378.3. strategies for improving performance
 - 378.4. available supports
 - 378.5. An agreed review timeframe. If a timeframe cannot be agreed, a minimum of 3 months will apply.
 - 378.6. Next steps if the employees' performance does not improve.
- 379. Where following the performance improvement process, the employee's work performance improves to the required standard, no further action will be taken.
- 380. Where following the performance improvement process, the employee does not attain and sustain the expected standards, the CEO or delegate may issue a notice to terminate their employment, unless the employee can show cause why the action should not proceed. The employee has 7 days in which to respond in writing.
- 381. The CEO or delegate shall then decide whether to:
 - 381.1. Issue a notice of termination

- 381.2. Reassign duties with or without reduction in salary
- 381.3. Withhold payment of an increment, or
- 381.4. Take some other action
- 382. If the employee's performance is identified as unsatisfactory within a 12-month period of this decision the following process will apply:
 - 382.1. The employee will be issued with a formal written warning.
 - 382.2. AFTRS will work with the manager and the employee to develop a revised performance improvement plan with a maximum review period of 1 month unless the CEO or delegate determines that extenuating circumstances warrant an extended review period.
 - 382.3. Where following the performance improvement process, the employee's work performance improves to the required standard no further action will be taken.
 - 382.4. Where following the performance improvement process the employee does not meet the required standard, the AFTRS may terminate their employment. The only avenue of review for employees against termination of employment for any reason is to be through clause 400 of this Agreement.

Discipline

Serious Misconduct

- 383. Serious misconduct involves a serious or repeated breach of the Code of Conduct as set out in this Agreement. (Misconduct not falling within this category will initially be managed through normal performance counselling processes, but may be escalated)
- 384. Allegations should be reported to a manager, Divisional Director, the Director, People & Culture or the CEO. Allegations should be in writing.
- 385. The CEO may decide not to investigate the allegation/s if it is, in their opinion, frivolous or vexatious.
- 386. Subject to clause 385 of this Agreement the CEO shall appoint a suitable and unbiased person to investigate the allegation/s and report to them in an appropriate form.
- 387. The following will apply:
 - 387.1. Procedural fairness will apply to all parties to the complaint.
 - 387.2. The investigation will be conducted in a confidential manner.
 - 387.3. All parties to the complaint will have the right to elect to be accompanied by a representative of their choice.
 - 387.4. Consideration will be given to the application of First Nations culturally based dispute mechanisms.
 - 387.5. The allegation/s will be dealt with expeditiously.
 - 387.6. Employees alleging breaches of the Code of Conduct will be protected from victimisation and discrimination in their employment.
- 388. The CEO will make a finding regarding the allegation/s of serious misconduct and decide on any action to be taken, including any sanctions to be applied, having regard to the content of the report and any other material submitted. In determining whether serious misconduct has occurred the balance of probabilities will apply and, as far as possible, privacy will be observed. Sanctions may range from counselling the employee to termination of employment.
- 389. The CEO will advise the subject of the allegation/s in writing of their finding and any sanctions to be imposed. The subject of the allegation/s will have 7 days to show cause to the CEO why this action should not be taken.

390. If the employee offers their resignation, or retires, with immediate effect during this process the proceedings shall cease.
391. The only avenue of review for employees against termination of employment for any reason is through clause 400 of this Agreement.

Conviction by Courts

392. Where an employee is charged with having committed any criminal offence the CEO may suspend the employee with pay subject to clause 399 of this Agreement.
393. If the employee is convicted of an offence the CEO may initiate Misconduct procedures. In exercising their power and imposing sanctions the CEO may have regard to the conviction or finding, the nature and seriousness of the offence the circumstances under which the offence was committed, and what action has been taken against the employee.
394. The only avenue of review for employees against termination of employment under this agreement for any reason is through clause 400 of this Agreement.

Suspension of Employees

395. The CEO may, subject to clause 399 of this Agreement, suspend an employee with pay where the CEO is of the opinion that the employee continuing to perform their current duties would be prejudicial to:
- 395.1. the effective operation of AFTRS;
 - 395.2. the interests of the public, or
 - 395.3. until a final determination is made in relation to misconduct.
396. The employee shall be advised in writing of the suspension and final determination.
397. Employees who have been suspended with pay may not engage in employment outside AFTRS during the suspension unless authorised in accordance with clause 51.
398. Suspended employees will be given reasonable access to AFTRS for preparation of their response to the allegation and to collect personal property.
399. Where an employee is imprisoned by reason of having been convicted of an offence, the CEO may determine they are suspended without pay. This period will not count as service for any purpose.

Termination of Employment

400. The sole and exhaustive rights and remedies of an employee in relation to termination of employment are:
- 400.1. Under Part 3.2 of Chapter 3 and Part 6.4 of Chapter 6 of the *FW Act*;
 - 400.2. under other Commonwealth laws (including the Constitution), and
 - 400.3. at common law.
401. Termination of, or a decision to terminate, employment cannot be reviewed under the AFTRS Grievance Procedure.
402. Nothing in this Agreement prevents the CEO from terminating the employment of an employee for serious misconduct, without further notice or payment in lieu, in accordance with section 123 of the *FW Act* subject to compliance with the procedures established by the CEO for determining whether an employee has breached the Misconduct provisions of this Agreement.

Workloads

403. The AFTRS 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.
404. When determining workloads for an employee or group of employees, the AFTRS will consider the need for employees to strike a balance between their work and personal life.
405. Where an employee or group of employees raise that they have experienced significant workload pressures over a prolonged period of time, the AFTRS 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.
406. Academic Workload
- 406.1. The Academic Workload model as outlined in AFTRS Academic Workload Policy allocates hours against duties required of an Academic position and is allocated across three broad categories:
- 406.1.1. Teaching and training
 - 406.1.2. Administration
 - 406.1.3. Industry, Strategic Project, Research and Community
- 406.2. An academic employee who believes that the workload assigned to them by their manager is inconsistent with the terms of the AFTRS Academic Workload Policy should in the first instance, discuss the matter with their manager to seek a variation in their workload allocation in their performance planning conversation. If this does not lead to a resolution of their concern, they may seek a review by their Divisional Director. The grounds for seeking redress may include that work allocated is:
- 406.2.1. Inequitable; or
 - 406.2.2. Unreasonable; or
 - 406.2.3. Unbalanced.

Study assistance

407. Where an employee undertakes formal studies relevant to the needs of AFTRS, the CEO or delegate may approve study leave.
408. Applications will be considered on a case-by-case basis and decisions will have regard to:
- 408.1. The value of the study to AFTRS
 - 408.2. The availability of resources
 - 408.3. Operational priorities and efficiency
 - 408.4. Equity across AFTRS
409. The CEO or their delegate may approve the inclusion of study leave in an Academic employee's workload as part of their allocation for 'Industry, Strategic Project, Research and Community' (clause 406.1.3).

Learning and development

Professional Development

410. The AFTRS is committed to the professional learning of employees and will support learning through a range of programs. Learning opportunities will take into consideration role, business and operational needs.

411. Subject to operational efficiency and available places employees may attend AFTRS lectures, seminars etc at no cost to the employee, provided their manager determines it is a professional development activity.
412. All employees engaged to be employed for a period exceeding 12 months shall be eligible to up to 2 weeks of non-accruable paid leave during the life of this agreement for the purpose of undertaking professional development. Related fees will not be paid by AFTRS
413. The grant of leave under this section is subject to:
- 413.1. prior written application to the CEO or delegate,
 - 413.2. the CEO or delegate being satisfied as to the professional development activity being undertaken
 - 413.3. operational considerations and timing

Research Opportunities

414. Where research opportunities, as defined in the AFTRS Research Strategy, are of direct benefit to AFTRS, the employee may apply to the CEO for paid leave to pursue them.
415. Where research opportunities may be proposed that are outside of any specifically identified strategy, the employee may still apply to the CEO for paid leave to pursue them. Approval will be subject to the CEO being satisfied as to the relevance to the AFTRS or industry and the timing of leave will be subject to operational considerations. Professional Development Leave may be accessed for research opportunities.

Career Transition Program

416. AFTRS acknowledges its responsibility to assist employees, especially those on fixed term contracts in the last year of their contract, in returning to industry or an alternate career. This may involve resume and/or interview training, financial counselling, advertisements, opportunities to speak at conferences.
417. Fixed term employees who are leaving AFTRS employment following a minimum of 6 years engagement as an employee will be entitled to have costs for the service outlined in this clause, or similar services relating to career transition, reimbursed on provision of a receipt or paid directly by AFTRS to a maximum of \$4000 per employee.

Industry Development Leave

418. The purpose of this provision is to encourage and enable employees (not including casuals) to maintain their contact with and take an active interest in industries.
419. For the life of this agreement each employee will be entitled to 1 day of leave each calendar year to engage in Industry related activities.
420. Should an employee not access this leave they will receive a payment of \$378.42 on the payday prior to the annual shutdown to contribute to the cost of Industry related, out of hours activities. Payment will not be made to employees not receiving another form of salary during that pay period.
421. This allowance will increase in line with general wage increases at sub-clauses 18.2 and 18.3 in this agreement.

Professional qualifications

422. AFTRS will pay Professional Association (or equivalent) membership fees for each employee subject to the following:

422.1. a payment limited to one membership of \$550 per employee per financial year will apply.

422.2. The association (or equivalent including licensing fees and international memberships) must be related, but not necessarily be essential, to the employee's duties at the AFTRS.

Section 9: Travel and location-based conditions

Travel

Travelling Allowance while on Official Duty

423. When employees are required to travel on official duty and required to be absent overnight from their home they will be entitled to the following:
- 423.1. The AFTRS will pay for accommodation costs within the Reasonable Allowances Amounts issued by the Australian Taxation Office in Taxation Rulings from time to time.
 - 423.2. Meals and Incidentals allowances will be paid in accordance with the Reasonable Allowances Amounts issued by the Australian Taxation Office in Taxation Rulings from time to time. Further information is available in the AFTRS Travel Policy.
424. Travel allowances will not apply for travel to and from Sydney by employees with flexible work arrangements to reside outside of Greater Sydney unless approved by the CEO.
425. AFTRS undertakes to pay eligible employees part day travel allowance as per Schedule F.6.2 of the Award.

Excess Fares

426. Employees may be eligible for reimbursement of excess fares incurred when on duty temporarily away from the AFTRS, but not involving overnight absences.
427. Employees may be reimbursed additional costs incurred when they are required to attend a location other than AFTRS on behalf of the AFTRS, whether they use public or private transport. Where public transport is used, payment of excess fares is determined according to whichever means of public transport follows the most direct route and is the cheapest.
428. If it is agreed between the employee and manager prior to the travel being undertaken that it is more appropriate for the employee to use their own vehicle, reimbursement will be at the agreed rate for motor vehicle allowance.
429. If employees use private transport and public transport is not available, the following calculations should be used.
430. Motor vehicle allowance at the appropriate rate may be paid less the normal cost of travel to the AFTRS.
431. The cost of taxis or approved ride shares may be reimbursed if it is more economical than the normal cost of public transport.

Relocation assistance

432. Where an employee is required to relocate on engagement with AFTRS, financial relocation assistance may be considered by the CEO or their delegate.

Section 10: Consultation, representation and dispute resolution

Consultation

Principles

433. 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.
434. AFTRS recognises:
- 434.1. the importance of inclusive and respectful consultative arrangements;
 - 434.2. employees and the relevant union(s) should have a genuine opportunity to influence decisions;
 - 434.3. the nature and extent of consultation will vary depending on the proposed change and the likely impact on employees.
 - 434.4. consultation with employees and relevant unions(s) on workplace matters that significantly affect or materially impact them is sound management practice; and
 - 434.5. the benefits of employee and union involvement and the right of employees to be represented by their union.
 - 434.6. The consultation process may be altered in response to First Nations governance, corporate governance or legislative requirements.
435. Genuine and effective consultation involves:
- 435.1. providing employees and the relevant union(s) with a genuine opportunity to influence the decision prior to a decision being made;
 - 435.2. providing all relevant information to employees and the relevant union(s) in a timely manner to support consideration of the issues;
 - 435.3. considering feedback from employees and the relevant union(s) in the decision-making process; and
 - 435.4. 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

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

437. The AFTRS, 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 AFTRS. 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

438. This clause applies if the AFTRS:
- 438.1. 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
 - 438.2. proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Representation

439. 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.
440. The AFTRS must recognise the representative if:
- 440.1. a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - 440.2. the employee or employees advise the employer of the identity of the representative.

Major change

441. In this clause, a major change is **likely to have a significant effect on employees** if it results in, for example:
- 441.1. the termination of the employment of employees; or
 - 441.2. major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - 441.3. the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - 441.4. the alteration of hours of work; or
 - 441.5. the need to retrain employees; or
 - 441.6. the need to relocate employees to another workplace; or
 - 441.7. the restructuring of jobs.
442. The following additional consultation requirements in clause 443 to 449 apply to a proposal to introduce a major change referred to in 436.3.
443. Consultation with employees and the relevant union(s) and/or recognised representatives will occur prior to a decision being made, subject to clause 437.
444. Where practicable, an AFTRS 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.

445. The AFTRS must notify employees and relevant union(s) and/or recognised representatives of the proposal to introduce the major change as soon as practicable.
446. As soon as practicable after proposing the change, or notifying of the change in circumstances described at clause 437, the AFTRS must:
- 446.1. discuss with affected employees and relevant union(s) and/or other recognised representatives:
 - 446.1.1. the proposed change;
 - 446.1.2. the effect the proposed change is likely to have on the employees; and
 - 446.1.3. proposed measures to avert or mitigate the adverse effect of the proposed change on the employees; and
 - 446.2. for the purposes of the discussion – provide, in writing, to employees and the relevant union(s) and/or other recognised representatives:
 - 446.2.1. all relevant information about the proposed change, including the nature of the change proposed; and
 - 446.2.2. information about the expected effects of the proposed change on the employees; and
 - 446.2.3. any other matters likely to affect the employees.
447. The AFTRS 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.
448. However, the AFTRS is not required to disclose confidential or commercially sensitive information to employees and the relevant union(s) and/or other recognised representatives.
449. 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 AFTRS, the requirements set out in clauses 443 to 448 are taken not to apply.

Change to regular roster or ordinary hours of work

450. The following additional consultation requirements in clause 451 to 453 apply to a proposal to introduce a change referred to in clause 436.5.
451. The AFTRS must notify affected employees and the relevant union(s) and/or other recognised representatives of the proposed change.
452. As soon as practicable after proposing to introduce the change, the AFTRS must:
- 452.1. discuss with employees and the relevant union(s) and/or other recognised representatives:
 - 452.1.1. the proposed introduction of the change; and
 - 452.2. for the purposes of the discussion – provide to the employees and relevant union(s) and/or other recognised representatives:
 - 452.2.1. all relevant information about the proposed change, including the nature of the proposed change; and
 - 452.2.2. information about what the employer reasonably believes will be the effects of the proposed change on the employees; and
 - 452.2.3. information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - 452.3. 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 AFTRS is not required to disclose

confidential or commercially sensitive information to the relevant employees and the relevant union(s) and/or other recognised representatives.

453. The AFTRS 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

454. 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.

AFTRS consultative committee

455. AFTRS is committed to consulting with employees about the implementation of this Agreement and issues affecting their entitlements and conditions of employment through meetings, the Intranet and via the Consultative Committee.
456. AFTRS will have a Consultative Committee that is the consultative forum for management to consult with employees, on employment related matters and the implementation of this Agreement.
457. The Consultative Committee comprises:
- 457.1. up to 5 members of staff (including a minimum of one NTEU member and one CPSU member) elected by staff, and
 - 457.2. up to an equivalent number of Executives or staff nominated by the AFTRS Executive.
458. The Committee reports to the AFTRS Executive.
459. It shall meet at least four times each calendar year provided there are sufficient staff representatives. Any member of the Consultative Committee can request an extraordinary meeting.
460. The Consultative Committee will maintain agreed Terms of Reference. Where required, amendments will be agreed by the CEO and Consultative Committee.

Dispute resolution

461. If a dispute relates to:
- 461.1. a matter arising under the agreement; or
 - 461.2. the National Employment Standards;
- this term sets out procedures to settle the dispute.
462. An employee or union who is covered by this agreement may initiate and/or be a party to a dispute under this term.
463. 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.
464. 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.

465. 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 464 have been taken, a party to the dispute may refer the dispute to the FWC.
466. The FWC may deal with the dispute in 2 stages:
- 466.1. the FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - 466.2. if the FWC is unable to resolve the dispute at the first stage, the FWC may then:
 - 466.2.1. arbitrate the dispute; and
 - 466.2.2. make a determination that is binding on the parties.

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

467. While the parties are attempting to resolve the dispute using the procedures in this term:
- 467.1. an employee must continue to perform their work as they would normally in accordance with established custom and practice at the AFTRS that existed immediately prior to the dispute arising unless they have a reasonable concern about an imminent risk to their health or safety; and
 - 467.2. subject to sub-clause 467.1 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:
 - 467.2.1. the work is not safe; or
 - 467.2.2. applicable work health and safety legislation would not permit the work to be performed; or
 - 467.2.3. the work is not appropriate for the employee to perform; or
 - 467.2.4. there are other reasonable grounds for the employee to refuse to comply with the direction.
468. The parties to the dispute agree to be bound by a decision made by the FWC in accordance with this term.
469. Any disputes arising under the *AFTRS Enterprise Agreement 2017* as maintained by *Australian Film, Television and Radio School Non-SES Employees Amendment Determination 2023* or the National Employment Standards that were formally notified under clause 19.4c 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

470. Where the provisions of clauses 461-465 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 463, or employee required to provide evidence, will be granted paid time to attend dispute resolution processes and proceedings in the FWC arising from referral of the matter in clause 465.

Delegates' rights

471. AFTRS recognises:
- 471.1. the role of unions in the workplace
 - 471.2. the right for employees to belong to a union will be respected, as will the right for employees not to belong to a union.
 - 471.3. 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 AFTRS.
472. The role of union delegates is to be respected and supported.
473. The AFTRS and union delegates will work together respectfully and collaboratively.
474. The AFTRS respects the role of union delegates to:
- 474.1. provide information, consult with and seek feedback from employees in the workplace on workplace matters;
 - 474.2. consult with other delegates and other union officials, and get advice and assistance from union officials;
 - 474.3. represent the interests of members to the employer and industrial tribunals; and
 - 474.4. represent members at relevant union forums, consultative committees or bargaining.
475. The AFTRS 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.
476. 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.
477. To support the role of union delegates, the AFTRS will, subject to legislative and operational requirements, including privacy and security requirements:
- 477.1. provide union delegates with reasonable access to AFTRS facilities and resources, including for paid or unpaid meetings between employees and their unions and to communicate with union officials;
 - 477.2. advise union delegates and other union officials of the AFTRS facilities and resources available for their use, which may include telephone, photocopying, internet, and email;
 - 477.3. allow reasonable official union communication appropriate to the AFTRS 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 communication does not include an AFTRS vetoing reasonable communications
 - 477.4. provide access to new employees as part of induction; and
 - 477.5. provide reasonable access to union delegates to attend appropriate paid time training in workplace relations matters, during normal working hours.
478. Where AFTRS employees are elected as officials of a trade union or professional association, they are not required to seek permission from AFTRS before speaking publicly in that capacity, subject to the AFTRS Code of Conduct and legislative requirements.

Employee representational rights

479. AFTRs recognises that employees may, in matters concerning their employment, choose to have a representative of their choice to support or represent them. A representative requested by an employee to act in this capacity may include an elected representative, a workplace delegate, a support worker, a family member or a work colleague. The AFTRs and the employee's nominated representative will deal with each other in good faith.

Section 11: Separation and retention

Resignation

480. An employee may resign from their employment by giving the CEO the following notice periods:

Academic 3/AFTRS 8 equivalent and above	8 weeks
Academic 2/AFTRS 7 equivalent	4 weeks
All other employees	3 weeks
Temporary employees	1 week

481. At the instigation of the CEO, 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.

482. The CEO has the discretion to agree to a shorter period of notice or waive the requirement to give notice.

483. If the employee fails to give the required notice, or to negotiate a waiver of notice, AFTRS may withhold from any monies due to the employee on termination under this Agreement, an amount not exceeding the amount the employee would have been paid under this Agreement in respect of the period of notice required under this provision less any period of notice actually given by the employee.

Payment on death of an employee

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

Redeployment, retraining, redundancy

Redeployment and Retirement on the Grounds of Ill-health

485. Where the mental or physical condition of an employee as certified by a medical practitioner chosen by the CEO or delegate is such that the employee can no longer discharge the inherent requirements of their position satisfactorily and it is medically certified they will be unable to resume their duties, the CEO or their delegate may:

485.1. continue the employment of the employee in another position without change in salary;

485.2. redeploy the employee to a position with a lower salary level, or

- 485.3. retire the employee, consistent with the requirements of the relevant superannuation legislation, with whatever superannuation benefits the employee is entitled to receive.
486. Where an employee has consented to action being taken under this clause, a notice given to the employee by the CEO for the purpose of that action takes effect on the day specified in the notice and agreed between the employee and the CEO being a day no earlier than the day on which the notice is given to the employee.
487. Where an employee has not consented to action being taken in relation to this clause, a notice given to the employee by the CEO for the purpose of that action takes effect:
- 487.1. on the day (if any) specified in the notice as the day on which the notice takes effect;
 - 487.2. 1 month after the day on which the notice is given to the employee; or
 - 487.3. on the day on which an appeal is withdrawn or the notice is confirmed
- whichever is the last.
488. An employee retired in accordance with this provision shall be entitled to payment of 1 months' notice or 5 weeks' notice for those employees over 45 years of age at the time of the giving of the notice and who has not less than 2 years continuous service; whichever is the greater. Payment in lieu of the notice will be made if the CEO determines that the appropriate notice period is not required to be worked. Employment may be terminated by the employee working part of the required period of notice and by the AFTRS making payment for the remainder of the period of notice.
489. The only avenue of review for employees against termination of employment for any reason is to be in accordance with clause 400 of this Agreement.

Redeployment and Retirement on the Grounds of Loss of Qualifications

490. An employee is not qualified to perform their duties if, in relation to those duties, they no longer have an essential qualification or skill.
491. Where the CEO is satisfied that an employee is not qualified to perform their duties, the CEO may:
- 491.1. transfer the employee to another position without a change in salary;
 - 491.2. redeploy the employee to a position with a lower salary level, or
 - 491.3. retire the employee from the AFTRS.
492. Where an employee has consented to action being taken in relation to this provision, a notice given to the employee by the CEO for the purpose of that action takes effect on the day specified in the notice and agreed between the employee and the CEO being a day no earlier than the day on which the notice is given to the employee.
493. Where an employee has not consented to action being taken in relation to this provision, a notice given to the employee by the CEO for the purpose of that action takes effect:
- 493.1. on the day (if any) specified in the notice as the day on which the notice takes effect,
 - or
 - 493.2. 1 month after the day on which the notice is given to the employee;
- whichever is the last.
494. An employee retired in accordance with this provision shall be entitled to payment of 1 months' notice or 5 weeks' notice for those employees over 45 years of age at the time of the giving of the notice with not less than 2 years continuous service; whichever is the greater. Payment in lieu of the notice will be made if the appropriate notice period is not required to be

worked. Employment may be terminated by the employee working part of the required period of notice and by the AFTRS making payment for the remainder of the period of notice.

495. The only avenue of review for employees against termination of employment for any reason is to be in accordance with clause 400 of this Agreement.

Redeployment and Retirement on the Grounds of being an Excess Employee

496. This clause does not apply to probationary employees, temporary or non-ongoing employees whose contract period does not exceed 12 months. Where it appears to the AFTRS that any other employee is likely to be excess to the AFTRS' requirements, the AFTRS shall, at the earliest practicable time, provide all relevant details to the employee and, where employees choose, their nominated representative, and arrange discussions with the employee and/or their nominated representatives.

Except where a lesser period is agreed between the employee and/or their representatives and the AFTRS, including agreement under the Accelerated Separation Option (clause 497), an employee shall not, within 1 month after the employees and/or their chosen representatives have been advised, be invited to volunteer for retrenchment, nor be advised in writing that they are excess to the AFTRS' requirements.

If discussions have not been completed within that month the employee shall not be invited or advised until the discussions have been completed, unless the discussions have not proceeded with reasonable timeliness and it is appropriate for the invitation or advice to be given.

497. Accelerated Separation Option – The CEO may provide employees likely to be subject to the retirement provisions of this Agreement below with an accelerated separation option. In addition to the severance benefits, this option provides employees who have been identified as being eligible to be made an offer of voluntary redundancy the option of payment equal to 10 weeks' salary (or 11 weeks for an employee 45 years of age with at least 2 years continuous service) in lieu of any consultation, consideration and notice periods which would otherwise apply. Employees choosing this option would have their employment terminated within 14 days of receiving the offer. Election of this option is voluntary.

498. Voluntary Retirement

498.1. AFTRS shall take reasonable action to assess the redeployment prospects of the employee, particularly if there are similar roles at the same classification level available within the AFTRS and discuss those prospects with the employee and their chosen representatives.

498.2. AFTRS may then invite employees to elect to be retired, or employees may apply to be retired, in accordance with this clause.

498.3. Where AFTRS invites an employee to elect to be retired, the employee shall have 1 month in which to advise the AFTRS of their election, and the AFTRS shall not give notice of retirement before the end of the 1 month period. Where the AFTRS receives an application for retirement from an employee, the AFTRS shall either approve or reject it within 1 month of receipt.

498.3.1. An employee retired in accordance with this provision shall be entitled to payment of 1 months' notice or 5 weeks' notice for those employees over 45 years of age at the time of the giving of the notice with not less than two (2) years continuous service: whichever is the greater. Payment in lieu of the notice will be made if the CEO determines that the appropriate notice period is not required to be worked. Employment may be terminated by the employee

working part of the required period of notice and by the AFTRS making payment for the remainder of the period of notice in accordance with the requirements of the FW Act.

498.3.2. Fixed Term Employees within the AFTRS Classification strands

Each employee who is engaged on the basis of a fixed term contract for a term in excess of 12 months shall, upon retirement, be entitled to a payment equivalent to one month's salary for each uncompleted year of their contract of employment, to a maximum amount equivalent to 3 months' salary. The amount payable will not be less than the minimum entitlement provided under the FW Act.

498.3.3. All other Employees (unless excluded in clause 496)

On retirement an employee shall be entitled to be paid a sum equal to 2 weeks salary for each completed year of continuous service, plus a pro rata payment of completed months of continuous service since the last completed year of service. The minimum payable shall be 4 weeks' salary and the maximum shall be 52 weeks salary for employees in the Academic stream and 48 weeks for all other employees. The amount payable will not be less than the minimum entitlement provided under the FW Act.

498.3.4. Salary for calculating payments

The salary an employee would have received had they been on recreation leave is used for calculations. Where an employee has been acting in a higher position for a continuous period of at least 12 months immediately preceding the date on which they receive notice of retirement, the salary level shall be the employee's salary in the higher position at that date. Where an employee has, during 50% or more of pay periods in the 12 months immediately preceding the date on which they receive notice of retirement, been paid a loading for shift duty, the weekly average amount of shift loading received during that 12 month period shall be counted as part of "weeks salary". The inclusion of other allowances, being allowances in the nature of salary, shall be with the approval of the AFTRS.

498.4. Where, in a redundancy situation affecting a number of employees engaged in the same work at the same level and in the same location, elections to be retired have been invited, the AFTRS shall not involuntarily retire any employee engaged in that work if there remain employees engaged in that work at the level in that location who have elected to be retired, been refused, and still wish to accept voluntary retirement.

498.5. Nothing in this clause shall prevent the AFTRS from inviting employees who are not in a redundancy situation to express interest in voluntary retirement in accordance with this sub-clause, where such retirements would permit the redeployment of employees who are in a redundancy situation, who do not wish to accept voluntary retirement and who would otherwise become excess.

499. Involuntary Retirement – Fixed Term Employees within the AFTRS Classification Strand

499.1. Payment on retirement shall be in accordance with sub-clause 498.3.2) of this Agreement.

500. Retention Periods, Redeployment and Involuntary Retirement – All Other Employees

Retention periods will only apply to employees who have been continuously employed as staff by AFTRS for over 12 months at the time of being offered a voluntary redundancy.

500.1. Except with the consent of the employee an excess employee shall not be retired until the following retention periods have elapsed.

500.1.1. In the case of an employee who has 20 years or more of service or who is at least 45 years of age – 13 months.

500.1.2. In the case of an employee who is:

500.1.2.1. a fixed term employee:

500.1.2.2. employed in a classification within the Academic Stream as set out in Attachment A of this Agreement, and

500.1.2.3. over 40 years of age but under 45, according to the following scale.

Age 40	8 months
41	9 months
42	10 months
43	11 months
44	12 months

500.1.2.4. In the case of other employees – 7 months.

500.2. The retention periods in sub-clause 500.1 of this Agreement shall commence:

500.2.1. on the day the employee is advised in writing by the AFTRS that they are an excess employee, or

500.2.2. in the case of an employee who is invited by the AFTRS to submit an election to be retired, 1 month after the day on which the election is invited,

whichever is the earlier.

500.3. An excess employee shall not be involuntarily retired unless they have been invited to elect to be retired in accordance with clause 498 of this Agreement, or if they have made such an election and the AFTRS refused to approve it. Where the AFTRS is of the opinion that there is insufficient productive work available for an excess employee during their retention period, the AFTRS may, after consulting the employee or their representative, retire the employee before the end of the retention period. The provisions of sub-clause 498.3 of this Agreement relating to the period of notice and payment in lieu of notice shall apply.

500.4. If an employee is entitled to a redundancy payment in accordance with the National Employment Standards, the relevant period in clause 500 of this Agreement is reduced by the number of weeks redundancy pay that the employee will be entitled to under the National Employment Standards.

501. Income Maintenance Payments

501.1. This sub-clause only applies to employees eligible under clause 500 of this Agreement.

501.2. Where before the end of a retention period an excess employee is reduced in classification or involuntarily retired in accordance with clause 500.3 of this Agreement they shall be eligible to receive income maintenance payments calculated in accordance with this sub-provision for the balance of the applicable retention period.

501.3. Income maintenance payments are the amounts payable to maintain the level of salary being received at the date an excess employee is notified that they are excess or at

the date of an excess employee's reduction in classification, or in the case of employees retired in accordance with sub-clause 500.3 of this Agreement, until the date of that retirement.

501.4. Where an employee has been acting in a higher position for a continuous period of at least 12 months immediately preceding the date on which they are notified they are excess, or immediately preceding the date they receive notice of reduction in classification, or notice of retirement in accordance with sub-clause 500.3 of this Agreement, the salary level for the purposes of this sub-provision shall be their salary level in such higher position at that date, provided that the employee would have continued to act in the higher position but for the excess employee situation.

501.5. This inclusion of other allowances or loadings as salary for the purposes of this sub-clause shall be with the approval of the AFTRS.

501.6. Income maintenance shall not apply to an employee who becomes unemployed and refuses an offer of suitable employment or training.

502. Leave and Expenses to Seek Employment

502.1. Excess employees shall be entitled to reasonable leave with full pay and reimbursement of reasonable travel and incidental expenses to attend necessary employment interviews.

503. Use of Personal Leave

503.1. The retention or notice periods in this sub-clause shall be extended by any periods of certified sick leave taken during such periods.

503.2. An employee who is entitled to income maintenance and at the date of retirement or transfer has accumulated personal leave credits shall be entitled to receive maintenance of income payments in respect of loss of income through sickness until such time as those accumulated sick leave credits have been exhausted provided that the entitlement shall not exceed 6 months leave credits, and shall not apply to uncertified absences.

504. Appeals

504.1. Without affecting their rights under Industrial Relations legislation, an employee shall have the right of appeal to the CEO in relation to their eligibility for benefits under clauses 498 or 502 of this Agreement, or the amount of such benefits or the amount payable by way of income maintenance under clause 501. Any such appeal shall be lodged within 14 days of the employee receiving notice of the decision.

504.2. The only avenue of review for employees against termination of employment for any reason is to be in accordance with clause 400 of this Agreement.

Attachment A – Base salaries

Classification		Pre-commencement rate	13 March 2024 4%	13 March 2025 3.8%	13 March 2026 3.4%
AFTRS 1	1.1	50277	52288	54275	56120
	1.2	51107	53151	55171	57047
	1.3	51874	53949	55999	57903
AFTRS 2	2.1	54504 [^]	56684	58838	60839
	2.2	54967	57166	59338	61355
	2.3	55820	58053	60259	62308
	2.4	57817	60130	62415	64537
	2.5	58683	61030	63349	65503
AFTRS 3	3.1	59348	61722	64067	66245
	3.2	60699	63127	65526	67754
	3.3	62353	64847	67311	69600
	3.4	63504	66044	68554	70885
	3.5	65875	68510	71113	73531
	3.6	67142	69828	72481	74945
	3.7	68151	70877	73570	76071
AFTRS 4	4.1	68458	71196	73901	76414
	4.2	69739	72529	75285	77845
	4.3	71489	74349	77174	79798
	4.4	72561	75463	78331	80994

- [^] Note: for the purposes of determining salary from 13 March 2024, the 4% has been applied to the minimum annual pay rate for AFTRS 2 under the AGIA.

AFTRS 5	5.1	73394	76330	79231	81925
	5.2	75643	78669	81658	84434
	5.3	77732	80841	83913	86766
	5.4	78899	82055	85173	88069
AFTRS 6	6.1	79144	82310	85438	88343
	6.2	81495	84755	87976	90967
	6.3	83733	87082	90391	93464
	6.4	87362	90856	94309	97516
	6.5	90685	94312	97896	101224
	6.6	92045	95727	99365	102743
AFTRS 6X	6X1	83729	87078	90387	93460
	6X2	86079	89522	92924	96083
	6X3	88312	91844	95334	98575
	6X4	91945	95623	99257	102632
	6X5	95265	99076	102841	106338
	6X6	96694	100562	104383	107932
AFTRS 7	7.1	100814	104847	108831	112531
	7.2	108739	113089	117386	121377
	7.3	110372	114787	119149	123200
AFTRS 8	8.1	115957	120595	125178	129434
	8.2	131297	136549	141738	146557
	8.3	135649	141075	146436	151415
Academic 2 Tier 1	2.1	79144	82310	85438	88343
	2.2	81495	84755	87976	90967
	2.3	83733	87082	90391	93464
	2.4	85696	89124	92511	95656
	2.5	88264	91795	95283	98523
	2.6	96929	100806	104637	108195

	2.7	100814	104847	108831	112531
Academic 2	2.8	108739	113089	117386	121377
Tier 2	2.9	110372	114787	119149	123200
Academic 3	3.1	115957	120595	125178	129434
Tier 1	3.2	122266	127157	131989	136477
	3.3	131297	136549	141738	146557
Academic 3	3.4	137936	143453	148904	153967
Tier 2	3.5	143663	149410	155088	160361
Academic 3 Tier 3	3.6	160836	167269	173625	179528

*Note: for the purposes of determining salary from 13 March 2024, the 4% has been applied to the minimum annual pay rate for AFTRS 2 under the AGIA.

Minimum rates for Production casuels (hourly)

Production Level	Pre-commencement rate	13 March 2024 4%	13 March 2025 3.8%	13 March 2026 3.4%
1	26.81	27.88	28.94	29.93
2	28.94	30.10	31.24	32.30
3	30.47	31.69	32.89	34.01
4	32.66	33.97	35.26	36.46
5	33.71	35.06	36.39	37.63
6	37.04	38.52	39.99	41.34
7	40.79	42.42	44.03	45.53
8	43.51	45.25	46.97	48.57
9	47.00	48.88	50.74	52.46
10	49.28	51.25	53.20	55.01

Production Levels for Payment Purposes

Production Level	Production	Post-Production	Animation
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1	<ul style="list-style-type: none"> • Stable Hand • Brush Hand • Construction Assistant • Labourer • Unit Assistant • Driver/Runner 	<ul style="list-style-type: none"> • Assistant Tape Operator 	<ul style="list-style-type: none"> • Art Room Assistant • Animation Runner • Xerox Operator
2	<ul style="list-style-type: none"> • Production Assistant/Runner • Wardrobe Assistant • Casting Assistant • SFX Assistant • Occupational First Aider 	<ul style="list-style-type: none"> • Edge Numberer • 2nd Assistant Sound Editor • Assistant Tape Operator 2 • Post Production Assistant 	<ul style="list-style-type: none"> • Production Assistant/Digital Scanner • Assistant Cel Painter • Assistant Background Artist 3 • Layout Artist 3 • Animator 3
3	<ul style="list-style-type: none"> • Clapper Loader • Camera Assistant • Third AD • Production Secretary • Assistant Make-up • Assistant Floor Manager • Wrangler • Assistant Grip • Lighting Assistant • 3rd/4th Electrics • Location Scout (TVC) 	<ul style="list-style-type: none"> • 2nd Assistant Picture Editor (Cine) • Assistant Tape Operator 1 • Visual Effects Assistant 2 	<ul style="list-style-type: none"> • Assistant Digital Camera Operator • Animation Library Assistant • 1st Assistant Layout Artist • Assistant Checker • Digital Colour Grader • Storyboard Assistant • Digital Painter • Assistant Digital Animation Composer • Digital Painter
4	<ul style="list-style-type: none"> • Armourer • Carpenter • Electrician • Lighting Technician • Generator Operator • Assistant Animal Trainer/Pick-up Rider • Draftsperson (Art Department) • Set Dresser • Set Maker • Standby Props • Standby Wardrobe • Pattern Cutter • Transport Manager • Production Accounts Assistant • Sign Writer • Extras Casting • Enrolled Nurse • Chaperone • Tutor 	<ul style="list-style-type: none"> • Assistant Sound Editor • Broadcast Tape Operator • Visual Effects 1 	<ul style="list-style-type: none"> • Checker • Assistant Animator • Assistant Animation (Rostrum) Camera Operator • Digital Painter (HoD) • Colour Stylist • Digital Camera Operator • Assistant Background Artist • Assistant Layout Artist • Track Reader • Tracer/Painter (HoD) • In-betweener/Clean-up Artist • Digital Animation Composition
5	<ul style="list-style-type: none"> • Assistant Art Director • Props Buyer/Master • Model Maker • Scenic Artist • SFX Technician • Mechanic • Best Boy • Grip • Boom Operator • Make-up Artist • Hairdresser • Director's Assistant • Production Co-ordinator • Second AD 	<ul style="list-style-type: none"> • 1st Assistant Picture Editor • Supervising Tape Operator • On-Line Editor 3 • Telecine 3 • Foley Artist 2 • Neg Cutter 2 	<ul style="list-style-type: none"> • Digital Camera (HoD) • Layout Co-ordinator • Animation Production Co-ordinator • Animator 3

	<ul style="list-style-type: none"> • Unit Manager • Floor Manager • Art Department Co-ordinator • Registered Nurse 		
6	<ul style="list-style-type: none"> • Set Designer • Location Manager • Gaffer • Key Grip • Focus Puller • Technical Director • Make-up Supervisor • Hairdressing Supervisor • Wardrobe Supervisor • Construction Manager • Production Accountant • Head Wrangler/Horse Master/Animal Trainer • Safety Supervisor • SFX Co-ordinator • Continuity Person • Stills Photographer • Story Editor 	<ul style="list-style-type: none"> • Dialogue Editor • Effects/sound Editor • On-Line Editor 2 • Telecine 2 • Digital Compositor 1 • Foley Engineer • Foley Artist 1 • Neg Cutter 1 	<ul style="list-style-type: none"> • Background Artist • Layout Artist • Assistant Storyboard Artist • Animation (Rostrum) Camera Operator (Film) • Animator 2 • Assistant Animator (HoD) • Senior In-betweening/Clean-up • Assistant Character Designer
7	<ul style="list-style-type: none"> • First AD • Camera Operator • Sound Recordist • Gaffer (HoD) • Key Grip (HoD) • Continuity (HoD) • Casting Director • Art Director • Lighting Designer • Production Manager • Costume Designer • SFX Make-up Supervisor • SFX Designer 	<ul style="list-style-type: none"> • Sound Designer • Supervising Sound Editor • Mixer • On-Line Editor 1 • Post Production Supervisor • Music Editor • Telecine 1 • Visual Effects Designer • Visual Effects Supervisor 	<ul style="list-style-type: none"> • Animator 1 • Digital Production Supervisor • Studio/Production Manager • Digital Systems Manager • Animation (HoD) • Layout Artist (HoD) • Storyboard Artist • Production/Character Designer • Assistant Animation Director
8	<ul style="list-style-type: none"> • Director of Photography • Second Unit Director • Production Designer 	<ul style="list-style-type: none"> • Picture Editor 	
9	<ul style="list-style-type: none"> • Director (series & serial) 		<ul style="list-style-type: none"> • Animation Director
10	<ul style="list-style-type: none"> • Director (features & mini-series) 		

Attachment B – AFTRS Code of Conduct

Code of Conduct

- I. The parties to this agreement agree that the AFTRS and employees must behave honestly and with integrity, without discrimination, and act with care and diligence.
- II. In particular, employees must:
 - treat everyone with respect and courtesy and without coercion, bullying or harassment of any kind;
 - comply with all applicable laws and any instrument made under such laws;
 - maintain appropriate confidentiality about any dealings relating to AFTRS employment and comply with Privacy legislation;
 - not provide false or misleading information in response to a request for information that is made for official purposes;
 - comply with any lawful and reasonable direction given by someone in the AFTRS who has authority to give the direction;
 - disclose the details of any material personal interest that relates to the affairs of AFTRS and take reasonable steps to avoid any conflict of interest (real or apparent) in connection with their employment;
 - use AFTRS resources in a proper manner;
 - perform functions and discharge duties in good faith and for a proper purpose (the efficient, effective, economical and ethical means of achieving AFTRS' objectives and performing AFTRS' functions);
 - not make improper use of inside information, or their duties, status, power or authority in order to gain or seek to gain a benefit or advantage for themselves or another person or cause detriment to AFTRS, the Commonwealth or any other person;
 - at all times behave in a way that upholds the AFTRS Values and the integrity and good reputation of the AFTRS, and
 - not consume alcohol, legal drugs or other substances to the extent that they adversely affect performance during working hours.
- III. A breach of any element of the Code of Conduct could result in an allegation of misconduct.
- IV. Public Interest Disclosure (“Whistle blowers”) will be exempt from this unless the complainant is aware at the time that allegations are not grounded in fact.

FORMAL ACCEPTANCE OF AGREEMENT

Signed for and on behalf of the Australian Film Television and Radio School:



Dr Nell Greenwood, Chief Executive Officer, Building 130, Entertainment Quarter, Moore Park NSW 2021.

Signed on behalf of the National Tertiary Education Industry Union:



Dr Damien Cahill, General Secretary, First Floor, 120 Clarendon Street, South Melbourne, Victoria 3205.

Signed on behalf of the Community and Public Sector Union:



Sam McCrone, Lead Organiser, Community and Public Sector Union, 3/99 William Street, Melbourne Vic 3000.

THE FAIR WORK COMMISSION

FWC Matter No.: **AG2024/1032**

Applicant: **Australian Film Television and Radio School**

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Joanne Herron, Chief Financial Officer, have the authority given to me by Australian Film Television and Radio School to give the following undertakings with respect to the **Australian Film Television Radio School Enterprise Agreement 2024-2027** ("the Agreement"):

1. Casual employees covered by the *Broadcasting Entertainment and Cinemas Award 2020* but to which the Agreement applies will work a maximum of 10 hours per day (exclusive of meal breaks).
2. Casual employees covered by the *Broadcasting Entertainment and Cinemas Award 2020* but to which the Agreement applies will be paid overtime in accordance with clause 80.4 of the *Broadcasting Entertainment and Cinemas Award 2020*.
3. Casual employees employed under the Agreement at the Production Level 1 classification (equivalent to an MPP L1-G2 classification in the *Broadcasting Entertainment and Cinemas Award 2020*) will be paid at a rate that is no less than the applicable rate under the *Broadcasting Entertainment and Cinemas Award 2020*. Accordingly the minimum hourly rate for the Production Level 1 classification is as follows:
 - a. Pre-commencement rate: \$26.81 per hour
 - b. 13 March 2024: \$29.04 per hour
 - c. 13 March 2025 (3.8%): \$30.14 per hour (being \$29.04 + 3.8%)
 - d. 13 March 2026 (3.4%): \$31.16 per hour (being \$30.14 + 3.4%)

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

Signature  _____

Date 18 April 2024 _____