



Australian Government



CREATIVE AUSTRALIA ENTERPRISE AGREEMENT 2024–2026



Creative Australia Enterprise Agreement 2024-2026

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Section 1: Technical matters

Title

1. This agreement will be known as the Creative Australia Enterprise Agreement 2024–2026 (this agreement).

Parties to the agreement

2. This agreement covers:
 - 2.1 the Chief Executive Officer (CEO), for and on behalf of the Commonwealth of Australia as the employer;
 - 2.2 all employees employed and paid by Creative Australia under and within the meaning of the *Creative Australia Act 2023* other than senior management roles or equivalent positions not covered by the Classification Structure in Attachment B, and
 - 2.3 subject to notice being given in accordance with section 183 of the FW Act, the following employee organisation which was a bargaining representative for this agreement:
 - 2.3.1 the Community and Public Sector Union.

Operation of the agreement

3. This agreement will commence operation seven days after approval by the Fair Work Commission.
4. This agreement will nominally expire on 2 November 2026.

Delegations

5. The CEO may delegate to or authorise any person to perform any or all of the CEO 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 Creative Australia 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. Creative Australia 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:
 - a. arrangements about when work is performed;
 - b. overtime rates;
 - c. penalty rates;
 - d. allowances;
 - e. remuneration; and
 - f. leave and leave loading; and
 - 10.2 the arrangement meets the genuine needs of Creative Australia and the 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 Creative Australia and the employee.
11. Creative Australia 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. Creative Australia must ensure that the individual flexibility arrangement:
 - 12.1 is in writing;
 - 12.2 includes the name of Creative Australia and employee;
 - 12.3 is signed by Creative Australia and the 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:
 - a. the terms of the enterprise agreement that will be varied by the arrangement;
 - b. how the arrangement will vary the effect of the terms;
 - c. 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.
13. Creative Australia must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
14. Creative Australia or the 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 Creative Australia and the employee agree in writing – at any time.
15. Creative Australia and the employee are to review the individual flexibility arrangement at least every 12 months.

Definitions

16. The following definitions apply to this agreement:

Agency Head means the CEO of Creative Australia or the CEO's delegate.

Agreement means the Creative Australia Enterprise Agreement 2024–2026.

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

Casual employee (irregular or intermittent employee) means an employee engaged under section 74 of the Act and who:

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

Classification or classification level means the Creative Australia classification structure.

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

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

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

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

Employee means an employee of Creative Australia engaged pursuant to section 74 of the Act who is covered by this agreement (whether full-time, part time or casual, permanent or non-ongoing).

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

Family means:

- a. a spouse, former spouse, de facto partner or former de facto partner of the employee;
- b. a child, parent, grandparent, grandchild, or sibling of the employee;
- c. a child, parent, grandparent, grandchild, or sibling of a spouse, former spouse, de facto partner or former de facto partner of the employee;
- d. a member of the employee's household; 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 an average of 36 hours and 45 minutes per week in accordance with this agreement.

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

FWC means 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 who is not a casual and who is engaged pursuant to section 74 of the Act for a specified term or for the duration of a specified task, and consistent with the FW Act.

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

Permanent employee means an employee engaged pursuant to section 74 of the Act.

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 whose ordinary hours are less than 36 hours and 45 minutes per week in accordance with this agreement.

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

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.

The Act means the *Creative Australia Act 2023* as amended from time to time.

Section 2: Remuneration

Salary

17. Positions will be classified consistent with Creative Australia's work levels standards for Bands 1 to 6.
18. The salary ranges and pay points to apply under this Agreement are set out in Appendix B.
19. The base salary rates in Appendix B include the following increases:
 - a. 4.0 per cent from 3 November 2023 to employees employed by Creative Australia on or after the date of commencement of this agreement;
 - b. 3.8 per cent from 3 November 2024; and
 - c. 3.4 per cent from 3 November 2025.

Payment of salary

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

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

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

Salary setting

21. Where an employee is engaged, moves to or is promoted in Creative Australia, 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.
22. 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.
23. In determining a salary under these provisions, the CEO will have regard to a range of factors (as relevant) including the employee's experience, qualifications and skills.
24. Where an employee commences permanent employment in Creative Australia immediately following a period of non-ongoing employment in Creative Australia, 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 Creative Australia.
25. Where an employee commences permanent employment in Creative Australia immediately following a period of casual employment in Creative Australia, 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 Creative Australia.

26. 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.
27. An employee may request a review of their salary on commencement within 1 month of commencing employment with Creative Australia.

Incremental salary advancement

28. An employee may achieve a performance based salary advancement through the performance management framework at clauses 360–363.
29. An employee classified in Bands 1, 2, 3, 4, 5 or 6 will advance by 1 pay point within the classification from 1 July in each year, where they:
 - a. have been at their existing pay point in that Band for at least 6 months of service; and
 - b. have received a rating of 'Meeting Expectations' (or equivalent) for achievement of KPIs and behaviours in their individual performance appraisal ending 30 June each year.
30. Eligible service for salary progression will include:
 - a. periods of paid leave and unpaid parental leave;
 - b. periods of unpaid leave that count as service; and
 - c. service while employed on a non-ongoing basis.
31. 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.
32. 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.
33. 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.
34. Casual employees will not usually be eligible for incremental advancement.

Additional pay points

35. To be eligible for advancement to an additional pay point, an employee must be on the top pay point of Bands 2–6.
36. To advance to an additional pay point, the employee must:
 - a. have been assessed under the Performance Management Framework as 'Meeting Expectations' (or equivalent); and
 - b. have demonstrated they are capable of effectively performing work that is undertaken in the next Band; and
 - c. be regularly required to undertake work of that kind, either as relief for someone who is absent, or to deal with excess work requirements.
37. An employee on an additional pay point will not receive additional pay where they are required to undertake higher level work in the next Band.
38. Where an employee who is on the additional pay point in Band 2 or 3 is promoted to the next Band, they will move to the second pay point in the next Band.

39. Where an employee who is on an additional pay point in Band 4 or 5 is promoted to the next Band, they will move to the first pay point in the next Band.

Classification levels and mobility

40. Each position at Creative Australia is allocated a classification level and has a position description that clearly defines the role requirements, key functions, and accountability and responsibility levels. Employees are engaged at a particular classification level.
41. Employees may be reassigned to another role at the same classification level. An employee will be given a minimum of 4 weeks' notice of any permanent reassignment, however, they may be required to temporarily transfer to another position during this process. They will have 2 weeks from the date of the notice to discuss the proposed reassignment with their manager, to advise their manager of any reason why the reassignment should not proceed, and to raise any concerns they have in relation to the proposed reassignment.
42. Where Creative Australia makes a decision to permanently transfer an employee, they will advise the employee of the decision and the reasons for the decision in writing. Employees will only be reassigned to a position that they are expected to be effective in within a reasonable period of time and will be provided with appropriate training and development opportunities (generally on-the-job).
43. Where an employee is reassigned to a maximum term contract role at the same classification level, they will not forfeit their status as a permanent employee of Creative Australia.
44. Employees who believe they have not been fairly dealt with in relation to a reassignment will find further information on how to resolve the matter in the Creative Australia Problem Solving Policy.
45. Clauses 41–44 do not apply to excess employees as specified in Section 10 of this agreement.

Superannuation

46. Creative Australia will make compulsory employer contributions as required by the applicable legislation and fund requirements.
47. Employer superannuation contributions will be paid on behalf of employees during periods of paid leave that count as service.
48. Creative Australia 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 Creative Australia's payroll system.
49. Employees classified in Bands 1 to 4 will receive 15.4% superannuation into a complying fund of their choice, calculated on the employee's Ordinary Times Earnings. Where an employee does not choose a fund and does not have a stapled superannuation fund, they will be enrolled in the default fund provided by Creative Australia, which is the Public Sector Superannuation Accumulation Plan (PSSap).
50. From 23 November 2011, employees classified in Bands 5 and 6 will receive the superannuation guarantee, as per legislation (currently 11.0%), into a complying fund of their choice. Where an employee does not choose a fund and does not have a stapled superannuation fund, they will be enrolled in the default fund provided by Creative Australia, which is Australian Retirement Trust.
51. Employer contributions will be made for all employees covered by this agreement.

52. Employer contributions will not be reduced by any other contributions made through salary sacrifice arrangements.

Salary packaging

53. Salary packaging arrangements will be offered to employees covered by this Agreement.
54. Where salary packaging arrangements are offered, an employee may convert part of their salary to non-salary benefits.
55. Fringe benefits tax and any other costs attributable to salary packaging arrangements for an employee must be met by that employee and will be deducted from the employee's salary.
56. Salary for superannuation, severance and termination purposes for an employee who has elected to convert part of their salary to non-salary benefits will be determined as if those arrangements did not exist.

Overpayments

57. An overpayment occurs if the CEO (or Creative Australia) 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).
58. 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.
59. 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.
60. 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 Commonwealth that must be repaid to Creative Australia in full by the employee.
61. 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.
62. Creative Australia may recover all or part of any debt or outstanding payment upon cessation of employment through a deduction from final monies to be paid on termination.
63. Interest will not be charged on overpayments.
64. Nothing in clauses 58–64 prevents:
 - a. Creative Australia from pursuing recovery of the debt in accordance with an Accountable Authority Instruction issued under the *Public Governance, Performance and Accountability Act 2013*;
 - b. Creative Australia from pursuing recovery of the debt through other available legal avenues; or
 - c. the employee or Creative Australia from seeking approval to waive the debt under the *Public Governance, Performance and Accountability Act 2013*.

Supported wage system

65. An employee may be paid a percentage of the relevant pay rate for their classification in line with their assessed capacity to do the work if they:
 - a. have a disability;
 - b. meet the criteria for a Disability Support Pension; and
 - c. are unable to perform duties to the capacity required.
66. Specific conditions relating to the supported wage system are detailed in Attachment A – Supported Wage System.

Section 3: Allowances and reimbursements

Higher duties allowance

67. From time to time, an employee may be required to temporarily undertake the duties of a permanent or non-ongoing position at a higher classification level.
68. Where a role needs to be filled for 2 or more working weeks, higher duties allowance will be paid to any employee temporarily occupying the role acting at a classification level higher than their substantive classification level. The employee will be paid at the first pay point of the classification in which they are acting, or a higher pay point as determined by the CEO.
69. Employees may be provided with an opportunity to undertake a percentage of the work of a higher classification position and will be paid accordingly. Where for example an employee takes on 60% of the higher classification duties, the employee's pay will increase by 60% of the difference between the employee's substantive salary and the salary of the higher position. In determining the percentage there will be genuine consideration of work to be performed and good faith discussions between the employee and manager before the percentage is determined. The rate of pay after a percentage of work has been determined will be no less than the employee's substantive salary.
70. Higher duties allowance will be payable while an employee is acting at a higher classification level as part of a job sharing arrangement where the duration of the arrangement is at least 2 working weeks.
71. 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.
72. The Executive Director may approve to shorten or waive the qualifying period to be less than two weeks for higher duties allowance on the basis of operational needs and the employee demonstrating the requisite skills and experience to undertake work at a higher classification for the temporary period.
73. Where an employee is required to temporarily perform work in a Senior Management or Executive position falling outside of the coverage of this Agreement for more than 3 weeks, the remuneration will be as determined by Creative Australia, taking into account the percentage of duties expected to be undertaken.
74. If the employee has approved leave, including a public holiday, during the period of receiving an allowance for performing higher classification duties, they will continue to receive the allowance while on that leave.
75. An employee may decline temporary duties at a higher classification that are unpaid unless this would result in essential functions not being undertaken.

Workplace responsibility allowances

76. An employee who has undergone formal training and who is designated by Creative Australia, by appointment or election, to undertake a workplace responsibility will be paid an allowance for one of the following roles:
 - a. First Aid Officer;

- b. Health and Safety Representative;
 - c. Emergency Warden;
 - d. Harassment Contact Officer; and
 - e. Mental Health First Aid Officer.
77. An employee is not to receive more than one workplace responsibility allowance unless approved by the CEO due to operational requirements.
78. The minimum rate will be:
- a. \$30.51 per fortnight from commencement of the agreement;
 - b. \$31.67 per fortnight from 3 November 2024;
 - c. \$32.75 per fortnight from 3 November 2025.
79. The full allowance is payable regardless of flexible work and part-time arrangements.
80. A Workplace Responsibility Allowance will not be paid where the employee:
- a. is no longer required to perform the functions of the role; or
 - b. has taken a period of leave of more than 30 consecutive calendar days.
81. An employee's physical availability to undertake the role will be considered by agencies when appointing and reappointing employees to these roles. This is noting that not all workplace responsibility roles will necessarily require a physical presence in the workplace for the role to be successfully undertaken, such as Harassment Contact Officers, Mental First Aid Officers and Health and Safety Representatives depending on work group arrangements.
82. Casual employees who are eligible to receive a workplace responsibility allowance will be paid the full amount (noting the minimum rate), as varied from time to time provided they engage in work during any given pay cycle, irrespective of the frequency and duration of the work undertaken.
83. A workplace responsibility allowance will count as salary for superannuation purposes.

Loss, damage and indemnity

84. An employee may be reimbursed for loss or damage to clothing or personal effects, which occurred at any time in the course of their work.

Section 4: Working hours and arrangements

Employment types

87. Employees covered by this Agreement will be employed in one of the following categories:
- a. permanent employees; or
 - b. non-ongoing employees who may be employed for a maximum term or a specified task; or
 - c. as a casual employee (being an employee engaged and paid as a casual employee).
88. Employees may be employed on a full-time, part-time, or irregular or intermittent (casual) basis.

Casual (irregular or intermittent) employment

89. A casual (irregular or intermittent) employee is defined in the definitions section.
90. Creative Australia will regularly review the working arrangements of casual employees to assess if they are genuinely performing irregular or intermittent duties, and report de-identified outcomes to the consultative committee, where one is in place.
91. Remuneration for casual employees is on an hourly basis. A casual employee will receive a 25 per cent loading on the base hourly rate of their classification as set out in this agreement.
92. 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.
93. 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.
94. A casual employee who is eligible for a Workplace Responsibility Allowance will be paid the full amount.

Non-ongoing employment

95. Creative Australia may engage non-ongoing employees for a maximum term, for a specified task, or on a casual basis where:
- a. the specific job performed by the employee is not required to be performed on an permanent basis, including jobs associated with termed programs and projects; or
 - b. the skills and experience required are expected to be either:
 - i. for a maximum period of time; or
 - ii. for specified tasks; or
 - iii. industry sourced skills and experience where there is an assumption that employees will return to that industry.

96. Non-ongoing employees who have been employed for a maximum term or specified task may apply for a permanent, internally advertised position after successful completion of their probationary period.
97. Non-ongoing employees will generally have the same terms and conditions of employment as permanent employees under this agreement's terms, except:
 - a. personal/carer's leave accrual at clause 223; and
 - b. redundancy provisions at clause 473–483 subject to clause 98.
98. If the non-ongoing employee's contract is not permitted by section 333E of the FW Act, then the redundancy provisions at clause 473–480 will apply.
99. If the redundancy provisions apply to an employee under clause 98, Creative Australia must adhere to the consultation requirements at Section 9.

Probationary period

100. Employees employed for a period of more than three months will be subject to a minimum probationary period of three months. Creative Australia may set a period of up to six months' probation based on the requirements of the job. Probation periods will be determined prior to the commencement of employment and outlined in the offer of employment.
101. A probationary period may be waived on the basis of work background including previous employment with Creative Australia.
102. After commencement of employment the probationary period may be extended to a maximum period of 6 months from commencement. Any extension of the probationary period will be discussed with the employee and confirmed in writing where it has been identified that the employee has conduct or performance issues. The probationary period may also be extended to take account of any period of approved extended leave or where the particular circumstances of an employee, assessed on a case by case basis, require it.
103. Where necessary, Creative Australia may terminate an employee's employment during the probationary period with 1 weeks' notice in writing. Creative Australia may make a payment in lieu of part or all of the notice period. If the employee's employment is terminated during the probationary period for serious misconduct, there will be no notice period. The only avenue for appeal against dismissal during the probationary period is through the provisions of the FW Act.

Working hours

Flexible Working Hours for employees classified in Bands 1 to 4

104. The standard working hours for employees classified in Bands 1 to 4 are between the bandwidth of 7.30am to 7.00pm, Monday to Friday. The standard working day for a full-time employee is 7 hours 21 minutes of ordinary time work and the standard day for a part-time employee is the agreed ordinary hours of work on the day concerned.
105. Flexible Working Hours (FWH) enables employees classified in Bands 1 to 4 to commence and finish work at any time in the bandwidth subject to clauses 108 to 113.
106. FWH requires an employee to record their actual hours worked in the electronic timesheet system (ETS). The ETS maintains the FWH credit and debit balances. The

ETS default break of 30 minutes must be adjusted by an employee who extends their meal break, or to account for other breaks taken during their working day. A failure by an employee to accurately record hours worked into the ETS may result in the employee being removed from FWH arrangements under clause 110.

107. An employee's manager may, for operational reasons, require an employee to start and finish work at specified times within the bandwidth. This is subject to the maximum hours of 147 hours over a 4 week cycle which equates to 36 hours and 45 minutes each week.
108. The pattern of an employee's FWH is a matter for consultation between managers and employees, and should take into consideration an employee's flexibility to balance work and personal obligations, the operational requirements of Creative Australia, the need for appropriate supervisory arrangements, and work health and safety principles. A manager has the responsibility and authority to ensure that Creative Australia operational requirements, in relation to the work of their team and FWH, are met. The manager and employee share the responsibility to monitor and manage FWH and plan leave effectively so that operational requirements are met and excessive work credits or debits are not accrued.
109. An employee under FWH should not work more than 10 hours in a day within the bandwidth.
110. An employee may be removed from the FWH system for a period of time for either operational or disciplinary reasons.
111. A manager may direct an employee under FWH not to work hours in addition to a standard working day where there is insufficient work.
112. In accordance with s62 of the FW Act, an employee may refuse to work additional hours where such additional hours are unreasonable. Such refusal will not prejudice an employee's employment. For the purpose of this clause, additional hours are those in excess of:
 - a. 36 hours and 45 minutes per week for a full-time employee; or
 - b. the agreed ordinary hours of work per week for a part-time employee.
113. Where an employee, other than a casual employee, is not required to work on a public holiday, the FWH will reflect hours as a standard working day. For a part-time employee, the public holiday must fall on a day of the week which is included in the employee's part-time hours.

Work credits

114. Employees may accrue work credits based on the agreed pattern of hours under clause 108.
115. The maximum work credit balance that can be carried from 1 fortnightly pay period to the next is 37 hours and 30 minutes for full-time employees, or a pro rata amount for part-time employees.

Work Credit Bank

116. In addition to clause 115, an employee under FWH may request to bank Work Credits into their Work Credit Bank.
117. An employee can accumulate a maximum of 4 days (or a pro rata amount for part-time employees) in their Work Credit Bank.

118. The balance of an employee's Work Credit Bank will not be taken into account when determining whether they have exceeded the maximum work credit balance at clause 115.

Using work credits

119. An employee may utilise their work credits where approved by their manager.
120. Approval of the use of work credits is subject to operational requirements and may be cancelled where circumstances change such that the employee is directed by their manager to attend work.
121. The work credits held in an employee's Work Credit Bank may be used in conjunction with a period of annual leave of at least a week's duration.

Work credit debits

122. The maximum work credit debit that can be carried from one month to the next is a standard day (7 hours 21 minutes) for full-time employees, and a pro rata amount for part-time employees.
123. Where an employee has exceeded the maximum work credit debit at the end of the month, the time in excess of the maximum work credit debit will be treated as an unauthorised absence and will be without pay.

Work credits at employment cessation

124. Wherever possible, an employee will be provided with an opportunity to reduce their work credits and Work Credit Bank to zero before cessation of their employment with Creative Australia.
125. Work credits held by an employee at the end of their last day of work with Creative Australia will not be paid out under any circumstances.
126. Where an employee has work credit debits on cessation of employment, the monetary value of those work credit debits will be deducted from any monies owed to the employee, or may be recovered from the employee by other means.

Working hours for employees classified in Bands 5 and 6

127. All full-time employees classified in Bands 5 and 6 are required to work at least an average of 147 hours per 4 weeks and will be required to work reasonable additional hours where necessary to achieve required outcomes.
128. Part-time employees classified in Bands 5 and 6 are required to work at least an average of the number of hours specified in their employment contract and are expected to work longer hours where necessary to achieve required outcomes.
129. Actual working hours for employees in Bands 5 and 6 classifications, subject to clauses 127 and 128, are a matter between the employee and their manager, which may include approved absences during normal working hours in recognition of significant additional hours worked by the employee. Methods of recording extended hours are a matter to be agreed between the manager and the employee.
130. Approved full-day absences must be recorded as time in lieu (TOIL) in the HR leave management system. TOIL will not be an hour for hour system or replicate the FWH system.

Meal breaks

131. An employee should not work for more than 5 hours without taking a meal break of at least 30 minutes. Meal breaks will not be paid.

Overtime and restriction

132. Clauses 132 to 144 apply only to employees classified in Bands 1 to 4, including casual employees, and are separate to Emergency Duty as specified in clauses 145 to 148.
133. Subject to clause 132, overtime is payable where:
- a. prior approval has been given by the Executive Director of the division; and
 - b. an employee is directed to work in addition to a standard day and outside the bandwidth i.e. not FWH as in clauses 104 and 105.
134. The overtime rate is:
- a. time and a half for the first 2 hours and double time thereafter for all overtime, Monday to Saturday, other than public holidays; and
 - b. double time for all overtime on Sunday; and
 - c. double time and a half for all overtime on a public holiday (inclusive of any other payment received by the employee for the time worked).
135. Casual employees are not entitled to the casual loading during periods of overtime.
136. The minimum payment for overtime that is not continuous with normal duty will be for 4 hours with the exception of Emergency Duty as specified in clause 148.
137. An employee is entitled to an 8 hour break, plus reasonable travelling time, between ceasing overtime and commencing their ordinary work the next day, without loss of pay for any ordinary working time involved. Where, for operational reasons, an employee is required to resume or continue work without an 8 hour rest break plus reasonable travelling time, they must be paid double time for this period until released from duty. They will then be entitled to an 8 hour rest break, plus reasonable travelling time, without loss of pay for any ordinary working time involved.
138. An employee may refuse to work overtime as detailed in clause 112.

Meal allowance when working overtime

139. If an employee classified in Bands 1 to 4 is required to work overtime and that overtime extends beyond the end of a meal period, the employee will be paid a meal allowance.
140. For the purposes of clause 139, a meal period is:
- a. Monday to Friday: 6.30pm to 7.30pm; and
 - b. Weekends and public holidays: 12.30pm to 1.30pm and 6.30pm to 7.30pm.
141. The meal allowance rate will be as per the Australian Taxation Officer (ATO) maximum allowable rate.
142. The meal allowance is not payable where Creative Australia provides or pays for a meal.

Time in lieu of overtime

143. Where an employee and their manager agree, overtime may be taken as time in lieu within 4 weeks of the overtime or such other time limit agreed to by the employee and their manager.
144. The time in lieu is to be calculated at the overtime rate and recorded in the leave management system.

Emergency duty

145. Emergency Duty entitlements are only available to employees classified in Bands 1 to 4.
146. Emergency Duty is where an employee is required to attend work to meet an emergency at a time when the employee would not normally have been on duty and no notice of this requirement was given to the employee prior to last ceasing duty.
147. All Emergency Duty is paid at the rate of double time and includes payment for time spent in travelling to and from duty.
148. The minimum payment for Emergency Duty will be for 3 hours of work.

Flexible working arrangements

149. Creative Australia, employees and their union recognise:
 - a. 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;
 - b. access to flexible work can support strategies to improve diversity in employment and leadership in Creative Australia;
 - c. access to flexible work supports Creative Australia capability, and can assist in attracting and retaining the employees needed to deliver for the Australian community, including employees located at a wider range of locations;
 - d. that flexibility applies to all roles in Creative Australia, and different types of flexible working arrangements may be suitable for different types of roles or circumstances; and
 - e. requests for flexible working arrangements are to be considered on a case-by-case basis.
150. Creative Australia is committed to engaging with employees and their union to build a culture that supports flexible working arrangements across Creative Australia at all levels. This may include developing and implementing strategies through Creative Australia's Workplace Consultative Committee.
151. 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

152. The following provisions do not diminish an employee's entitlement under the NES.
153. An employee may make a request for a formal flexible working arrangement.
154. The request must:

- a. be in writing;
 - b. set out details of the change sought (including the type of arrangement sought and the proposed period the arrangement will operate for); and
 - c. 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.
155. The CEO must provide a written response to a request within 21 days of receiving the request.
156. The response must:
- a. state that the CEO approves the request and provide the relevant detail in clause 157; or
 - b. if following discussion between Creative Australia and the employee, Creative Australia 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
 - c. state that the CEO refuses the request and include the following matters:
 - i. details of the reasons for the refusal; and
 - ii. set out Creative Australia's particular business grounds for refusing the request, explain how those grounds apply to the request; and
 - iii. either:
 - A. 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 Creative Australia would be willing to make; or
 - B. state that there are no such changes; and
 - iv. 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.
157. Where the CEO approves the request, this will form an arrangement between Creative Australia and the employee. Each arrangement must be in writing and set out:
- a. any security and work health and safety requirements;
 - b. a review date (subject to clause 161); and
 - c. the cost of establishment (if any).
158. The CEO may refuse to approve the request only if:
- a. Creative Australia has discussed the request with the employee; and
 - b. Creative Australia 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
 - c. Creative Australia and the employee have not reached such an agreement; and

- d. Creative Australia has had regard to the consequences of the refusal for the employee; and
 - e. the refusal is on reasonable business grounds.
159. Reasonable business grounds include, but are not limited to:
- a. the new working arrangements requested would be too costly for Creative Australia;
 - b. there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested;
 - c. it would be impractical to change the working arrangements of other employees, or to recruit new employees, to accommodate the new working arrangements requested;
 - d. the new working arrangements requested would be likely to result in a significant loss in efficiency or productivity;
 - e. the new working arrangements requested would be likely to have a significant negative impact on customer service; and
 - f. 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.
160. For First Nations employees, Creative Australia must consider connection to country and cultural obligations in responding to requests for altering the location of work.
161. Approved flexible working arrangements will be reviewed by Creative Australia and the employee after 12 months, or a shorter period, if agreed by the employee. This is to ensure the effectiveness of the arrangement.

Varying, pausing or terminating flexible working arrangements

162. An employee may request to vary an approved flexible working arrangement in accordance with clause 154. An employee may request to pause or terminate an approved flexible working arrangement.
163. The CEO may vary, pause or terminate an approved flexible working arrangement on reasonable business grounds, subject to clause 165.
164. Creative Australia 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.
165. Prior to the CEO varying, pausing or terminating the arrangement under clause 163, Creative Australia must have:
- a. discussed with the employee their intention to vary, pause or terminate the arrangement with the employee;
 - b. 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);
 - c. had regard to the consequences of the variation, pause or termination for the employee;

- d. ensured the variation, pause or termination is on reasonable business grounds; and
- e. informed the employee in writing of the variation, pause or termination to the approved flexible working arrangement, including details set out in clause 156.c.

Working from home

- 166. Creative Australia will consider each request on its merits.
- 167. An employee working from home is covered by the same employment conditions as an employee working at an office site under this agreement.
- 168. Creative Australia will provide employees with guidance on working from home safely.
- 169. Employees will not be required by Creative Australia 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, Creative Australia will consider the circumstances of the employees and options to achieve work outcomes safely.

Ad-hoc arrangements

- 170. Employees may request ad-hoc flexible working arrangements. Ad-hoc arrangements are generally one-off or short-term arrangements for circumstances that are not permanent.
- 171. Employees should, where practicable, make the request in writing and provide as much notice as possible.
- 172. Requests for ad-hoc arrangements are not subject to the request and approval processes detailed in clauses 152–161.
- 173. Creative Australia 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.
- 174. Where a regular pattern of requests for ad-hoc arrangements from an employee emerges, Creative Australia should consider whether it is appropriate to seek to formalise the arrangement with the employee.

Altering span of hours

- 175. 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. Creative Australia will not request or require that any employee alter their regular span of hours (bandwidth hours) under these provisions.

Job sharing

- 176. Job sharing arrangements may be approved where operational and budget requirements will not be adversely affected.
- 177. Where job sharing arrangements are approved, the responsibilities of each employee will be specified in writing before the commencement of the arrangements.
- 178. The job sharing arrangements will cease where:

- a. one of the participants terminates their employment with Creative Australia;
- b. one of the participants indicates that they no longer wish to be part of the job sharing arrangement; or
- c. the Executive Director/s of the division/s following a review, determine that the arrangements are not working satisfactorily, in which case, at least 4 weeks' notice will be provided to the participating employees.

Child care costs

179. Creative Australia will endeavour to assist employees to secure and maintain child care, and meet any emergency child care needs. This assistance may include, but will not be limited to, the following:

- a. flexible hours of work; or
- b. access to part-time work; or
- c. approval of paid or unpaid leave to arrange placements at child care centres; or
- d. reimbursement of fees resulting from the care of a child where the operational needs of Creative Australia prevent parental care outside of usual working hours.

180. Where an employee is required to work:

- a. on weekends or public holidays; or
- b. on days other than those the employee normally works; or
- c. temporarily from a location other than Creative Australia offices, except where this is specified as an essential requirement in the employee's position description;

Creative Australia will ordinarily approve the reimbursement of reasonable child caring costs incurred as a result of the work requirements to a maximum of \$118 per day or as determined by the CEO on a case by case basis.

181. To be eligible for reimbursement of caring costs under clause 180 the employee must:

- a. obtain prior approval for reimbursement; and
- b. provide receipts as evidence of costs.

Part-time work

182. A part-time employee is one whose normal hours of duty are less than 147 hours per 4 weeks. Their pattern of hours will provide for no less than 3 hours per day (or an alternative period agreed by Creative Australia and the employee) and will be continuous on any one day.

183. Unless otherwise specified in this agreement, remuneration and other conditions, except long service leave which will be administered in accordance with the LSL Act and expense-related allowances and reimbursements, will be calculated on a pro rata basis for part-time employees.

Creative Australia initiated part-time work

184. All part-time employees will have their part-time work arrangements outlined in their employment contract, in accordance with this agreement. They will specify:

- a. the ordinary hours of duty;

- b. the hours of work to apply to that employee;
- c. the duration of the part-time work; and
- d. any specific arrangements that are needed to facilitate the part-time work, including for example, any limitation on the days of the week the employee is able to work their ordinary hours of work.

185. An employee who has been engaged on a part-time basis by Creative Australia will have no automatic rights to full-time employment.

Employee initiated part-time work

186. Full-time employees may request to work part-time for a period of up to 12 months. Such a request is expected to be approved where it is compatible with operational requirements.
187. The commencement or continuation of part-time work will only occur where agreement is reached on the details specified in clause 184.
188. At the completion of the approved part-time work the employee may return to full-time work or request a further period of part-time work. If the request for further part-time work is not approved by Creative Australia, the employee will return to full-time work.
189. If their request is approved by Creative Australia, an employee may return to full-time employment before the end of an agreed period of part-time work.
190. Either the employee or Creative Australia may initiate a review of the part-time employment arrangement at any time, which may involve termination of the arrangement.
191. Employees engaged on a full-time basis will not be compelled to convert to part-time employment.
192. Employees engaged on a part-time basis will not be compelled to convert to full-time employment.

Annual shutdown

193. Creative Australia will be closed on the working days between Christmas and New Year.
194. Employees will be granted 3 days non-accruable paid leave to cover this period. This leave will count as service.
195. Where an employee is required to work during the working days between Christmas and New Year, they will be provided with equivalent time off in lieu within 4 weeks of the closedown.
196. The CEO may decide that Creative Australia will temporarily close all operations outside of the annual shutdown period between Christmas and New Year.
- a. Creative Australia must give affected employees 28 days written notice of the temporary shutdown period (or shorter period agreed between the employer and majority of relevant employees).
 - b. Creative Australia may direct employees to take a period of accrued annual leave during the temporary shut down period, in accordance with section 94(5) of the FW Act. The direction must be in writing and must be reasonable.

- c. If an employee does not have sufficient annual leave accrued, then Creative Australia and the employee may agree to take leave without pay, or to take annual leave in advance.

Public holidays

197. Employees are entitled to the following holidays each year as observed at their normal work location in accordance with the FW Act:
 - a. 1 January (New Year's Day);
 - b. 26 January (Australia Day);
 - c. Good Friday and the following Monday;
 - d. 25 April (Anzac Day);
 - e. the King's birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory);
 - f. 25 December (Christmas Day);
 - g. 26 December (Boxing Day); and
 - h. any other day, or part day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a public holiday, other than a day or part day, or a kind of day or part day, that is excluded by the *Fair Work Regulations 2009* from counting as a public holiday.
198. 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.
199. 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.
200. 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.
201. Where an employee substitutes a public holiday for another day, they will not be paid penalty rates for working their normal hours on the public holiday.
202. 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).
 - a. Where an employee is on unpaid leave on the working days both immediately before and after a public holiday, they will not be paid for the public holiday.
 - b. In exceptional circumstances payment of a public holiday that falls within a period of unpaid miscellaneous leave may be approved.
203. If under a law of a State or Territory every Sunday is declared or prescribed by or under that law to be a public holiday, there is no entitlement to receive payment as a

public holiday if the employee would have worked, or does perform work, on that day. In these circumstances, payment will only be made at the public holiday rate if the employee performs work on that day, and the Sunday would otherwise be a public holiday under clause 197.

Section 5: Leave

General provisions

204. Any absence from the workplace must be approved by the employee's manager or otherwise authorised or permitted in accordance with the leave arrangements applying in this agreement.
205. An absence that is not approved within the meaning of clause 204 will be regarded as an unauthorised absence.
206. An employee will be given a reasonable opportunity to explain the absences.
207. Where an employee is absent from duty without approval, the absence will be without pay and will not count as service for any purpose. Other benefits provided under this agreement, including the FWH scheme, will cease to be available to the employee until they resume duty or are granted leave.
208. Where approved leave is cancelled without reasonable notice, reimbursement of reasonable travel and incidental costs not otherwise recoverable under any insurance or from any other source is expected to be approved.
209. An employee on workers' compensation leave under the Safety, Rehabilitation and Compensation Act 1988, whose compensation is calculated on the basis of actual hours worked, will have their annual and personal/carer's leave accrual calculated in the same way.
210. Leave provisions apply to casual employees only where specifically included in the clause.

Annual leave

211. A period of annual leave is expected to be approved where an employee has available credits, subject to operational requirements.
212. Annual leave will be taken at a time that is mutually agreeable to the employee and Creative Australia.
213. Employees are entitled to 4 weeks of annual leave credits for each 12 months of continuous service, accrued on a daily basis. A part-time employee's annual leave entitlement will accrue on a pro rata basis.
214. Annual leave may be taken at half pay. However, unless approved by Creative Australia CEO (or delegate), it may not be taken at half pay where the employee has an excessive leave balance.
215. Annual leave will not accrue during any period of unauthorised absence or leave without pay that is not to count as service.
216. Employees are entitled to payment in lieu of unused accrued annual leave on termination of employment with Creative Australia, based on the employee's hourly rate of pay.
217. Creative Australia may deduct from any money due to the employee on termination an amount equal to the amount already paid to the employee in respect of annual leave taken in advance of such accrual.

Excess annual leave

218. Where an employee has an existing annual leave credit in excess of 8 weeks, the employee will continue to accrue annual leave but will be directed to reduce the outstanding balance to 6 weeks within 2 months, unless a longer period is approved.
219. Employees may accrue leave in excess of 6 weeks in exceptional circumstances such as, but not limited to, major holiday or planning for parental leave. Approval will be contingent on a discussion and agreement between the employee and their manager.

Cashing out annual leave

220. Employees may cash out annual leave that is accrued in excess of 4 weeks on the basis that:
 - a. the employee and manager agree to each cashing out of leave including: the amount of leave to be cashed out; the payment to be made to the employee, and when the payment is to be made; and
 - b. on each occasion of cashing out of leave the agreement must be in writing; and
 - c. the employee has taken at least 2 weeks annual or long service leave in the accrual year, and
 - d. no more than 2 weeks annual leave is cashed out in the accrual year, and
 - e. the employee maintains a minimum balance of 4 weeks' annual leave in their remaining accrued entitlement of paid annual leave; and
 - f. if the employee is under 18 years of age the agreement must be signed by the employee's parent or guardian, and
 - g. the employee must be paid at least the full amount that would have been payable to the employee had they taken the leave they have foregone.

Purchased leave

221. Employees with at least 12 months' continuous service may apply to purchase 1 to 4 weeks of additional annual leave credits each financial year. Credits must be purchased in 1 week blocks, and must be used in the financial year they are purchased. Further information on applications for purchased leave is available to employees in the Creative Australia Leave Policy.

Personal/carer's leave

222. Permanent employees engaged by Creative Australia will be allocated 20 days of full paid personal/carer's leave credits on commencement with Creative Australia, and a further 20 days of full paid personal/carer's leave credits at the beginning of each subsequent year of continuous service.
223. Non-ongoing employees, excluding casuals, engaged by Creative Australia will be allocated the following paid personal/carer's leave credits:
 - a. 1.67 days after each month of continuous service for the first 12 months of continuous service accrued daily; and
 - b. 20 days from the commencement of the employee's second and subsequent years of continuous service.

224. Where an employee obtains workers' compensation benefits for a period during which they received paid personal/carer's leave, Creative Australia will re-credit that paid personal/carer's leave to the employee.
225. Unused paid personal/carer's leave credits will accumulate from year to year without limit but will not be paid out on termination.
226. 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.

Notification

227. An employee must personally notify their manager of their absence, and intention to apply for personal/carer's leave (whether paid or unpaid), as soon as possible but no later than 10.00am on the first day of each period of absence, unless not reasonably practicable. Where the period of expected absence extends beyond that originally notified, the employee must advise their manager as soon as possible.

Evidence

228. Evidence to verify the reason for taking personal/carer's leave:
- a. must be provided for all absences of more than 5 consecutive days; and
 - b. may also be required for any absences:
 - i. in the first 12 months of non-ongoing employment; or
 - ii. where the employee has taken more than 5 days of personal/carer's leave during the accrual year.
229. Where it is not reasonably practicable to provide a certificate from a registered health provider, a statutory declaration made by the employee, or other form of evidence approved by the Creative Australia CEO, may be accepted.
230. A certificate from a registered health practitioner may be used as evidence of a chronic condition for up to 12 months for both personal and carer's leave.

Approval

231. Subject to the availability of paid personal/carer's leave credits, an employee will be granted leave for the following purposes:
- a. due to personal illness or injury;
 - b. to attend appointments with a registered health practitioner;
 - c. to manage a chronic condition; and/ or
 - d. to provide care or support for a family member (including a household member) or a person they have caring responsibilities for; because:
 - i. of a personal illness or injury affecting the person; or
 - ii. of an unexpected emergency affecting the other person; and
 - e. where the employee is moving residence (maximum of 1 day per accrual year); and
 - f. personal or household emergencies.
232. A person that an employee has caring responsibilities for may include a person who needs care because they:

- a. have a medical condition, including when they are in hospital;
 - b. have a mental illness;
 - c. have a disability;
 - d. are frail or aged; and/or
 - e. are a child, not limited to a child of the employee.
233. Employees may apply to access paid personal/carer's leave credits at full or half pay.
234. Where an employee (including an employee engaged on a casual basis) does not have available paid personal/carer's leave credits, unpaid personal/carer's leave of 2 days per occasion will be approved for the reasons specified in clause 231 (a), (b) and (d), and additional unpaid personal/carer's leave may be approved for any reason specified in clause 231. Unpaid personal/carer's leave, subject to clause 228, will count as service for all purposes.
235. Where an employee, other than an employee engaged on a casual basis, does not have available paid personal/carer's leave credits, 2 weeks' paid personal/carer's leave in advance of accrual of the leave may be approved for the same reasons specified in clause 231.
236. An employee who is eligible for unpaid maternity leave but is not eligible for paid maternity leave is entitled to, subject to the availability of paid personal/carer's leave credits, access to up to 2 weeks of their paid personal/carer's leave entitlements on the birth of a child.
237. Where an employee is absent on personal/carer's leave due to personal illness or injury for more than 4 weeks over a 12 month period, the employee may be required to attend a medical examination to provide an opinion on the employee's fitness for work.
238. Personal/carer's leave must not be used for the reasons specified in clause 231 (c), (e) or (f) if it would be detrimental to an employee in any respect, when compared to the NES.
239. Where an employee fails to comply with their obligations as specified in clauses 227-230, the absence may be regarded as unauthorised and without pay.

Re-crediting of leave

240. When an employee is on:
- a. annual leave;
 - b. purchased leave;
 - c. defence reservist leave;
 - d. First Nations ceremonial leave;
 - e. NAIDOC leave;
 - f. cultural leave; or
 - g. long service leave; and
- becomes eligible for, under legislation or this agreement:
- h. personal/carer's leave;

- i. compassionate or bereavement leave;
- j. jury duty;
- k. emergency services leave;
- l. leave to attend to family and domestic violence circumstances; or
- m. parental leave, premature birth leave, stillbirth leave or pregnancy loss leave;

the affected period of leave will be re-credited.

241. 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.
242. Re-crediting is subject to appropriate evidence of eligibility for the substituted leave.

Long service leave

243. An employee is eligible for long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.
244. 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 240 of this agreement.

Miscellaneous leave

245. The CEO may grant leave to an employee in addition to specific leave entitlements contained in this agreement, or in circumstances not provided for elsewhere in this agreement, for purposes the CEO considers to be in the interests of Creative Australia. The CEO will have regard to operational requirements and may require the employee to provide reasonable evidence of the need and/or desirability of the leave requested.
246. 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.
247. If the CEO refuses a request under this clause, they will provide the employee with written advice of their reasons for the refusal.
248. Further information is available in Creative Australia's Leave Policy.

Cultural, ceremonial and NAIDOC leave

NAIDOC leave

249. First Nations employees may access up to two days of paid leave per calendar year to participate in NAIDOC week activities.
250. NAIDOC leave can be taken in part days and is non-accruable.

First Nations ceremonial leave

251. 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. This leave does not accrue.

252. Managers may grant up to 20 days' unpaid leave in any 2 calendar years for First Nations employees for ceremonial purposes arising from the death of a family member or other ceremonial obligations.
253. The CEO may approve additional leave for cultural or ceremonial purposes as miscellaneous leave, with or without pay.
254. First Nations ceremonial leave can be taken as part days.
255. First Nations ceremonial leave is in addition to compassionate and bereavement leave.
256. Unpaid ceremonial leave does not count for service.

Cultural leave

257. 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.
258. The CEO may approve additional leave for cultural purposes as miscellaneous leave, with or without pay.
259. Cultural leave can be taken as part days.
260. For the avoidance of doubt, this leave does not cover cultural purposes or obligations which are eligible for paid leave under clause 251.

Parental leave

261. 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.
262. 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.
263. 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.
264. 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

265. An employee is entitled to parental leave with pay as per clauses 267 and 268 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.
266. Employees newly engaged or who have moved to Creative Australia from an Australian Public Sector agency are eligible for the paid parental leave in clauses 267 and 268 where such paid leave had not already been provided by an Australian Public

Sector 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 Australian Public Sector agency is less than the limits specified in clauses 267 and 268, the balance is available to the employee.

267. An employee who is a primary caregiver is entitled to parental leave with pay during the parental leave period to a maximum of 18 weeks as provided in **Table 1** below.

Table 1: Primary caregivers - circumstances for paid parental leave

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

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

Table 2: Secondary caregivers - circumstances for paid parental leave

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 1 November 2026	14 weeks, or top up to 14 weeks where a lesser period of parental leave has already been provided
On and from 2 November 2026	18 weeks, or top up to 18 weeks where a lesser period of parental leave has already been provided

269. **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.
270. **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.
271. **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

272. 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:
- a. is under 16 as at the day (or expected day) of placement;
 - b. 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
 - c. is not (otherwise than because of the adoption) a child of the employee or the employee's spouse or de facto partner.
273. 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.

Unpaid pre-adoption leave

274. An employee, including a casual employee, is entitled to up to 2 days of unpaid pre-adoption leave to attend interviews or examinations required in order to obtain approval for the employee's adoption of a child. This provision may only be accessed by employees who have not been directed by Creative Australia to take another form of leave

Stillbirth

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

Pregnancy loss leave

277. 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.
278. Pregnancy loss leave is in addition to entitlements to compassionate leave for miscarriage provided under the FW Act and this agreement.

Premature birth leave

279. 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

280. 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 279 until after the legislated paid maternity leave is used.

Part-time work on return from parental leave

281. Employees returning directly from parental leave will be provided with the option to work on a part-time basis up to a maximum period of 24 months inclusive of parental leave taken. Employees returning directly from parental leave after more than 24 months leave may request to work on a part-time basis and the request will only be denied on reasonable business grounds.

282. Notice of intent to take up part-time work is required at least 4 weeks prior to a return from parental leave.

Compassionate leave

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

- a. 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
- b. the employee or their partner has a miscarriage.

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

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

286. For casual employees, compassionate leave is unpaid.

Bereavement leave

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

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

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

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

290. For casual employees, bereavement leave is unpaid.

Emergency response leave

291. 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:
 - a. the time engaged in the activity;
 - b. reasonable travelling time; and
 - c. reasonable recovery time.
292. 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.
293. Paid leave may be refused where the employee's role is essential to Creative Australia's response to the emergency.
294. 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.
295. The CEO may approve reasonable paid or unpaid leave for ceremonial duties and training.
296. Emergency response leave, with or without pay, will count as service.

Jury duty

297. 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.
298. Full and part-time employees will be released from duty on their full rate of pay. Payment for casuals will be as per the relevant state legislation.
299. For the purposes of this clause, full rate of pay is to be as if the employee was at work.
300. The employee is required to inform their manager before they are released from duty and provide evidence of the need to attend.
301. 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 Creative Australia for the period of absence. This will be administered in accordance with the overpayments clause.

Defence reservist leave

302. The CEO will give an employee leave with or without pay to undertake:
 - a. Australian Defence Force (ADF) Reserve and continuous full-time service (CFTS); and
 - b. Australian Defence Force Cadet obligations.
303. An employee who is a Defence Reservist can take leave with pay for:
 - a. up to 4 weeks (20 days) in each financial year (pro-rata for part-time employees); and

- b. an extra 2 weeks (10 days) in the first year of ADF Reserve service (pro-rata for part-time employees).
304. Leave can be built up and taken over 2 consecutive years. This includes the extra 2 weeks in the first year of service.
305. 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:
- a. Australian Navy Cadets;
 - b. Australian Army Cadets; and
 - c. Australian Air Force Cadets.
306. In addition to the entitlement at clause 303 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.
307. Paid defence reservist leave counts for service.
308. Unpaid defence reservist leave for 6 months or less counts as service for all purposes. This includes periods of CFTS.
309. Unpaid leave taken over 6 months counts as service, except for annual leave.
310. An employee will not need to pay their tax free ADF Reserve salary to their agency for any reason.

Defence service sick leave

311. 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:
- a. warlike service; or
 - b. non-warlike service.
312. An eligible employee can get 2 types of credits:
- a. an initial credit of 9 weeks (45 days) defence service sick leave will apply as of the later below option:
 - i. they start employment with Creative Australia; or
 - ii. DVA certifies the condition; and
 - b. an annual credit of 3 weeks (15 days) defence service sick leave.
313. 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.
314. Unused annual credits can be built up to 9 weeks.
315. An employee cannot use annual credits until the initial credit is exhausted.
316. Defence service sick leave is paid and counts as service for all purposes.

Leave to attend proceedings

317. 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.
318. An employee who is not covered under clause 317, 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 Creative Australia.
319. 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.
320. 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.

Section 6: Employee support and workplace culture

Blood donation

- 323. 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.
- 324. The employee must inform their manager in advance of when they will be away from work before donating blood, plasma or platelets.

Vaccinations

- 325. Creative Australia will offer annual influenza vaccinations to all employees at no cost.
- 326. Where Creative Australia 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

- 327. Employees, their partners, and their dependants/children/kin will have access to a confidential, professional counselling service to assist employees (EAP) to manage personal, financial and work-related problems. This service will be provided at no cost to employees by Creative Australia and will be accessible on paid time.

Health promotion

- 328. A fit-for-work scheme to promote improved health and support employees with a medical and/or a work health and safety condition may be reimbursed up to \$100 per financial year, for participating in health related activities undertaken outside of work time. Eligibility and approval is outlined in the Fit-for-Work Scheme application form.

Respect at work

Principles

- 329. Creative Australia values a safe, respectful and inclusive workplace free from physical and psychological harm, harassment, discrimination and bullying. Creative Australia recognises that preventing sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace is a priority.
- 330. Creative Australia 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

- 331. Creative Australia will consult with employees and their unions and/or other representatives in developing, reviewing and evaluating approaches to prevent sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace.

Workloads

332. Creative Australia 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.
333. When determining workloads for an employee or group of employees, Creative Australia will consider the need for employees to strike a balance between their work and personal life.
334. Where an employee or group of employees raise that they have experienced significant workload pressures over a prolonged period of time, Creative Australia 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.

Family and domestic violence support

335. Creative Australia will provide support for employees affected by family and domestic violence, depending on the employee's circumstances.
336. Creative Australia recognises that a holistic approach should be taken to support the employee, appropriate for the employee's individual circumstances.
337. Family and domestic violence support, including paid leave, are available to all employees covered by this agreement.
338. 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:
 - a. illness or injury affecting the employee resulting from family and domestic violence;
 - b. 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;
 - c. 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;
 - d. making arrangements for the employee's safety, or the safety of a close relative;
 - e. accessing alternative accommodation;
 - f. accessing police services;
 - g. attending court hearings;
 - h. attending counselling; and
 - i. attending appointments with medical, financial or legal professionals.
339. 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.

340. 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.
341. These family and domestic violence support clauses do not reduce an employee's entitlement to family and domestic violence leave under the NES.
342. Paid miscellaneous leave available under this clause is paid for permanent and non-ongoing employees at their full rate as if they were at work.
343. 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.
344. Evidence may be requested to support Creative Australia 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 Creative Australia will require, unless the employee chooses to provide another form of evidence.
345. 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.
346. Creative Australia will take all reasonable measures to treat information relating to family and domestic violence confidentially. Creative Australia will adopt a 'needs to know' approach regarding communication of an employee's experience of family and domestic violence, subject to steps Creative Australia may need to take to ensure the safety of the employee, other employees or persons, or mandatory reporting requirements.
347. Where Creative Australia needs to disclose confidential information for purposes identified in clause 346, where it is possible Creative Australia will seek the employee's consent and take practical steps to minimise any associated safety risks for the employee and/or privacy breaches.
348. Creative Australia 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.
349. 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.
350. Creative Australia 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.
351. Further information about leave and other support available to employees affected by family and domestic violence may be found in policy.

Lactation and breastfeeding support

352. Reasonable paid time during work hours will be provided for lactation breaks for breastfeeding, expressing milk and other associated activities.
353. Creative Australia will provide access to appropriate facilities for the purpose of breastfeeding or expressing milk, subject to clause 354. In considering whether a space is appropriate, an agency should consider whether:
 - a. there is access to refrigeration;

- b. the space is lockable; and
 - c. there are facilities needed for expressing, such as appropriate seating.
354. Where it is not practicable for a Creative Australia site to have a designated space, a flexible approach will be taken so that the employee can access the support required.
355. Creative Australia will facilitate discussion between individual employees and their managers about accommodating the employee's lactation needs and practical arrangements to meet these needs.
356. 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.

Disaster support

357. 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.
358. 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.
359. 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 7: Performance and development

Performance management

360. Employees must participate in Creative Australia's performance and development framework and maintain a current agreement.
361. The development of individual performance agreements is the joint responsibility of the employee and their manager with a purpose of:
 - a. developing appropriate key performance indicators (KPIs) that align to the employee's classification and accountabilities; and
 - b. identifying relevant opportunities to extend and develop the employee's skills and capability; and
 - c. providing regular feedback on how employees are progressing against their KPIs and expected behavioural standards.
362. The performance cycle runs from 1 July to 30 June each year and includes a mid-term review and an annual review.
363. Employees must have a current performance agreement in place and be rated 'Meeting Expectations' (or equivalent) to be eligible for salary advancement.
364. Detailed arrangements on the operation and administration of individual performance agreements are outlined in the Performance and Development Policy.

Managing underperformance

365. 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, rather than at the end of the cycle.
366. Where a manager considers a non-probationary employee to be performing below a satisfactory standard, they will initiate a performance improvement process as soon as practicable.
367. When a manager makes an assessment in the annual performance review that an employee is 'Not Meeting Expectations' (or equivalent) a performance improvement process will be initiated.
368. Where underperformance is identified, Creative Australia will work with affected employees and their managers to attain and sustain the standards required.
369. Further information and guidance for managing underperformance is available in the Performance and Development Policy.
370. Where, following the performance improvement process, employees do not attain and sustain the expected standards, Creative Australia may terminate their employment. The only avenue for appeal against termination of employment is through the provisions of the FW Act.

Learning and development

371. Individual performance agreements include a development plan for employees to identify opportunities to become more effective in their current position and create an action plan for ongoing professional/career development.
372. Creative Australia will support learning through a range of programs. Learning opportunities will have regard to role, business and operational needs.

Studies Assistance

373. Employees are eligible to apply for studies assistance after 12 months of continuous service, provided that the course of study is related to the employee's current position at Creative Australia and included in the development plan of the individual performance agreement.
374. Studies assistance is an investment in the acquisition of skills and knowledge that will be utilised in the employee's present position at Creative Australia.
375. Studies assistance may consist of one or more of the following:
 - a. leave (paid and unpaid); or
 - b. flexible working hours; or
 - c. financial assistance; or
 - d. examination leave; or
 - e. text books.
376. The maximum amount of financial studies assistance per employee, including reimbursement for the cost of textbooks, is \$2,500 per annum.

Section 8: Travel and relocation assistance

Travel

Recognition of travel time

377. Travel for approved business purposes, wherever possible, should be undertaken during the standard bandwidth hours. An employee classified in Bands 1 to 4 required to travel for approved business purposes may record time spent working or in transit as standard hours (in electronic timesheet entry and in conjunction with FWH arrangements in clauses 104–109).
- a. Travel time will not be paid as overtime.
 - b. Reasonable time off in lieu may be granted where employees are directed to travel for approved business purposes outside the bandwidth.

Travel expenses and allowances

378. Employees required to travel either domestically or overseas for approved business purposes will be paid a travel allowance or provided with a corporate credit card to cover reasonable expenses. The maximum amounts payable for travel costs will be the reasonable travel allowance rates set by the ATO, including the references to travel outside of Australia. The Travel Policy provides further details on how travel allowances are administered.
379. Advance travel allowances or reimbursement of expenses cannot be claimed by employees for any relevant meals and/or accommodation that was, or will be, provided or paid for by Creative Australia, or as a consequence of attending official duties.
380. Where an employee does not undertake the anticipated approved travel or travels for a lesser period, they will repay any advance allowances paid for the travel not undertaken.

Domestic travel allowance

381. An employee who undertakes travel for business purposes and is required to be away from home overnight, will be entitled to payment for reasonable accommodation, meals and incidental costs incurred during the travel.
382. Where possible, Creative Australia will book and pay for approved employee travel and accommodation directly. Employees who do not hold a corporate credit card will be given an advance allowance to cover meals and incidentals.
383. Calculation of meal allowances for travel under clause 381 will be based on:
- a. Breakfast: where the employee departs before or returns after 7:00am; or
 - b. Lunch: where the employee departs before or returns after 1:00pm; or
 - c. Dinner: where the employee departs before or returns after 7:00pm.
384. Incidentals are payable for all periods of 24 hours and/or part thereof in connection with clause 381.
385. Where an employee chooses to stay in non-commercial accommodation, the employee may access up to \$60 per night to meet expenses associated with staying in non-commercial accommodation.

International travel allowance

386. Employees who hold a corporate credit card will be authorised to expend reasonable costs for accommodation, meals and incidentals while on approved travel for business purposes outside of Australia. Credit card reconciliations for such travel expenditure will be in line with the Travel Policy.
387. An employee who does not hold a corporate credit card will be provided with an acquitable cash advance to cover accommodation, meals, and incidentals. Any unspent portion of the advance must be repaid by the employee.

Motor vehicle allowance

388. An employee may be authorised to use their private vehicle for approved business purposes, providing it is registered and comprehensively insured. The employee will be paid the lesser of:
- a. the transport costs which would otherwise have been paid by Creative Australia, including any discounted fares that would have been available; or
 - b. in accordance with rates set by the ATO.

Relocation assistance

389. Where an existing employee is required to relocate at the request of Creative Australia (such as a promotion), the employee will be provided with financial relocation assistance. Employees who relocate on a temporary basis to take up higher duties are entitled to removal expenses if they relocate for a period of 13 weeks or more.
390. Where an employee is required to relocate on engagement with Creative Australia, the employee may be provided with financial relocation assistance.
391. The nature and amount of relocation assistance will be determined on a case-by-case basis and may include:
- a. the cost of transport of the employee, their dependents and partner by the most economical means;
 - b. removal expenses, namely the reimbursement of reasonable incurred costs of the removal of furniture and household effects of the employee, dependants and partner;
 - c. the reimbursement of the cost of the insurance premium based on a reasonable replacement value; and
 - d. reasonably incurred expenses in the kennelling and transport of pets.
392. Additional relocation assistance may be considered at the discretion of the CEO.

Section 9: Consultation, representation and dispute resolution

Consultation

Principles

393. This term applies if Creative Australia:

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

Major change

394. For a major change referred to in clause 393 a

- a. Creative Australia must notify the relevant employees of the decision to introduce the major change; and
- b. Clauses 395 to 400 apply.

Representation

395. The relevant employees may appoint a representative for the purposes of the procedures in this term.

396. If:

- a. a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- b. the employee or employees advise Creative Australia of the identity of the representative;

Creative Australia must recognise the representative.

396. As soon as practicable after making its decision, Creative Australia, must:

- a. discuss with relevant employees:
 - i. the introduction of the change:
 - ii. the effect the change is likely to have on the employees; and
 - iii. measures Creative Australia is taking to avert or mitigate the adverse effect of the change on the employees; and
- b. for the purposes of the discussion—provide in writing, to the relevant employees:
 - i. all relevant information about the change, including the nature of the change proposed; and
 - ii. information about the expected effects of the change on the employees; and
 - iii. any other matters likely to affect the employees.

397. However, Creative Australia is not required to disclose confidential or commercially sensitive information to the relevant employees.
398. Creative Australia must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
399. If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of Creative Australia, the requirements set out in paragraph a and clauses 395 and 396 are taken not to apply.
400. In this term, a major change is **likely to have a significant effect on employees** if it results in:
- a. the termination of the employment of employees; or
 - b. major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - c. the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - d. the alteration of hours of work; or
 - e. the need to retrain employees; or
 - f. the need to relocate employees to another workplace; or
 - g. the restructuring of jobs.

Change to regular roster or ordinary hours of work

401. For a change referred to in clause 395(b):
- a. Creative Australia must notify affected employees of the proposed change.
 - b. Clauses 402 to 406 apply.
402. The relevant employees may appoint a representative for the purposes of the procedures in this term.
403. If:
- a. a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - b. the employee or employees advise Creative Australia of the identity of the representative;
- Creative Australia must recognise the representative.
404. As soon as practicable after proposing to introduce the change, Creative Australia must:
- a. discuss with the relevant employees the introduction of the change; and
 - b. for the purposes of the discussion—provide to the relevant employees:
 - i. all relevant information about the change, including the nature of the change; and
 - ii. information about what Creative Australia reasonably believes will be the effects of the change on the employees; and

- iii. information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - c. invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
405. However, Creative Australia is not required to disclose confidential or commercially sensitive information to the relevant employees.
406. Creative Australia must give prompt and genuine consideration to matters raised about the change by the employees.
407. In this term, **relevant employees** means the employees who may be affected by a change referred to in clause 393.

Interaction with emergency management activities

408. 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.

Workplace consultative committee

409. Creative Australia values feedback and is committed to communicating and consulting with employees and, where they choose, their representative/s about the implementation and operation of this agreement and issues affecting their entitlements and conditions of employment.
410. The Creative Australia Workplace Consultative Committee (WCC) will operate subject to the terms of reference and structure for the term of the agreement. Representation on the committee will be in accordance with the terms of reference with management and employee representatives.
411. The role of workplace representatives, including union representatives, will be respected and facilitated in accordance with the FW Act.

Dispute resolution

413. If a dispute relates to:
- a. a matter arising under the agreement; or
 - b. the National Employment Standards;
- this term sets out procedures to settle the dispute.
414. An employee or union who is covered by this agreement may initiate and/or be a party to a dispute under this term.
415. 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.
416. 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.

417. 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 416 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.
418. The Fair Work Commission may deal with the dispute in 2 stages:
- a. the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - b. if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - i. arbitrate the dispute; and
 - ii. 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 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.

419. While the parties are attempting to resolve the dispute using the procedures in this term:
- a. an employee must continue to perform their work as they would normally in accordance with established custom and practice at Creative Australia that existed immediately prior to the dispute arising unless they have a reasonable concern about an imminent risk to their health or safety; and
 - b. subject to 419 (a) 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:
 - i. the work is not safe; or
 - ii. applicable work health and safety legislation would not permit the work to be performed; or
 - iii. the work is not appropriate for the employee to perform; or
 - iv. there are other reasonable grounds for the employee to refuse to comply with the direction.

420. The parties to the dispute agree to be bound by a decision made by the FWC in accordance with this term.

421. Any disputes arising under the Australia Council Enterprise Agreement 2017–2020 or the NES that were formally notified under clause 30 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

422. Where the provisions of clauses 413 to 416 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 414, 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 417.

Delegates' rights

423. 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 Creative Australia.
424. The role of union delegates is to be respected and supported.
425. Creative Australia and union delegates will work together respectfully and collaboratively.

Supporting the role of union delegates

426. Creative Australia respects the role of union delegates to:
 - a. provide information, consult with and seek feedback from employees in the workplace on workplace matters;
 - b. consult with other delegates and union officials, and get advice and assistance from union officials;
 - c. represent the interests of members to the employer and industrial tribunals; and
 - d. represent members at relevant union forums, consultative committees or bargaining.
427. Creative Australia 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.
428. 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.
429. To support the role of union delegates, Creative Australia will, subject to legislative and operational requirements, including privacy and security requirements:
 - a. provide union delegates with reasonable access to agency facilities and resources, including for paid or unpaid meetings between employees and their unions and to communicate with union officials;
 - b. advise union delegates and other union officials of Creative Australia facilities and resources available for their use, which may include telephone, photocopying, internet, and email;
 - c. allow reasonable official union communication appropriate to Creative Australia from union delegates with employees, including through email, intranet pages and notice boards. This may include providing a link to a union website for employees to access union information. Any assistance in facilitating email communications does not include an agency vetoing reasonable communications;
 - d. provide access to new employees as part of induction; and
 - e. provide reasonable access to union delegates to attend appropriate paid time training in workplace relations matters, during normal working hours.
430. Where employees are elected as officials of a trade union or professional association, they are not required to seek permission from the workplace or Creative Australia before speaking publicly in that capacity, subject to Creative Australia's Code of Conduct and legislative requirements.

Section 10: Separation and retention

Resignation

431. Employees, other than casual employees who can resign without notice, are required to give the following minimum notice when resigning from employment with Creative Australia unless a shorter period is agreed.

Bands 5 and 6: 8 weeks

Bands 1 to 4: 4 weeks

432. Where an employee fails to give the required period of notice when resigning from employment, Creative Australia may, having regard to the circumstances, deduct an amount of salary equivalent to the quantum of the period of notice that has not been worked from monies owing to the employee.

Notice of termination

433. Creative Australia may terminate the employment of an employee, other than a casual employee, provided the employee is given notice in writing, or a payment in lieu of part or all of that notice period, in accordance with the NES, unless a more generous notice period is provided for specific purposes in this agreement.

434. Creative Australia may terminate the employment of a casual employee by providing notice of the termination. The termination may take effect immediately.

435. Termination of, or a decision to terminate employment, can only be reviewed through the provisions of the FW Act.

436. Subject to compliance with the procedures established for determining whether an employee has breached the Code of Conduct, nothing in this agreement prevents Creative Australia from terminating the employment of an employee for serious misconduct, without further notice of payment in lieu in accordance with s123 of the FW Act.

Redundancy, redeployment and retention of permanent employees

437. Clauses 437-472 apply only to permanent, non-probationary employees who are in positions at Creative Australia that become redundant, as per the definition in clause 438.

Definition of a redundant position

438. A position may be declared redundant where:

- a. it is included in a group of positions which comprises a greater number of positions than is necessary for the efficient and economical working of Creative Australia; or
- b. the work of the position cannot be effectively done because of technological or other changes in the work methods of Creative Australia, or changes in the nature, extent or organisation of the functions of Creative Australia; or
- c. where the work performed by an employee is to be performed in a different locality and the employee is not willing to perform duties at the locality.

Consultation with potentially excess employees

439. The employee is notified in an initial discussion with their manager that their position is potentially redundant. At this point, the employee is notified of available options (redeployment, retention, redundancy) and relevant calculations of their entitlements will be provided, inclusive of any notice period and future termination dates.
440. The employee may choose to include a representative in any discussions held as part of this process.
441. Subject to clauses 452 and 453, a formal consideration period of 1 month will commence following the initial discussion at clause 439. During this period the employee must advise if they wish to accept an offer of redundancy or seek retention.
442. Where there are multiple excess positions, Creative Australia will establish, through discussions outlined in clauses 439 to 440, which employees want to be offered redundancy immediately and which employees seek redeployment.

Expression of interest for voluntary redundancy

443. Where an employee who has been notified under clause 439 advises that they do not want to accept redundancy, Creative Australia is expected to seek expressions of interest for voluntary redundancy from other employees at the same classification who are in positions for which the excess employee will be able to perform the required duties.
444. Employees who express an interest in accepting an offer of voluntary redundancy will be provided with all information including termination calculations. An expression of interest under clause 443 is not a guarantee that Creative Australia will take up the offer of voluntary redundancy. The decision will be considered on the basis of merit.
445. Creative Australia may withdraw an offer of voluntary redundancy, with the agreement of the employee, at any time, up until a notice of termination is provided under clause 447.
446. Where no employee expresses an interest in voluntary redundancy under clauses 443-444, the original employee will be advised of this outcome. The retention period is taken to have commenced from the date of the redundancy notification at clause 439.
447. Creative Australia may declare a position redundant 1 month after the discussion referred to in clause 439. At this time, the employee will receive written notification of this decision, including a copy of their redundancy entitlements.

Redeployment

448. An employee whose position is made redundant will be placed in an available vacant position at the same classification where they are considered to be capable of performing the required duties at a satisfactory standard following a reasonable period of training.
449. Where there are more redundant positions than available vacant positions, employees whose positions have been made redundant will be placed in the vacant positions on the basis of relative merit.

Reduction in classification

450. Where there is an available vacant position at a lower classification, an employee whose position is made redundant may request redeployment to the available position, and this request is expected to be granted.

451. Where such agreement is reached, the employee will be paid at their former classification for 6 months.

Confirmation of redundancy

452. Where an employee whose position has been made redundant cannot be placed in an available vacant position, Creative Australia will confirm to the employee that their employment will, subject to any retention period under clauses 464–468, be terminated due to redundancy. The employee will be provided with confirmation of the:

- a. amount of severance pay, pay in lieu of notice and cashable leave credits;
- b. options open to the employee concerning superannuation; and
- c. taxation rules applying to the various payments.

Period of notice

453. The termination notice period will start from the date of the written notification under clause 447.

454. If, at the time of the discussion under clause 439 there is no opportunity for redeployment, the notice period will be paid out, provided the employee and Creative Australia agree.

455. If at any stage during the notice period it becomes apparent that there are no opportunities available for redeployment, the employee and Creative Australia may agree that the remainder of the notice period be paid out and the employment relationship terminated.

456. Where an employee's employment is terminated due to redundancy, the minimum period of notice is 4 weeks, or 5 weeks for employees over 45 with at least 5 years of service.

Severance benefit

457. Subject to clause 458, an employee whose employment is terminated due to redundancy is entitled to a severance payment equal to 2 weeks' salary for each completed year of continuous service, plus a pro rata severance payment for completed months of service since the last completed year of service. The severance payment is subject to any minimum amount to which the employee is entitled under the NES but incorporates any redundancy payment to which the employee is entitled under the NES.

458. The severance payment will be calculated on a pro rata basis for any period during an employee's period of service in which they have worked part-time hours.

459. The minimum severance payment will be 4 weeks' salary and the maximum will be 48 weeks' salary.

460. For the purposes of clause 457, the period of continuous service includes:

- a. service with Creative Australia; and
- b. any service recognised for the accrual of long service leave under the Long Service Leave (Commonwealth Employees) Act 1976.

461. For the purposes of clause 457 the period of continuous service does not include any service which ceased:

- a. through termination on the following grounds, or on a ground equivalent to any of the following grounds:

- i. the employee lacks, or has lost, an essential qualification for performing their duties; or
 - ii. non-performance, or unsatisfactory performance, of duties; or
 - iii. inability to perform duties because of physical or mental incapacity; or
 - iv. failure to satisfactorily complete an entry level training course; or
 - v. failure to satisfactorily complete a probationary period; or
 - vi. a breach of the Code of Conduct; or
 - b. through retrenchment at or above the minimum retiring age applicable to the employee; or
 - c. with the payment of a severance payment or similar payment or an employer-financed retirement benefit.
462. For the purposes of clause 457, absences from work that do not count as service for long service leave purposes will not count as service for severance pay purposes.
463. For the purposes of calculating an employee's severance payment, the employee's salary will be the higher of:
- a. the employee's salary at their permanent classification; or
 - b. the salary payable at a higher classification where the employee has been temporarily performing work and has been paid at that higher classification for a period of at least 12 months immediately preceding the date on which the employee was given notice of their retrenchment, and will include any other allowances in the nature of salary which are paid during periods of annual leave and on a regular basis, but excluding any allowances which are of a reimbursement nature or a payment for disabilities associated with the performance of duty.

Retention period

464. An excess employee will be subject to a retention period of:
- a. 13 months where an employee has 20 or more years of service or is over 45 years of age; or
 - b. 7 months for other employees.
465. If an employee is entitled to a redundancy payment in accordance with the NES, the relevant period in clauses 464.a and 464.b is reduced by the number of weeks' redundancy pay that the employee will be entitled to under the NES on termination of employment.
466. The retention period will be deemed to have commenced on the date when the employee is initially advised under clause 439 that their position is excess.
467. During the retention period, Creative Australia will continue to take reasonable steps to find alternative employment for the excess employee.
468. Unless the employee agrees otherwise, Creative Australia will not terminate the employment of an excess employee on the grounds of redundancy until the applicable retention period has passed.

Reduction in classification during retention period

469. During the retention period, Creative Australia may, with reasonable notice, reduce an excess employee's classification as a means of securing alternative employment for the employee.
470. Where the classification of an excess employee is reduced under clause 450, the employee will be entitled to income maintenance payments to maintain their salary at the previous classification for the duration of the retention period. For these purposes, salary is defined the same as in clause 463.

Termination at the end of retention period

471. Where redeployment of an excess employee has not been achieved, the employee may be provided with notice of termination with effect from no earlier than the end of the retention period subject to clauses 464 and 465.
472. Where an employee's employment is terminated at or after the end of the retention period, the employee must be provided with at least 4 weeks' notice, or 5 weeks if the employee is over 45 years of age and has at least 5 years of service. The notice period may be within the retention period.

Redundancy and redeployment for maximum term employees

Eligibility

473. Maximum term employees must have had 12 months continuous employment with Creative Australia at the time they are given the written notice of the termination of employment, to be eligible under this provision.

Redundancy

474. Employees may become redundant when:
- a. Creative Australia no longer requires the employee's job to be done by anyone, or
 - b. the services of the employee cannot be effectively used because of technological or other changes in work methods or changes in the nature, extent or organisation of the functions of Creative Australia.

Redeployment

475. Creative Australia will consider whether the employee may reasonably be transferred to a vacant position at the same classification level for the remainder of their current employment contract. If not, Creative Australia may terminate their employment subject to clause 476.

Notice of termination and payment in lieu

476. Creative Australia will provide the employee with written notice of the date of the termination of employment. The notice period will be:

Years of continuous service with Creative Australia	Notice period
More than 1 year to 2 years	2 weeks
More than 2 years to 5 years	3 weeks
More than 5 years	4 weeks

The employee is over 45 years of age and has completed at least 2 years continuous service	1 additional week
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477. Creative Australia may elect to pay all or part of the notice period in lieu. Payment in lieu will be calculated based on the payment the employee would have received for ordinary time worked during the remainder of the notice period.
478. An employee who has been given notice of termination may terminate their employment any time during the notice period, but will not be paid in lieu for the balance of the notice period.

Continuous service for payment

479. For the purposes of calculating an entitlement, continuous service means the period of unbroken service with Creative Australia less any absences which do not count as service for long service leave purposes.

Severance benefit

480. Severance benefit will be calculated as per clauses 457 to 463, except for sub-clause 463.a where 'permanent classification' is replaced by 'salary at the maximum term employee's contract classification'.

Assistance

481. Any employee (permanent or maximum term) whose position is made redundant is entitled to:
- a. reimbursement of up to \$600 of the cost involved in obtaining financial and career advice about the retrenchment on provision of receipt; and
 - b. reasonable time off without loss of pay during the notice period for the purpose of seeking other employment. If the employee has utilised more than 1 day's paid leave for this purpose, the employee must, at the request of Creative Australia, provide proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.

Abandonment of employment

482. Where an employee is absent from work without notification for 5 working days, Creative Australia will take all reasonable steps to contact the employee.
483. When the unauthorised absence reaches 10 working days, the employee will be considered to have abandoned their employment and will be terminated.
484. Where this occurs the employee will be paid out all entitlements to the bank account listed in the employee's file in the payroll system.
485. Prior to termination, Creative Australia will ensure that all reasonable steps to contact the employee have been implemented.
486. Where an employee has a reasonable explanation for their absence and can provide evidence of that absence, their employment with Creative Australia will be deemed to be continuing from the date of termination.

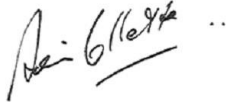
Payment on death of an employee

487. 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.

Formal Acceptance of Agreement and Signatories

Employer

Signed for, and on behalf, of Creative Australia



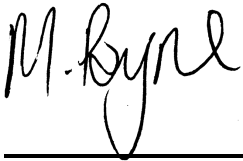
Adrian Collette AM

Chief Executive Officer

Creative Australia; Level 5, 60 Union St, Pyrmont NSW 2009

Bargaining Representative: Community and Public Sector Union

Signed for, and on behalf, Community and Public Sector Union



Melissa Payne

CPSU Assistant National Secretary

54-58 Foveaux St, Surry Hills NSW 2010

Attachment A – Supported Wage System

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

Definitions

2. In this schedule:

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

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

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

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

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

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

Eligibility criteria

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

Supported wage rates

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

Table 1 Applicable percentage of relevant minimum wage paid to applicable employees

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

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

Assessment of capacity

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

Lodgement of SWS wage assessment agreement

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

Review of assessment

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

Other terms and conditions of employment

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

Workplace adjustment

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

Trial period

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

Attachment B – Classification Structure

Salary classification		Increases			
			Year 1	Year 2	Year 3
		3 November 2022	3 November 2023	3 November 2024	3 November 2025
			4.0%	3.8%	3.4%
Band 1	1-1	\$ 49,155	\$ 51,121	\$ 53,064	\$ 54,868
	1-2	\$ 50,202	\$ 52,210	\$ 53,494	\$ 56,037
	1-3	\$ 51,214	\$ 53,263	\$ 55,287	\$ 57,167

Band 2	2-1	\$ 53,219	\$ 55,348	\$ 57,451	\$ 59,404
	2-2	\$ 53,888	\$ 56,044	\$ 58,174	\$ 60,152
	2-3	\$ 55,302	\$ 57,514	\$ 59,700	\$ 61,730
	2-4	\$ 56,739	\$ 59,009	\$ 61,251	\$ 63,334
	2-5	\$ 58,156	\$ 60,482	\$ 62,780	\$ 64,915
	2-6	\$ 59,733	\$ 62,122	\$ 64,483	\$ 66,675
	2-7	\$ 61,285	\$ 63,736	\$ 66,158	\$ 68,407
	2-8	\$ 62,844	\$ 65,358	\$ 67,842	\$ 70,149
	2-9	\$ 64,471	\$ 67,050	\$ 69,598	\$ 71,964
	APP	\$ 66,575	\$ 69,238	\$ 71,869	\$ 74,313

Band 3	3-1	\$ 66,575	\$ 69,238	\$ 71,869	\$ 74,313
	3-2	\$ 68,690	\$ 71,438	\$ 74,153	\$ 76,674
	3-3	\$ 70,480	\$ 73,299	\$ 76,084	\$ 78,671
	3-4	\$ 72,284	\$ 75,175	\$ 78,032	\$ 80,685
	3-5	\$ 74,255	\$ 77,225	\$ 80,160	\$ 82,885
	3-6	\$ 76,578	\$ 79,641	\$ 82,667	\$ 85,478
	3-7	\$ 78,738	\$ 81,888	\$ 85,000	\$ 87,890
	3-8	\$ 80,197	\$ 83,405	\$ 86,574	\$ 89,518
		APP	\$ 81,679	\$ 84,946	\$ 88,174

Band 4	4-1	\$ 80,200	\$ 83,408	\$ 86,578	\$ 89,522
	4-2	\$ 82,196	\$ 85,484	\$ 88,732	\$ 91,749
	4-3	\$ 84,448	\$ 87,826	\$ 91,163	\$ 94,263
	4-4	\$ 88,693	\$ 92,241	\$ 95,746	\$ 99,001
	4-5	\$ 92,127	\$ 95,812	\$ 99,453	\$ 102,834
	4-6	\$ 93,969	\$ 97,728	\$ 101,442	\$ 104,891
		APP	\$ 95,851	\$ 99,685	\$ 103,473

Band 5	5-1	\$ 102,649	\$ 106,755	\$ 110,812	\$ 114,580
	5-2	\$ 110,858	\$ 115,292	\$ 119,673	\$ 123,742
	APP	\$ 115,230	\$ 119,839	\$ 124,393	\$ 128,622

Band 6	6-1	\$ 118,337	\$ 123,070	\$ 127,747	\$ 132,090
	6-2	\$ 124,858	\$ 129,852	\$ 134,786	\$ 139,369
	6-3	\$ 134,198	\$ 139,566	\$ 144,870	\$ 149,796
	APP	\$ 138,678	\$ 144,225	\$ 149,706	\$ 154,796