AUSTRALIAN INSTITUTE OF HEALTH AND WELFARE

ENTERPRISE AGREEMENT 2012–2014
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SECTION 1 – SCOPE OF AGREEMENT

1. This Agreement, made under section 172 of the Fair Work Act 2009 (FW Act), provides the terms and conditions of employment for the Institute for the life of the Agreement. It makes an important contribution to improving productivity, equipping the Institute to respond more effectively to the challenges of its business environment, and at the same time enhancing the quality of the working lives of employees. Realising these goals will require the continuing commitment, trust and cooperation of managers and employees.

Coverage and Persons Bound

2. This Agreement is made between the Director of the Institute, on behalf of the Commonwealth, and all employees of the Institute who are employed under the Public Service Act 1999 in classifications other than the Senior Executive Service and covers the Community and Public Sector Union (CPSU) provided it is authorised by Fair Work Australia.

Operation of this Agreement

3. This Agreement will operate until 30 June 2014.

4. This Agreement states the terms and conditions of employment of the employees covered by this Agreement other than terms and conditions applying under Commonwealth law.

5. From the commencement of this Agreement, a party to the Agreement or an employee whose employment is subject to the Agreement shall not pursue further claims for terms and conditions of employment that would have effect during the period of operation of this Agreement, except where consistent with the terms of this Agreement.

6. Should, during the life of this Agreement, legislative change or other factors affect employees' conditions of employment, the parties to this Agreement agree to confer on any action that might be appropriate to ensure that the objectives of the Agreement continue to be achieved.

7. It is acknowledged that employment at the Institute is subject to the provisions of the following Acts (and regulations or instruments made under the Acts) amongst others:

   (i) Australian Institute of Health and Welfare Act 1987;
   (ii) Fair Work Act 2009;
   (iv) Long Service Leave (Commonwealth Employees) Act 1976;
   (v) Maternity Leave (Commonwealth Employees) Act 1973;
   (vi) Paid Parental Leave Act 2010;
   (vii) Public Service Act 1999;
   (viii) Privacy Act 1988;
   (ix) Safety Rehabilitation and Compensation Act 1988;
   (x) Superannuation Act 1976;
   (xi) Superannuation Act 1990;
   (xii) Superannuation Act 2005;
   (xiii) Superannuation Productivity Benefit Act 1988; and

**Delegations**

8. The Director may delegate any or all of his or her powers and functions under this Agreement other than the power to delegate and may do so subject to conditions. The Director may issue instructions to facilitate the exercise of powers and functions under this Agreement.
SECTION 2 – OUR WORKPLACE

Mission and Values

9. The parties to this Agreement acknowledge and endorse the mission statement for the Institute as defined in the 2011-14 Strategic Directions:

*Authoritative information and statistics to promote better health and wellbeing.*

10. The parties to this Agreement acknowledge the APS values and code of conduct, and the authority that they carry under the *Public Service Act 1999*. The parties also acknowledge the Values of the Institute as defined in the Institute’s Strategic Directions. All employees contribute to the work of the Institute by following the Institute’s Values in their work. The Institute’s Values may be subject to revision in future Corporate Plans.

11. The parties to this Agreement will work to reduce the impact of the Institute’s operations on the environment.

Objectives

12. The objectives of this Agreement are to:

(i) deliver a flexible and competitive employment framework to staff
(ii) maintain a strong commitment to the health, safety and wellbeing of staff
(iii) foster an environment of high performance and client service by teams and individuals
(iv) assist staff to balance their work and personal lives
(v) support staff learning and development and facilitate organisational improvement.

Safe and Healthy Work Environment

13. The Institute is committed to providing a safe and healthy work environment for all staff, including providing return to work opportunities for ill and injured staff, consistent with all legislative obligations. The Institute acknowledges that a healthy working environment is free from bullying and harassment, and that excessive workloads may pose a threat to the health and wellbeing of employees.

14. The Institute will, in consultation with employees, or, where they choose, their representatives, monitor work health and safety (WHS) issues and develop, maintain and enforce policies and strategies. Further information is available in the Institute’s Health and Safety Management Arrangements (HSMA), made in consultation with staff and their representatives.

15. Wherever possible, disputes arising in relation to the HSMA will be promptly resolved at the workplace level. Where this is not possible, the dispute may be referred to more senior levels of management, including the Director. Where the dispute cannot be satisfactorily resolved locally or under the HSMA and/or the *Work Health and Safety Act 2011*, the matter can be resolved using the dispute resolution procedures set out in this Agreement.
Confidentiality

16. Employment (and access to data) at the Institute is dependent upon the employee undertaking to work under conditions of the *Australian Institute of Health and Welfare Act 1987* and will not commence until an employee has signed an undertaking. A person who, whilst in the employ of the Institute, explicitly revokes in writing his or her undertaking will be directed to take leave *without pay*.

Equity and Diversity

17. It is intended that the principle of equity of treatment should govern interpretation of clauses in this Agreement. A number of clauses are designed with inbuilt flexibility to enable managers to better meet the operational requirements of the Institute while ensuring a productive and supportive working environment that meets the professional, personal and family needs of staff. Principles of equity and procedural fairness should underpin decision-making in cases where a manager is required to exercise discretion in determining employees’ working arrangements.

18. The Institute values fairness, equity and diversity. The Institute is committed to preventing and eliminating discrimination on the basis of age, colour, disability, family responsibilities, marital status, national extraction, political opinion, pregnancy, race, religion, sex, sexual preference, social origin, and union membership or non-membership.

19. The Institute believes that providing employment opportunities to Aboriginal and Torres Strait Islander people is an important part of enriching the statistics and advice we provide to policy and community debate. The Institute will strive to increase Indigenous employment in our workforce and work towards the Australian Public Service target of 2.7% Indigenous staff by 2015.

20. The Institute will facilitate the employment of people with a disability and monitor and report annually on the number of staff identifying as having a disability.

Participative Work Practices

21. The Institute is committed to consulting employees about workplace matters affecting them in a spirit of cooperation and trust. The Institute values and encourages full and constructive staff participation in corporate activities and acknowledges that this requires a commitment of time away from other work, which will be taken into account by managers. The Institute recognises the legitimate role of employee representative bodies and other elected employee representatives in advocating the views of Institute employees.

22. The Institute will:

   a) ensure that employees receive information on workplace issues that affect them and have the genuine opportunity to contribute to, and have their views considered on, those issues before a final decision is made;
   
   b) support the objectives of co-operative workplace relations; and
   
   c) recognise the principles of Freedom of Association.

23. In any matter arising under this Agreement, an employee may have a representative (which may be a union representative) assist, represent or
advocate on behalf of the employee where appropriate. All relevant parties will deal with such representatives in good faith.

24. The role of workplace delegates is to be respected and facilitated in accordance with the Principles Relating to Workplace Delegates set out at Attachment C.

25. Consultation involves formal and informal processes at the Institute, group and unit level through which all employees have the opportunity for direct input. Consultation includes discussion of a wide range of issues, including financial and human resource planning, workplace diversity, work organisation and structures and general employee issues.

26. The role of workplace delegates is to be respected and facilitated in accordance with the Principles Relating to Workplace Delegates set out at Attachment C.

27. The peak body for formal consultation will be the Consultative Committee. The Director will consult with employees via the Consultative Committee on issues relating to the implementation and operation of this Agreement, issues affecting entitlements covered by this Agreement and any proposed changes to Work Level Standards. The Consultative Committee will comprise the Director, two management representatives nominated by the Director, two staff members elected by all staff and two staff members elected by and from staff who are members of the CPSU. Elections for the staff members will be held at least every three years. The AIHW staff board member will attend as an observer and the People Unit will provide the Secretariat. The Consultative Committee will meet at least four times a year. With the agreement of the Director, the Consultative Committee may appoint ad hoc working groups to advise the Committee on matters relevant to the work of the Committee. More information about the administration of the Consultative Committee is contained in the AIHW Consultative Committee Terms of Reference.

Consultation on major change

27. In addition to the consultative processes described elsewhere in this Agreement, where a definite decision is made to introduce major changes in program, organisation, structure or technology that are likely to have significant effects on staff, the Director will notify the staff who are likely to be affected by the proposed changes and their representatives, if any.

28. Significant effects include:
   a) terminations of employment;
   b) major changes in the composition, operation or size of the Institute’s workforce or in the skills required;
   c) the elimination or diminution of job opportunities, promotion opportunities or job tenure;
   d) significant alteration in hours of work;
   e) the need to retrain employees;
   f) the need to relocate employees to another workplace;
   g) the major restructuring of jobs.

29. The Director must discuss with the employees affected and their representatives the introduction of the changes referred to in Clause 27, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to
matters raised by the employees and/or representatives in relation to the changes.

30. The discussions must commence as early as practicable after a definite decision has been made to make the changes referred to in Clause 27.

31. For the purposes of such discussion, the employees concerned and their representatives, if any, are to be provided in writing relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees. The Director is not required to disclose confidential or commercially sensitive information to the employees.

Guidelines

32. The operation of this Agreement is supported by AIHW policies, procedures, guidelines and other administrative instruments. If there is any inconsistency between these instruments, policies, procedures and guidelines and the terms of this Agreement, the express terms of this Agreement will prevail.

33. Administrative instruments, policies, procedures and guidelines that affect entitlements or access to entitlements covered by this Agreement may be made or varied from time to time following consultation and agreement with employees and their representatives, and will apply in the form that they are in, as at the time of any relevant action or decision.

34. Disputes over the content, variation of, application or interpretation of any administrative instruments, policies, procedures or guidelines mentioned in this Agreement or that provide employee entitlements will be subject to the Dispute Settlement procedures of this Agreement.

Learning and Development

35. The Institute is committed to recognising the skills of its employees and building and refining those skills. It provides learning and development as a means of enabling employees to contribute to the achievement of the Institute's goals and providing development opportunities for employees. Continuing consultation, communication and interaction between employees and their managers are important ingredients in recognising, building and using employees' skills.

36. Management agrees to ensure, through an Institute-wide communication strategy, that staff in the Institute have access to a range of learning and development opportunities.

37. The resources necessary to achieve the work program will recognise the objectives outlined in Clause 35. Consideration will be made in AIHW work programs for time taken for Study Leave or training purposes.

38. The Institute aims to emphasise learning activities that:
   (i) have a clear connection with the Institute's overall work program;
   (ii) have a direct link to Unit work plans and priorities;
   (iii) assist employees' ongoing skill and career development; and
   (iv) assist employees to develop skills in general management matters including workplace relations.

39. The Institute is committed to providing adequate training support to accompany significant changes, innovations and improvements to work arrangements.
40. Support and resources will be provided in order that employees can access those learning activities that will provide the most effective outcomes. These may include on-and off-the-job training, work placements within and outside the Institute (job rotation, transfer and interchanges), temporary performance at higher levels, substituting for, or accompanying higher level staff at meetings, undertaking corporate projects and formal study. Participation in approved learning and development programs will be in paid time except for Studybank and Study Awards where limitations on paid time apply.

**Training for Specified Positions**

41. The Institute will support the training of employees for the positions of First Aid Officer, Fire Warden, Workplace Health and Safety Representatives, and Workplace Harassment Contact Officers. Allowances will be paid only to employees actually appointed to perform those duties (see Clauses 267-270).

42. The Institute will support training of Workplace Health and Safety Representatives as required by the *Work Health and Safety Act 2011*.

43. The Institute will support training of Consultative Committee members.

**Studybank**

44. The Institute provides for assistance with studies in certain circumstances, described in the Studybank Policy and Guidelines.

**Study Awards**

45. The Director may approve Study Awards for Post-graduate, Under-graduate and Aboriginal Under-graduate study.

46. The Award may include financial assistance provisions, e.g. full or partial salary, payment of a fortnightly living allowance and/or reimbursement of HECS for the duration of the Award.

**Performance Communication**

47. The Institute is committed to creating a working environment that promotes the achievement of organisational performance through a shared commitment of staff and managers to communicate effectively on issues relating to performance and to work collaboratively on strategies to improve performance including through learning and development.

48. The basis of an effective system of managing performance is regular constructive communication between employees and their managers to enhance the continuing development of employees’ and organisational performance. The two-way flow of information and feedback between managers and employees and between managers and their work areas generally is important to this process. The communication may take a variety of forms, from informal discussions with employees on specific issues to formal periodic discussions on an employee’s overall work performance.

49. The Institute’s Performance Communication and Feedback Policy is based on the following principles:

   (i) Managers and employees are encouraged to have regular communication on performance. The communication is to be two-way, with discussions involving both people focusing on strategies to improve performance.
(ii) Expectations on performance will take into account the Work Level Standards.

(iii) A formal discussion is to occur at least twice a year. In the case of new employees or employees moving jobs within the Institute, this discussion should occur within 3 months of commencement in the new job. (There are specific requirements for employees new to the APS during their probation period as described in the AIHW Probation Guidelines).

(iv) Any records of discussions between managers and employees are normally to be retained by these people only.

(v) The supervisor and employee will sign a statement that formal feedback has been provided and this statement will be forwarded to the Group Head and People Unit.

(vi) Formal feedback will include a discussion of Learning and Development needs.

(vii) The implementation of feedback arrangements is to be supported by appropriate training and development programs designed to give employees and their managers the skills and confidence to provide and receive feedback.

50. It is recognised that employees and managers have a joint role to play in ensuring participation in the feedback arrangements. Persistent failure by a manager or employee to give or receive formal feedback could constitute under-performance.

51. The Consultative Committee will review the operation of the Performance Communication and Feedback Policy through the life of this Agreement.

**Fairness in Managing Under-Performance**

52. Recognising that under-performance issues sometimes arise in the Institute, in fairness to all employees, when they do arise these issues will be addressed promptly and fairly, with feedback being the initial and primary channel for discussing these issues. More specifically, where under-performance issues arise, the relevant manager and employee will promptly and jointly develop and implement strategies to address the under-performance. These strategies should be given no less than 4 weeks to take effect before the procedure outlined in Clauses 54 and 56 can be initiated. The procedures outlined in Clauses 54 and 56 do not apply to employees on probation and non-ongoing employees.

53. On request, an employee or a manager is entitled to receive guidance or assistance from the People Unit, the Employee Assistance Program or any person of his or her choice at any stage of the procedure for managing under-performance.

54. In circumstances where, despite genuine attempts to improve performance through feedback and other measures, performance consistently falls below the expected standard, the following procedures will apply except for staff on probation.

(i) The manager will provide the employee with written advice of the need for performance to improve. The advice will specify the acceptable standard of work, how the employee's work does not meet that standard and that performance will need to improve over the next 2 months. A copy of the
written advice will also be provided to the Senior Manager (where the manager provides the written advice) and the Head of the People Unit.

(ii) During the 2-month period, the manager will assess the employee's performance on a fortnightly basis and prepare a fortnightly progress report on the employee's performance. The employee must be given an opportunity to provide comment on the manager's progress report. A copy of each progress report will also be provided to the Senior Manager (where the manager provides the written advice) and the Head of the People Unit.

(iii) In those circumstances where the relevant Senior Manager considers that it would be inappropriate for the manager to undertake the assessment of the employee's performance, he or she will appoint an independent person from outside the employee's work area to undertake the assessment.

(iv) At the end of the 2-month period, the manager or the independent person will forward to the Head of the People Unit, through the relevant Senior Manager, an assessment of whether the employee has met the expected standard of performance, together with their progress reports and any other relevant documentation.

(v) If the employee has met the expected standard of performance at the end of the 2-month period, no further action will be taken. Records held relating to this matter will be retained for a period of 12 months then destroyed.

(vi) If performance fails to meet the expected standard at the end of the 2-month period, the Head of the People Unit will write to the employee asking him or her or to show cause within 7 days as to why his or her employment should not be terminated.

55. Following the circumstances and action described in Clause 54 (vi) above, the Director will then decide whether to:

(i) Terminate the employee’s employment under Section 29 of the Public Service Act 1999 (review mechanisms available to employees whose employment is terminated are described in Clause 331); or

(ii) Take some other action, including movement or reduction in salary. An employee who wishes to have the action reviewed may do so under Division 5.3 of the Public Service Regulations.

56. The procedure outlined in Clause 54 is not to be used for misconduct or invalidity reasons, nor for non-ongoing employees or those on probation.

Accommodation

57. The Consultative Committee is responsible for consultation between management and staff about any significant changes to accommodation, including but not limited to car parking and building security. The process for consultation is set out in the Institute’s Policy for Communicating and Consulting on Changes to Accommodation.

58. Where disruption due to construction, building alteration, refurbishment or relocation of a workplace is significant and unavoidable to the extent that it disrupts working arrangements (including the potential to compromise the health and safety of employees) and where this cannot be minimised, including through temporary relocation, the Director will, taking into account the duration and severity of the disruption, authorise working from home arrangements or Miscellaneous Leave with Pay.
59. Temperatures within the building will normally be maintained within the range of 21°C to 24°C. Employees will have approved leave on full pay in circumstances when the indoor temperature remains below 16°C or above 30°C. Outside the range of 18°C to 30°C the Institute will take corrective action as quickly as possible. Further information can be found in the AIHW Policy on Thermal Comfort. Such leave will not affect employees’ other flex or leave entitlements.

Employee Assistance Program

60. The Institute is committed to providing its employees with access to confidential professional counselling to assist with work or personal issues through provision of an external Employee Assistance Program. The aim is to support employees and help them resolve work or personal issues.

Healthy Lifestyle

61. It is in the interests of the Institute that all staff adopt healthy practices both in the workplace and elsewhere. The Institute encourages staff to suggest activities that will promote a healthy lifestyle. The Director will consider providing financial or in-kind support to activities in which staff participate as an Institute team. Refer also to Clauses 281 to 283 regarding the Institute’s healthy lifestyle payment scheme.

62. Where the Institute supports corporate membership of a sports club, employees who volunteer to administer the scheme may do so in paid time up to a limit of two hours per month for each volunteer up to a maximum of five hours per month for all volunteers.

63. The Institute will arrange for influenza vaccinations to be provided to employees on AIHW premises at no cost to staff.
SECTION 3 – FLEXIBLE WORKING CONDITIONS

General

64. The Institute is committed to providing flexibility in working arrangements to recognise the importance of balancing work commitments and the family, caring and other personal commitments of employees outside work. This Agreement enhances the flexibility and choice available to employees and managers concerning working arrangements and patterns (e.g. agreed patterns of attendance, flextime arrangements and regular part-time work), with responsibility for decisions regarding these issues devolved to managers.

65. Managers are responsible for monitoring work patterns and minimising the extent to which employees are required to work excessive hours. Where work pressures are such that these employees are likely to work excessive hours over a short period, the manager will, in consultation with the employee, review workloads and priorities and jointly establish an appropriate strategy for addressing the situation.

66. Where access to a flexible working condition under this Agreement requires approval by a manager:
   (i) The manager shall be mindful of the objectives of the Agreement (Clause 12);
   (ii) The decision maker shall only take into consideration relevant matters, and where a decision is made to refuse a request then the manager shall give reasons, which will be provided in writing if requested by the employee.
   (iii) Where an employee request is denied, the manager will consider any alternatives suggested by the employee that may allow the employee’s work life balance to be achieved.

Business Hours

67. The Institute’s official business hours are between 8.30 am and 5.00 pm Monday to Friday.

Standard Hours of Work

68. Standard Hours of work for full-time employees are 74 hours 10 minutes per fortnight based on a 7 hour 25 minute day from 8.30 am to 12.30 pm and 1.30 pm to 4.55 pm from Monday to Friday. A part-time employee’s standard hours of work are as agreed between the manager and employee.

Core Hours, Working Patterns and Span of Hours

69. A manager and an employee may agree a pattern of hours to be worked by the employee consistent with the employee’s responsibilities outside work, which will normally be within the Institute’s span of hours of 8.00am to 6.00pm Monday to Friday. The pattern of hours should be an average of standard hours per fortnight.

70. Core hours for the Institute are between 10.00am and 12.00pm, and between 2.00pm and 4.00pm. Core hours provide set periods of time where employees can expect their colleagues to be available for consultation and liaison purposes. Absences during core hours must be either:
   (i) part of an agreed pattern of work, or
(ii) on approved leave – annual leave, personal leave, flex leave (for staff operating within the flextime system Clause 75 to 82) or time off with pay in recognition of extended hours worked for those not using the flextime system (see Clause 83 to 89).

71. It is expected that managers will develop an agreed working pattern with each employee whom they supervise. An agreed working pattern for an employee will have regard to these general principles:

(i) Employees are expected to attend during core hours, unless agreed otherwise (see Clause 70);

(ii) Consideration will be given to operational needs, the impact on clients and other members of the particular work group, and the personal needs of the employee;

(iii) The need to provide and/or receive supervision at a level appropriate to the position;

(iv) Employees are expected to be available for reasonable direction to work outside agreed patterns of work on an occasional basis;

(v) It is generally expected that an agreed working pattern will not extend beyond the span of hours (see Clause 69). The agreed working pattern may extend beyond the span of hours after taking into account all the other principles contained in this clause as well as any additional expense to the Institute in providing a safe work environment outside the span of hours;

(vi) Not working more than 5 hours without a meal break of at least 30 minutes; and

(vii) Not normally working more than 10 hours on any one day.

72. In negotiating an agreed working pattern with an employee, managers will agree to absences necessitated by an employee’s religious commitments, including during core hours.

73. An employee may choose to work outside an agreed pattern of work on an occasional basis. Where this involves working outside the Institute’s span of hours or more than 10 hours on any one day, it requires specific approval from his or her manager. Any hours worked on this basis will be considered ordinary hours and not attract Overtime rates.

**Recording Attendance**

74. APS 1-6 employees will record their actual times of arrival and departure and any breaks each day. Executive Level employees may be requested by their manager to record their time. Executive Level employees may also record their time either on a personal record or on the Institute’s system and submit this record to their manager for consideration when requesting TOIL. Where employees are participating in the flextime system, they are required to use the Institute’s flexsheet, and store their flexsheet in the Unit’s designated folder so that it is accessible to the manager at all times. An electronic or paper copy of the flexsheet will be submitted to the manager at the end of each cycle.

**Flextime**

75. Flextime is a formal system of flexible working hours arrangements that allows employees to vary their pattern of attendance at work, subject to the provisions of Clauses 76 to 82, and will generally be used to meet operational requirements
within the span of hours. For further information see the AIHW’s guidelines on “Working Hours, Recording Attendance and Flextime”.

76. Managers and employees recognise and accept their mutual responsibility to integrate the management of working hours and leave planning, including flextime and flex leave, into their overall approach to work planning to provide maximum benefits to clients, employees and the Institute. The use of flex leave during core hours must have the prior approval of the manager (see Clause 70 (ii)).

77. The flextime system is provided for all APS Level 1–6 employees. Employees in jobs that require attendance at pre-determined times to meet client service needs must seek their manager’s prior approval to use flex leave during standard hours. APS employees acting at the EL1 level would not normally access formal flextime arrangements unless approved to do so by the Director. Executive Level employees may still have flexible working hours, consistent with Clauses 83 to 89 and with operational requirements.

78. Employees may accumulate flex credits over a 4-week settlement period (148 hours 20 minutes). Employees may carryover flex credits or debits into the next settlement period, subject to Clause 79. Employees with available credits may access them as flex leave, subject to Clause 79, with the prior agreement of the manager for absences within core hours.

79. The following flextime arrangements will apply.
   (i) An employee may carry over a maximum flextime credit of 30 hours at the end of a settlement period. Carry over of a credit of between 30 hours and 37 hours 5 minutes may be approved by the relevant Group Head. The Director may approve a larger carry over in exceptional circumstances. Approval from the Director is required to undertake work that would result in a flextime credit of more than 37 hours 5 minutes at the end of a settlement period. Without the approval of the Director such work will be considered unreasonable.
   (ii) An employee may carry over a maximum of 10 hours flex debit accumulated in any one settlement period into the next settlement period:
        (a) where the maximum debit is exceeded at the end of the settlement period, the employee will endeavour to reduce the debit to the maximum allowable (or lower) over the next settlement period; and
        (b) should this not occur, the amount by which the maximum debit is exceeded shall be treated as Miscellaneous Leave without pay (Clause 194) and an appropriate deduction made from the employee’s pay.
   (iii) An employee may take up to 5 days of flex leave in one settlement period.

80. Managers have a responsibility to ensure that employees are productively employed and manage their hours of work so that employees do not build excessive flex credits without the opportunity to access flex leave. Where work pressures are such that an employee is approaching, or has reached or exceeded, a flex credit of 30 hours, the employee and his or her manager will develop a plan to reduce his or her flex credit to less than 30 hours over the next settlement period.
81. Subject to operational limitations, including the availability of work stations where job sharing arrangements are involved, part-time employees may access flextime arrangements on a pro-rata basis, subject to agreement with his or her manager.

82. Upon commencement of this Agreement, an employee's existing flex credits or debits will be transferred to the employee's flex balance.

Recognition of Extended Hours for Executive Level Staff

83. Excessive hours are to be discouraged. However, the parties to this Agreement recognise that work demands on Executive Level employees will, at times, require extended hours to be worked. Acknowledging these demands, the manager may approve time off in lieu (TOIL) as Miscellaneous Leave with pay for Executive Level 2 and Executive Level 1 employees to recognise the extended hours. TOIL should provide Executive Level employees with fair and reasonable time off in recognition of additional hours worked in accordance with the following principles:

i. The expectation is that any TOIL granted will be taken as close as possible to when the additional hours are worked and generally not more than three months after the additional hours worked;

ii. Time spent in transit while on official travel outside the hours of 8:00am to 6:00pm, Monday to Friday, is to be considered in relation to requests for time off under these arrangements;

iii. The employee’s manager will consider the following factors:
   a. the number of additional hours that have been worked;
   b. the period over which those hours were worked;
   c. the number of additional hours worked on weekends or public holidays;

iv. There is no prescribed limit in relation to accessing Executive Level TOIL and the employee’s manager may approve absences involving part days, a full day or multiple full days under these arrangements.

84. Taking into account the principles set out in the previous clause, reasonable requests from Executive Level employees for TOIL will not be refused, except for genuine operational reasons.

85. For the purposes of Clauses 83 and 84, TOIL may not be taken on a one-for-one basis except for:

   • time necessarily worked by an Executive Level 1 employee in excess of one additional hour on any normal business day, or
   • any time necessarily worked by an Executive Level 1 employee on weekends and public holidays.

TOIL taken on a one-for-one basis does not reduce the employee’s right to access fair and reasonable time off for other additional hours worked in accordance with the principles outlined in Clauses 83 and 84.

86. Where an Executive Level employee has worked or is likely to work additional hours, particularly in circumstances dealt with by Clause 85, the manager and employee should discuss the situation and seek to agree on any time off under these arrangements. If operational reasons make granting time off difficult, the
manager and employee should also discuss workload requirements and strategies
to address the situation. If the manager does not initiate the discussion then the
employee can approach the manager.

87. While it is acknowledged that peak workload periods may necessitate some extra
hours being worked, this should not be regarded as normal and the employee’s
supervisor should ensure that sustained periods of extended hours are not
worked by the employee.

88. In exceptional circumstances the Director may approve payment for additional
hours worked by Executive Level employees. Any additional hours for which
payment is made must be documented.

89. The provisions for TOIL outlined above do not alter the agreed standard hours of
Executive Level employees.

Transitional Arrangements for Executive Level 1 Employees

90. Executive Level 1 employees who were participating in the flextime system under
the AIHW’s Collective Agreement 2008-2012 are entitled to convert any credit
balance as at the date of commencement of this Agreement up to a maximum of
30 hours into a once-only payment at their standard hourly rate or an increase in
their annual leave entitlement or any combination of the two they choose. Any
further credit balance that was approved by a Group Head in accordance with the
provisions of the AIHW’s Collective Agreement 2008-2012 may be taken as
Miscellaneous Leave With Pay before 1 February 2013.

Reversion to Standard Hours

91. Access to flexible working conditions will not apply in circumstances where,
following reasonable written warning of emerging concern:
   (i) an employee's manager reasonably considers the employee's attendance is
       unsatisfactory; or
   (ii) an employee's manager reasonably considers that an employee is misusing
       the arrangements.

92. In the situation described in Clause 91 access to flexible working arrangements
will be restored where a manager is satisfied that the employee’s attendance is
satisfactory.

93. Where an employee is absent from duty without approval, the Director may
determine that the employee will revert to Standard Hours and pay will be
suspended until the employee resumes duty or is approved to take leave. The
period of absence will not count as service for any purpose. In this situation
access to flexible working arrangements will be restored where the Director is
satisfied that the employee's attendance is satisfactory.

Regular part-time work

94. Where consistent with operational requirements, and subject to the agreement of
the relevant manager, the Institute will support applications from employees
wanting to work on a regular part-time basis.

95. A part-time employee is one whose regular hours of work are less than 74 hours
10 minutes over a 2-week period. Standard hours of work for part-time
employees, unless otherwise agreed between the employee and his or her
manager, will be continuous and no less than 3 hours per day on any day worked by the employee and have regard to the Institute’s core hours. A meal break will not be regarded as breaking the continuity of hours of work.

96. Remuneration and other benefits for part-time employees will be calculated on a pro-rata basis apart from those allowances of a reimbursement nature, where part-time employees will receive the same amount as full-time employees. Further details on the pro-rata leave arrangements are in Section 4.

97. A part-time employee and his or her manager may, by agreement, vary regular hours of work. Similarly, part-time working arrangements may be terminated by agreement between an employee and his or her manager. For part-time APS Level 1-6 employees, an approved temporary increase in working hours, which exceeds full-time hours, will be recompensed at Overtime rates.

98. The Director or an employee may initiate the introduction of part-time employment. Full-time employees will not be required to convert to part-time hours without their agreement.

99. At the conclusion of an employee-initiated part-time arrangement, that employee will revert to full-time work, unless an extension is agreed to by the employee and his or her manager. An employee may revert to full-time work before a part-time arrangement concludes where agreed between the employee and his or her manager.

**Travelling Time and Working Extended Hours – APS Level 1-6 only**

100. When employees accessing flextime are required to work in a different city, they may record the additional time of duration of the journeys as working time on their flexsheets. That is, any travelling time between their homes to the other workplace that is additional to the time normally spent getting between home and the AIHW offices in Canberra. Time recorded on this basis will be considered ordinary hours and not attract Overtime rates. The method of travel is subject to the prior approval of the manager.

101. The provisions for flextime and Overtime for APS 1-6 level employees apply when those employees are required to work extended hours in a different city.

**Overtime and Recompense for Overtime – APS Level 1-6 only**

102. ‘Overtime’ means work performed at the prior direction of management by employees at or below APS Level 6 that

(i) is in excess of eight hours 25 minutes on any one day, or

(ii) is outside the span of hours specified in Clause 69, or

(iii) is performed on weekends or public holidays.

103. Flextime will generally be used to meet operational requirements within the span of hours. See Clauses 75 to 82. However, it is recognised that operational requirements will on occasions require an employee(s) to be directed to work outside the span of hours or in excess of eight hours 25 minutes on any one day. Accordingly, an employee will make himself or herself available for reasonable Overtime.

104. Payment is the standard form of recompense for Overtime performed at the prior direction of management:

(i) on weekends or public holidays, or
(ii) where the manager and employee agree it is unlikely that an employee will be able, or has been unable, to take TOIL within 3 months of the Overtime having been worked, or

(iii) when an employee is required to work for a period that is not continuous with their ordinary duty (see Clause 108), or

(iv) where the employee incurs costs such as additional child care as a result of having to work Overtime.

105. Time Off in Lieu (TOIL) is the standard form of recompense for Overtime performed in continuous periods on normal business days. Where payment is the standard form of recompense for Overtime, the manager and employee may agree for the Overtime to be taken as TOIL instead of payment. Managers may approve payment for Overtime in other circumstances.

106. Where Overtime is worked, recompense (whether payment or TOIL) is calculated at the following rates (see Attachment A.3 for Overtime formulae):

(i) Monday to Saturday: Time and a half for the first 3 hours of Overtime worked each day and double time thereafter.

(ii) Sunday: Double time.

(iii) Public holiday: Double time and a half for duty outside the standard hours specified in Clause 68. For duty within the standard hours, TOIL will be calculated at double time and a half, but payment will be calculated at time and a half additional to the single time as employees are already being paid for the public holiday.

107. **Part-time** APS 1-6 Level employees are eligible for Overtime for work performed at the prior direction of management, which:

(i) is not continuous with the employee’s agreed standard hours; and/or

(ii) exceeds the employee’s agreed total standard hours over the 4-week settlement period.

108. Where APS Level 1-6 employees other than employees receiving an emergency contact officers allowance (see Clause 271) are called into work to meet an emergency outside the span of hours specified in Clause 69 or are required to work overtime for a period that is not continuous with their ordinary duty, they will be paid for the period of work and any time necessarily spent in travelling to and from work at the rate of double time. The minimum payment for such work will be 2 hours at double time. Overtime is considered to be continuous with ordinary duty when an employee does not have a break, other than a meal break, between the periods of ordinary duty and Overtime.

109. Where employees are required to work beyond the normal span of hours as set out in Clause 69, then they may have access to taxi vouchers or be reimbursed the cost of taxi transport for travel between work and their usual place of residence.

110. Where an employee is required to work Overtime for a continuous period to the completion of or beyond a meal period, he or she will be paid a reasonable amount for Overtime Meal Allowance as determined by the annual Taxation Ruling on reasonable travel and meal allowance expense amounts.

111. Where an employee works Overtime he or she will be entitled to an 8-hour break plus reasonable travelling time before recommencing work without incurring any loss with regard to normal duty. If an employee is required to resume or continue...
work without having had the required break, then payment at double time will be made for the time worked until the employee has had the required break.

**Procedure for recording Overtime worked and recompensed**

112. Because Overtime is recompensed at different rates from ordinary time, time worked as Overtime should not be recorded on the employee’s flexsheet. Procedures for recording Overtime worked and recompensed by TOIL or payment will be provided on the Claim for Overtime form or in separate guidelines.

**Additional hours**

113. An employee may refuse to work additional hours (extra hours or directed overtime) where such additional hours are unreasonable. Such refusal will not prejudice the employee’s employment. For determining whether such additional hours are reasonable or unreasonable, the following will be taken into account:

   (i) any risk to the employee’s health and safety from working the additional hours;
   (ii) the employee’s personal circumstances including any family responsibilities;
   (iii) the needs of the Institute;
   (iv) whether the employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of working additional hours;
   (v) any notice given by the Institute of any request or requirement to work the additional hours;
   (vi) any notice given by the employee of the employee’s intention to refuse to work the additional hours;
   (vii) the nature of the employee’s role and the employee’s level of responsibility;
   (viii) whether the additional hours are in accordance with the Institute’s hours of work; and
   (ix) any other relevant matter.

**Individual Flexibility Arrangements**

114. The Director and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

   (i) the arrangement deals with 1 or more of the following matters:
      a. arrangements about when work is performed;
      b. overtime rates;
      c. penalty rates;
      d. allowances;
      e. remuneration; and/or
      f. leave; and
(ii) the arrangement meets the genuine needs of the Institute and employee in relation to 1 or more of the matters mentioned in paragraph (i); and
(iii) the arrangement is genuinely agreed to by the Director and employee.

115. The Director must ensure that the terms of the individual flexibility arrangement:
(i) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
(ii) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
(iii) result in the employee being better off overall than the employee would be if no arrangement was made.

116. The Director must ensure that the individual flexibility arrangement:
(i) is in writing; and
(ii) includes the name of the employer and employee; and
(iii) is signed by the Director and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
(iv) includes details of:
   a. the terms of the enterprise agreement that will be varied by the arrangement; and
   b. how the arrangement will vary the effect of the terms; and
   c. how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
   (v) states the day on which the arrangement commences and, where applicable, when the arrangement ceases.

117. The Director must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

118. The Director or employee may terminate the individual flexibility arrangement:
(i) by giving no more than 28 days written notice to the other party to the arrangement; or
(ii) if the Director and employee agree in writing — at any time.

119. The Agency will report on the use of these arrangements to the Consultative Committee at least quarterly. Provided the information can be presented in a way that does not identify individuals it will include the following:
(i) the number of flexibility agreements at each classification level;
(ii) the purpose of using the flexibility agreements; and
(iii) the conditions varied through each flexibility agreement.

**Mature Age Employees and Former Employees**

120. Many staff who are nearing retirement age and former staff who have retired possess skills and knowledge valuable to the work of the Institute. The Institute is committed to using imaginative ways of retaining access to that pool of skills and knowledge -- these include, but may not be confined to, negotiating flexible employment arrangements with staff nearing retirement, and encouraging former
staff to retain a link with the Institute as mentors and sources of corporate memory.

**Blood donation**

121. Where employees take time to donate blood during working hours, this time will be considered as time on duty. There is no need to use flex credits or other leave for this purpose.

**Working from Home**

122. The Director may approve arrangements, which have been agreed with an employee’s manager and the relevant Group Head, for an employee to work from home on a long-term or fixed short-term basis (but not on a casual basis). Further information can be found in the Home Based Work Guidelines.

**Parenting Room**

123. A parenting room is provided and equipped for the occasional use of employees needing to care for children. Further information can be found in the Parenting Room Guidelines.

**Breastfeeding Friendly Workplace**

124. The Institute supports mothers who are returning to work and who wish to make arrangements to continue to breast or bottle feed their baby. The Institute will provide nursing mothers with access to one or two lactation breaks a day, the timing of which will be negotiated between the employee and their manager. The Institute will encourage the support of managers and colleagues for nursing mothers. In the first six months of this Agreement the Institute will in consultation with the Consultative Committee develop a policy on support for breastfeeding mothers. The Institute will over the life of this Agreement investigate, through the Australian Breastfeeding Association, accreditation as a breastfeeding friendly workplace.

**Assignment of Duties and Classification of Positions**

125. The Director may direct an employee to carry out such tasks as are within the limits of the employee’s skill, competence and training and are consistent with the Work Level Standards. Positions will be classified consistent with the Public Service Classification Rules 2000 and the Work Level Standards.

**Resignation**

126. The Institute requires employees to give a reasonable period of notice of intention to resign from their employment with the Institute. As a minimum we require a period of 2 weeks’ notice for APS Level staff, and 4 weeks for Executive Level employees. Employees must not make a resignation to take effect on a public holiday. Where a reasonable period of notice is not given, the employee may be directed to take annual leave or Leave Without Pay until the expiration of the reasonable period of notice.
SECTION 4 - LEAVE ARRANGEMENTS

Annual Leave

127. The purpose of Annual Leave is to provide employees with the opportunity for a reasonable break from work. Therefore, it is important that employees take leave within a reasonable period of its accrual and that leave planning is an integral part of work planning.

128. Employees who are not paid a Casual Rates loading are entitled to 148 hours 20 minutes paid Annual Leave for each full calendar year worked. This leave will accrue on a daily basis and the employee will be able to access the leave as it accrues. An employee’s entitlement is expressed in hours and minutes. Leave taken will be deducted in hours and minutes. Annual Leave will accrue on a pro-rata basis for part-time employees not in receipt of a Casual Rates Loading. Annual leave will not accrue during periods that are taken as not to count as service. The taking of Annual Leave is subject to approval of the Director. Annual leave may be approved for part-days, a whole day or multiple days. Annual Leave counts as service for all purposes.

129. An employee who has accumulated more than 2 years and 9 months (55 days for full-time employees, pro-rata for part-time employees) of Annual Leave credit at 1 October may be directed to take Annual Leave from 1 October to such time as the employee’s leave balance is reduced to no more than two years credit. The employee must take Annual Leave if directed to do so.

130. To enable leave and workload to be managed effectively, employees and their managers will be notified of excess annual leave accruals prior to an employee being directed to take leave. Where an employee has been on Compensation leave and has commenced a graduated return to work program, he or she will not be directed to take leave until 3 months after returning to his or her pre-injury hours of work.

131. Where an employee has an Annual Leave credit which includes leave that the employee would be directed to take on the nominated date and applies, in the same calendar year, to use part or all of that leave (before the nominated date), the Director will either:
   (i) approve the leave; or
   (ii) if the employee cannot be released on the dates requested due to operational requirements, negotiate alternative dates for the leave with the employee. The alternative dates must be before the employee is directed to take leave.

132. Where any public holiday occurs and the employee is entitled to payment during any period of Annual Leave, the period of the public holiday is not deducted from the employee’s Annual Leave credit.

133. An employee who is not participating in the Purchased Leave Scheme may apply to take Annual Leave on half pay. The minimum absence of leave on half pay is two working days.
Payment in Lieu on Retirement, Resignation, Termination of Employment or Death

134. Where an employee ceases employment with the APS, the employee is to receive payment in lieu of unused Annual Leave credits. Payment will be calculated using the employee's final rate of salary, including allowances that would have been included in the employee's salary during a period of Annual Leave.

135. Following the death or presumed death on a particular date of an employee, the amount that the former employee would have been entitled to receive on cessation of employment by resignation or retirement will be paid to the deceased’s estate. Long Service Leave credits will be paid out in accordance with the Long Service Leave Act (Commonwealth Employees) 1976.

136. Where an employee's leave is cancelled without reasonable notice or an employee is recalled to work from leave, the Institute will pay for reasonable travel costs and incidental expenses not otherwise recoverable under any insurance or from any other source.

Personal Leave

137. The Director may approve Personal Leave in the following circumstances:
   (i) where the employee is not fit for work because of a personal illness or injury affecting the employee;
   (ii) to care for a member of his or her family or household who requires care or support because of a personal illness or personal injury affecting the member;
   (iii) where a member of the employee’s family or household is affected by an unexpected emergency or
   (iv) for compelling personal reasons, including family responsibilities.

138. Personal leave may be approved for part-days, a whole day or multiple days.

139. Ongoing employees will be credited with an entitlement of 18 days Personal Leave at full pay on engagement and on each anniversary thereafter. Personal Leave is cumulative. On engagement as an ongoing employee, former non-ongoing employees will be credited with 18 days Personal Leave and that credit adjusted for previously approved leave. An employee must advise his or her manager personally if possible (or ensure that the manager is advised) of an absence or an intention to be absent from the place of work. The advice needs to be as soon as possible, preferably within an hour of an employee’s usual commencement time.

140. Non-ongoing employees engaged under s. 22(2)(b) of the Public Service Act 1999, and not in receipt of a Casual Rates loading, will be credited with 7 days personal leave on commencement and may accrue a further day per month for the second and subsequent months, taking their accrual to a maximum of 18 days for the first 12 months of employment. After the first twelve months of service, the rate of accrual would revert to the standard pro-rata basis (1.5 days per month accrued in arrears).

141. A non-ongoing employee who is engaged under s. 22(2)(b) or s.22(2)(c) of the Public Service Act 1999, and in receipt of a Casual Rates loading, is not entitled to paid Personal Leave. Refer also Clause 226.
142. An employee who does not have any current Personal Leave credits may anticipate, with the agreement of the Director, Personal Leave from his or her next credit. The employee’s next Personal Leave credit will be reduced by the amount of Personal Leave advanced.

143. Unless otherwise agreed by the manager, no more than 4 consecutive days of Personal Leave may be taken without Medical Evidence or documentation from a registered health professional. A manager may accept a statutory declaration from the employee if it is not practical to obtain independent evidence.

144. For the purposes of Personal Leave, “family responsibilities” shall mean responsibilities of the employee for any person who is clearly dependent on the employee for care, support and attention.

145. Employees applying for Personal Leave, and managers in approving Personal Leave, will have regard for the trust and responsibility given to them by the Institute. Reasonable and legitimate requests for Personal Leave will be approved. However, a manager may refuse Personal Leave, or request medical evidence or other evidence (e.g. personal declaration in the case of caring responsibilities) to support a current or future application for Personal Leave, where there is cause to believe that the reasons for such absences, irrespective of the length of absence, are not reasonable or legitimate. Where possible, the manager will give the employee prior notice to provide such evidence.

146. Where [any] leave without pay not to count as service has been approved in the accrual year, Personal Leave accrual will be deferred as described in Clause 195.

147. An employee who is retired from the APS on the grounds of invalidity, and is subsequently re-appointed will be credited with Personal Leave equal to the balance of Personal Leave at the time of retirement.

148. The Director may approve the conversion of Personal Leave to half pay for an employee for a specified absence in special circumstances.

149. The Director may approve unpaid Personal Leave for caring purposes under the provisions of Miscellaneous Leave Without Pay [Refer also Clause 194]. Personal Leave without pay may be approved for personal illness or injury where paid Personal Leave entitlements have been exhausted.

150. The Director may approve the provision of additional Personal Leave on half-pay where paid Personal Leave is exhausted under an Individual Flexibility Arrangement as per Clauses 114 to 119.

151. Employees who, while on Annual or Long Service Leave, are medically unfit for a continuous period greater than one day and produce medical evidence, may apply for Personal Leave. Annual and Long Service Leave will be re-credited to the extent of the period of Personal Leave approved.

152. Employees on Maternity Leave, Adoption Leave, Parental Leave, Defence Reserves Leave, Miscellaneous Leave With Pay or Miscellaneous Leave Without Pay would not normally access Personal Leave. However, in exceptional circumstances applications permissible by governing legislation will be considered by the Director on a case-by-case basis.

153. Unused Personal Leave credits accumulate without limitation, but unused Personal Leave credits are not paid out on separation.
154. Personal Leave will not be debited where an employee is medically unfit on a public holiday, which the employee would otherwise have observed.

155. There is no maximum period of continuous absence provided the employee continues to provide adequate supporting documentation.

156. An employee will not, without the employee's consent, be retired on invalidity grounds before the employee's full-pay Personal Leave credits have been exhausted, and the employee’s superannuation fund has certified in writing that, if the eligible employee is so retired, he or she will be entitled to receive their benefits for Total and Permanent Incapacity.

157. Persons engaged as ongoing employees after a period of APS employment of less than 12 months will accrue a Personal Leave credit on engagement as prescribed in Clause 138 less any previously approved Personal Leave. Persons, who after a previous period of APS employment as a non-ongoing employee not in receipt of a casual rates loading, will accrue Personal Leave credit on engagement in accordance with Clause 140, less any previously approved Personal Leave.

158. Part-time employees, not in receipt of the Casual Rates loading, will accrue Personal Leave on a pro rata basis. Leave will be credited based on the weekly hours worked as at the date of Personal Leave accrual. Approved personal leave will be deducted from credits in hours and minutes, with no salary variation.

Employees Receiving Workers' Compensation

159. An employee receiving workers' compensation for more than 45 weeks will accrue Personal Leave on the basis of hours actually worked.

OTHER PROVISIONS FOR LEAVE

Portability of Accrued Annual and Personal Leave Entitlements

160. Where an employee joins the Institute from an employer staffed under the Public Service Act 1999, the Parliamentary Service Act 1999, or from the ACT Government Service or that was an employing agency as defined by the Long Service Leave (Commonwealth Employees) Act 1976, the employee’s unused accrued Annual Leave and Personal/Carer’s leave (however described) will be recognised provided there is no break in continuity of service of more than two months or a longer period where the Director determines special circumstances exist. Any recognised Annual leave excludes any accrued leave paid out on separation.

161. The conditions applying to these accrued credits of leave, and any future entitlements to Annual Leave and Personal Leave, shall be those prevailing in the Institute.

Compassionate Leave

162. The Director may approve leave with pay to an employee on each occasion that a Close Relative, member of the employee's family or household, close friend or a person who was clearly dependent on the employee for care, support and attention:

- Contracts or develops a personal illness that poses a serious threat to his or her life; or
- Sustains a personal injury that poses a serious threat to his or her life; or
• Dies.

163. The period of leave approved will be three days for a bereavement and two days on other occasions. The employee may take the period as a single period of leave or any separate periods on which the employee and the Director agree. The Director may require the employee to provide evidence of the illness, injury or death in support of the request for leave and the nature of the relationship between the person and the employee. If the incident occurs while the employee is on Annual Leave, Personal Leave or Long Service Leave, the Annual Leave, Personal Leave or Long Service Leave may be re-credited to the extent of the Compassionate Leave granted. The Director may grant further periods of leave for compassionate or bereavement purposes as miscellaneous leave with or without pay on a case by case basis.

Purchased Leave Scheme (48/52)

164. The Director may approve the purchase by an employee of additional leave of 1, 2, 3 or 4 weeks per year.

165. Employees will have an amount deducted from their annual salary relative to the amount of leave purchased. The amount deducted will be reflected in fortnightly salary.

166. Further information on the Purchased Leave Scheme can be found in the Institute’s Purchased Leave Guidelines. An employee who is participating in the Purchased Leave Scheme may not apply to take Annual Leave on half pay.

Long Service Leave

167. Long Service Leave will accrue and be available to eligible employees in accordance with the Long Service Leave (Commonwealth Employees) Act 1976.

168. The minimum period of any approved Long Service Leave will be seven calendar days. Periods of Long Service Leave cannot be broken with periods of annual leave, flex leave, or leave without pay except as provided for by the Maternity Leave (Commonwealth Employees) Act 1973.


Maternity Leave

170. Employees covered by this Agreement will be entitled to maternity leave under the terms of the Maternity Leave (Commonwealth Employees) Act 1973, including access to paid leave for the first 12 weeks of maternity leave for eligible employees. Provisions of the Paid Parental Leave Act 2010 and the Fair Work Act 2009 may also apply.

171. Employees eligible to receive 12 weeks paid leave under the Maternity Leave (Commonwealth Employees) Act 1973 are entitled to receive an additional 4 weeks paid leave to be taken immediately following the mandatory period of 12 weeks maternity leave, to count for service for all purposes.

Adoption or Foster Leave

172. An employee who meets the qualifying service provisions of the Maternity Leave (Commonwealth Employees) Act 1973 for paid maternity leave, and who is adopting or fostering a child and will be the primary carer for the child, is entitled to 16
weeks paid leave. Paid leave is available from the date one week before the placement of the child. Unpaid leave is available in accordance with the Parental Leave Without Pay provision of this Agreement (Clause 174).

Parental (Partner) Leave

173. Within 66 weeks of the birth or adoption or fostering of a child, an employee who is the child’s non-primary carer and stands in a domestic or household relationship with the child is entitled to be granted 3 weeks Leave With Pay. Where the employee has completed at least 12 months of continuous service with the APS, the employee is entitled to an additional 1 weeks Leave with Pay for a total of 4 weeks Leave With Pay. In the case of adopting or fostering of a child the period of paid leave is available to start from the date one week before the placement of the child.

Parental Leave Without Pay

174. To enable an employee to care for a new born or newly adopted or fostered child, he or she will be entitled to take up to two years unpaid parental leave commencing on the day of the birth of the child or, in the case of an adopted or fostered child, on the date the employee assumes responsibility for the child. If the leave is not taken in a continuous period, the employee must, where practical, give at least two weeks' notice of their intention to take further unpaid parental leave.

Return to work after parental leave

175. On ending parental or maternity leave, an employee is entitled to return to:

(i) the employee’s pre-parental/maternity leave duties; or

(ii) if those duties no longer exist – an available position for which the employee is qualified and suited at the same classification and pay as applied pre-parental/maternity leave. Where this is not practical, other duties will be sought, with the redeployment, reduction and redundancy provisions applying to any placement.

176. For the purposes of this clause, duties means those performed:

(i) if the employee was moved to safe duties because of the pregnancy – immediately before the move; or

(ii) if the employee began working part-time because of the pregnancy – immediately before the part-time employment began; or

(iii) otherwise – immediately before the employee commenced maternity or parental leave.

Flexible work arrangements for parents

177. Employees returning directly from Maternity, Parental Leave or Adoption Leave or Foster Leave will be provided with access to regular part-time work upon application in writing. This entitlement will be available for two years from the date of birth or, in the case of adoption or fostering, from the date of placement of the child. The employee may choose to return to full-time work within that period. If they do so, any subsequent changes to working hours would be by agreement between the employee and their supervisor.
178. In addition to the provision described in the previous clause an employee who is a parent, or has responsibility for the care of a child under school age or a child under 18 who has a disability, may request flexible working arrangements, including part-time hours. If the employee has completed at least 12 months of continuous qualifying service then the provisions in the following clause apply. Otherwise the request will be considered under the arrangements for part-time work described in section 3 of this Agreement.

179. A request made in accordance with Clause 178 must be in writing and set out details of the change sought and the reasons for the change. The Director will respond in writing to the request within 21 days and will only refuse the request on reasonable business grounds. Where the request is refused, the response will include reasons for the refusal. The Director will not refuse if the request is to work part-time hours of at least 3 full-time days (7 hours 25 minutes a day) or otherwise at least 26 hours per week spread over 4 or 5 days.

**Leave for ADF Reserve and Continuous Full Time Service**

(The entitlement to leave for Reserve Service is prescribed under the Defence Reserve Service (Protection) Act 2001)

180. An employee may be granted leave (with or without pay) to enable the employee to fulfil Australian Defence Force (ADF) Reserve and Continuous Full Time Service (CFTS) or Cadet Force obligations.

181. An employee is entitled to ADF Reserve leave with pay, for up to four weeks during each financial year for the purpose of fulfilling service in the ADF Reserve. These purposes include training and operational duty as required:
   
   a. During the employee’s first year of ADF Reserve service, a further two weeks paid leave may be granted to facilitate participation in additional ADF Reserve training, including induction requirements.
   
   b. With the exception of the additional two weeks in the first year of service, leave can be accumulated and taken over a period of two years, to enable the employee to undertake training as a member of the ADF Reserves.
   
   c. Employees are not required to pay their tax free ADF Reserve salary to the department in any circumstances.

182. An employee who is an officer or instructor of cadets in a Cadet Force may be granted paid leave of up to three weeks each financial year to perform duties as an officer or instructor of Cadets. For these purposes ‘Cadet Force’ means the Australian Navy Cadets, Australian Army Cadets, or the Australian Air Force Cadets.

183. Defence Reserve leave counts as service for all purposes, except for unpaid leave to undertake CFTS. Unpaid leave for the purpose of CFTS counts for all purposes except annual leave.

184. Eligible employees may also apply for annual leave, long service leave, leave without pay, top-up pay or they may use flextime for the purpose of fulfilling ADF Reserve or CFTS obligations.

185. Employees are to notify their Manager at the earliest opportunity once the dates for ADF Reserve or CFTS activities are known and/or changed.
186. Employees will continue to access other benefits (such as studies assistance) and are eligible for pay-point advancement during period of Defence Reserves leave.

Community service leave

187. An eligible community service activity includes:
   a) Jury service (including attendance for the purpose of jury selection) that is required by or under a law of the Commonwealth or a State or Territory; or
   b) Carrying out a volunteer emergency management activity (within the meaning of section 109 (2) of the FW Act).

188. An employee who engages in an eligible community service activity is entitled to paid leave if:
   a) the period consists of one or more of the following:
      i. time when the employee engages in the activity;
      ii. reasonable travelling time associated with the activity;
      iii. reasonable rest time immediately following the activity.
   b) where the activity is emergency management, the absence is due to:
      i. regular training;
      ii. all emergency service responses;
      iii. reasonable rest time immediately following the activity; and
      iv. attendance at ceremonial duties.
   c) the employee’s absence is reasonable in all the circumstances.

Miscellaneous Leave

189. The intention of Miscellaneous Leave is to provide flexibility to managers and employees by providing that Miscellaneous Leave may be made available, either with or without pay, for a variety of purposes. Miscellaneous Leave may be approved by the Director, having regard to the operational needs of the Institute, including for purposes that the Director considers to be in the interests of the Institute.

190. Leave may be approved:
   (i) for the period requested or for another period;
   (ii) with or without pay;
   (iii) to count for service for a purpose or purposes, subject to the employee resuming duty at the cessation of the leave;
   (iv) not to count for service;
   (v) and subject to conditions.

Cultural Leave for Aboriginal and Torres Strait Islander employees

191. The Director recognises the obligations placed on Aboriginal and Torres Strait Islander employees to participate in ceremonial activities and other cultural obligations. To allow employees to meet obligations and participate in activities, all Aboriginal and Torres Strait Islander employees are entitled to two days miscellaneous leave with pay each year to participate in NAIDOC week activities or other cultural or ceremonial events.
192. The Director may approve further requests for Aboriginal and Torres Strait Islander employees to participate in cultural or ceremonial events or fulfil cultural obligations under the miscellaneous leave without pay provisions up to 10 days over two years. Such requests will only be denied for compelling operational reasons.

**Miscellaneous Leave With Pay**

193. Miscellaneous Leave *with pay* may be approved by the Director for, but not limited to, the following purposes:

(i) Study Leave;
(ii) conference attendance;
(iii) requirement to undertake jury service (see Clause 187 to 188);
(iv) participation in major international sporting events;
(v) National Aboriginal and Islander Day of Celebration;
(vi) participation in emergency management activities (see Clause 187 to 188);
(vii) leave for Executive Level 2 employees and Executive Level 1 employees in recognition of extended hours worked;
(viii) to attend or prepare for FWA proceedings involving the Institute; and
(ix) in recognition of extraordinary circumstances, including but not limited to the involvement of Institute employees in state of emergency situations such as bushfires, floods and earthquakes.

**Miscellaneous Leave Without Pay (LWOP)**

194. Miscellaneous Leave *without pay* may be approved by the Director for, but not limited to, the following purposes:

(i) Study Leave in excess of the Studybank allowance;
(ii) personal and development training other than approved learning and development programs as described in Clause 40;
(iii) days of cultural or ceremonial or religious significance for employees up to 10 days over two years, for which LWOP will only be refused for compelling operational reasons;
(iv) accompanying a partner on a posting;
(v) non-APS employment or work, in the interests of the Institute;
(vi) parental responsibilities where an employee’s personal leave is exhausted; and
(vii) other purposes where other types of paid leave have been exhausted.

195. Miscellaneous Leave Without Pay (LWOP) totalling 30 calendar days or less in a calendar year shall count as service for the purposes of Annual Leave, Personal Leave and Long Service Leave credits. When total LWOP exceeds 30 calendar days in a calendar year, the entire period of LWOP is not to count as service for the purposes of Annual Leave, Personal Leave and Long Service Leave credits and the leave credits will then be adjusted accordingly.

**Placement of employees returning from Miscellaneous Leave Without Pay (LWOP)**

196. Where an employee has approved Miscellaneous Leave without pay (LWOP) in accordance with Clause 194 for not less than 12 months, the Director may declare the position occupied by the employee vacant and the employee will not have a
right of return to that particular position, although the employee will retain their substantive APS classification.

197. The Director may not approve Miscellaneous Leave without pay for periods longer than 12 months unless satisfied that a job as near as possible in status and salary to the position formally occupied by the employee will be available within 3 months following the employee’s return from leave.

Public Holidays

198. Consistent with s.115 of the FW Act employees will be entitled to the following public holidays:
   a) New Year's Day (1 January)
   b) Australia Day (26 January)
   c) Good Friday
   d) Easter Monday
   e) Anzac Day (25 April)
   f) The Queen's birthday holiday (on the day on which it is celebrated in a state or territory or a region of a state or territory)
   g) Christmas Day (25 December)
   h) Boxing Day (26 December)
   i) 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 from counting as a public holiday.

199. 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.

200. The Institute will treat the following days as public holidays for the purposes of determining employee entitlements:
   a) Easter Saturday;
   b) Canberra Day if it is generally observed as a public holiday in the Australian Capital Territory (for employees based for work purposes in the Australian Capital Territory);
   c) Labour Day (on the day on which it is celebrated in the State or Territory or a region of a State or Territory in which an employee is based for work purposes); and
   d) 27 December if Christmas Day falls on a Monday or Tuesday, 28 December if Christmas Day falls on a Sunday, or 29 December if Christmas Day falls on a Thursday, Friday or Saturday.

201. The Director and an employee may agree on the substitution of a day or part-day that would otherwise be a public holiday, having regard to operational requirements.

202. An employee who is absent on a day or part-day that is a public holiday in the place where the employee is based for work purposes, is entitled to be paid for
the part or full day absence as if that day or part-day was not a public holiday, except where that person would not normally have worked on that day.

203. Where a public holiday falls during a period when an employee is absent on leave (other than annual or paid personal leave) there is no entitlement to receive payment as a public holiday. Payment for that day would be in accordance with the entitlement for that form of leave (e.g. if on long service leave on half pay, payment is on half pay).

Christmas Closure

204. The Institute will be closed on ordinary business days between Christmas Day and New Year’s Day. The Director may decide to close the Institute:

(i) On 24 December when this is a Monday.
(ii) On 2 January when this is a Friday.

205. The two working days between Christmas and New Year will be treated as additional paid annual leave. If the Director chooses to close the Institute in accordance with the previous clause on either 24 December or 2 January, employees must use annual leave, flex leave or Miscellaneous Leave With Pay or be directed to take annual leave on that day.

War Service Sick Leave

206. Staff will generally be granted war service sick leave while unfit for duty because of a war-caused condition.

207. A war-caused condition means an injury or disease of a member of staff that has been determined under the Veteran’s Entitlements Act 1986 to be war-caused or defence-caused.

208. Staff will accrue a credit of nine weeks on commencement in the APS and an annual credit of three weeks for each year of APS service. Unused credits will accumulate to a maximum of nine weeks.
SECTION 5 – REMUNERATION

Salary Increases

209. All salaries will increase by 3.9% with effect from the date of commencement of this Agreement. On 4 July 2013 all salaries will increase by a further 2.1%.

Adjustments to the salary range at Executive Level 1

210. The middle pay-point at EL1 will be increased by $1,000 immediately following the first pay rise set out in Clause 209. The lowest pay-point at EL1 will be increased by $2,000 immediately following the first pay rise set out in Clause 209.

Adjustments to paypoints within APS Levels 1 to 4

211. The number of paypoints in APS Levels 1 to 4 will be progressively reduced from 4 paypoints to 3 paypoints. This will be done by creating a new paypoint midway between paypoints 2 and 3 for each Level. Employees on the previous paypoint 1 will be retained on that paypoint until they receive advancement when they will move to the new middle paypoint. Employees on the previous paypoint 2 will be retained on that paypoint until they receive advancement when they will move to the highest paypoint in their Level. Employees on the previous paypoint 3 will be retained on that paypoint until they receive advancement when they will move to the highest paypoint in their Level. The former paypoints two and three will only be used for retention purposes. Advancement is conditional on satisfactory performance as described in the paypoint advancement rules described later in this section.

Productivity bonus at start of the Agreement

212. In recognition of employees’ positive contributions to the Institute’s ICT and Business Transformation Program, a bonus will be paid to all eligible employees within four weeks of the start of this Agreement as follows:

- Executive Level employees: $850,
- APS Level 5 and 6 employees: $600,
- APS Level 1 to 4 employees: $450.

213. For the purposes of the bonus described in the previous clause eligible employees are all those employed by the Institute on the date this Agreement commences. The amount of the payment will be determined by the employee’s substantive classification level at the start of this Agreement.

Conditional bonus for Executive Level 1 employees on the top pay-point

214. All Executive Level 1 employees on the top Executive Level 1 paypoint as at 28 February 2013 and who were employed by the Institute on the date this Agreement commenced will be entitled to receive a one-off productivity bonus of $500 on that date provided their performance over the previous six months is assessed as satisfactory. This bonus will not be reduced for part-time employees.

Conditional bonus in July 2013

215. As part of its ICT and Business Transformation Program the Institute is introducing more rigorous project management procedures. The Director will, following consultation with the Consultative Committee, approve a further
productivity payment to be made to eligible employees in the first complete pay period after 30 June 2013 if sufficient productivity gains are generated by the Program by 31 May 2013 to fund the payment. The assessment of the productivity gains will be based substantially, but not necessarily exclusively, on the progress of projects as reported by a new project registration and workflow system that will contain information about planned and actual milestone dates for all projects. The maximum payment by classification level will be as shown in the following table. Any reduction in the bonus caused by a shortfall in productivity gains will be applied proportionally across all levels.

<table>
<thead>
<tr>
<th>Classification</th>
<th>Maximum bonus</th>
</tr>
</thead>
<tbody>
<tr>
<td>Executive Level</td>
<td>$450</td>
</tr>
<tr>
<td>APS 5 and 6 Level</td>
<td>$325</td>
</tr>
<tr>
<td>APS 1 to 4 Level</td>
<td>$250</td>
</tr>
</tbody>
</table>

216. For the purposes of the bonus described in the previous clause eligible employees are all employees continuously employed by the Institute from 1 February 2013 to 31 May 2013 except those on leave without pay (other than personal leave without pay, maternity leave without pay and parental leave without pay) throughout this period. The amount of the payment will be determined by the employee’s substantive classification on 31 May 2013.

New Salary Rates

217. Attachment A.1 details the new salary rates payable to employees for the duration of this Agreement. For members of the CSS and the PSS Defined Benefit scheme (PSSdb), these rates are salaries for the purposes of superannuation, leave, severance benefit and termination payments. For members of the PSS Accumulation Plan (PSSap) and other superannuation schemes, these rates are salaries for the purposes of leave, severance benefit and termination payments. Where an allowance is identified as counting towards superannuation, the allowance will be included in the superannuation salary for members of all superannuation schemes.

Salary on Commencement or Promotion

218. Where an employee commences work with the Institute, salary will be payable at the minimum point of the salary range applicable to the classification of the job. In exceptional circumstances, the Director may approve the payment of a salary above the minimum pay-point, having regard to the experience, qualifications and skills of the employee and his or her likely corporate contribution to the job at that level.

219. Where an employee is promoted within the Institute, salary will be payable at either the minimum point of the salary range applicable to the classification of the job, or at a higher pay point if they have already attained that level through temporary performance as per the pay-point advancement rules in Clauses 221 to 223. The Director may approve the payment of a salary above the minimum pay-point where the employee has performed at that level in the AIHW on a temporary basis for a total period of at least 6 months in the previous two years.
220. The Director may decide that an existing APS employee moving to the Institute at the same classification level whose current salary exceeds the maximum pay point in AIHW for that classification will be maintained on that salary until it is absorbed by AIHW pay increases at the relevant classification level at which time the employee will move to the next pay point.

Pay-point advancement rules

221. Employees are eligible for advancement to the next pay-point on either 1 March or 1 September each year. Each employee's first eligible advancement date within a classification level will be whichever of those two dates is more than six months and no more than 12 months after the date on which the employee was first substantively appointed to that classification level in the Institute. Subsequent advancement dates within that classification will be 12 months after the date on which the employee last received an advancement. Non-ongoing employees and employees who have been on long-term leave must also have performed an aggregate of at least three months’ work in the 12 months ending on the relevant advancement date in the Institute at the relevant classification level or higher. If not, they will be eligible on the next advancement date before which they have worked an aggregate of at least three months in the preceding 12 months. The Director may waive this three month qualifying period in exceptional circumstances.

222. Advancement within each classification level will be on the basis of performance review, consistent with the Performance Communication Policy referred to in Clauses 52 to 56. Employees who have their performance assessed as satisfactory or better, in accordance with the AIHW Performance Communication Policy, will be advanced to the next pay-point within their classification level. If employees who are assessed as less than satisfactory subsequently improve their performance to a satisfactory level they would then be re-considered for advancement date at the next common advancement date six months later.

223. As a transition arrangement, employees who would have been eligible for advancement under the AIHW’s Collective Agreement 2008-2012 on a date between the start of this Agreement and 28 February 2013 will still be eligible on that date. If they receive advancement then their subsequent advancement date will be 1 September 2013.

Supplemental allowances and payments

224. The Director may authorise the payment of an additional allowance to an employee to recognise particular skills, capabilities or additional responsibilities or to meet special workplace circumstances, operational requirements or to provide individual flexibility through a written individual flexibility arrangement as described in Clauses 114 to 119.

Supported Wage for Employees with a Disability

225. Supported salary rates and conditions of employment as set out in Attachment B shall apply to an employee with a disability who is eligible for consideration under the supported wage scheme.
Casual Rates

226. New non-ongoing employees engaged for three months or less, and employees engaged on an irregular or intermittent basis, will be paid a casual rates loading. Except for long service leave, they are not entitled to any form of paid leave, including miscellaneous or compassionate leave, or to payment for public holidays on which they do not work. Refer also to Clause 141. The loading is 20% of the salary for the relevant pay-point. With the agreement of the employee and their manager, non-ongoing employees engaged for more than three months may also be paid the casual rates loading in lieu of leave entitlements.

Method of Payment

227. Employees will have their fortnightly salary (calculated by using the formula as Attachment A.3) paid by electronic funds transfer into a financial institution account of their choice. There will be scope for deductions to be made at an employee's request prior to his or her fortnightly salary being transferred into his or her nominated account. The Director may approve the prepayment of salary to an employee where special circumstances exist, e.g. where the employee is taking leave to travel overseas.

Salary Packaging

228. Employees may choose to sacrifice a proportion of the salary component of their remuneration package consistent with Institute Salary Packaging Guidelines.

229. All fringe benefits taxes and administrative costs that are incurred because of the salary packaging arrangements will be met by the employee on a salary sacrifice basis.

230. When an employee enters into a salary sacrifice arrangement, salary for all purposes will be the pre-sacrifice salary rate.

Superannuation

231. The Institute will make compulsory employer superannuation contributions as required by the applicable legislation and fund requirements. The superannuation salary will not be reduced by any amounts that the employee chooses to salary sacrifice.

232. Employer contributions to the PSSap will be the rate specified by the rules of PSSap but not less than 15.4% of the employee’s superannuation salary, calculated according to the ordinary time earnings method. Employer contributions for employees in other accumulation scheme plans will be at the same rate as for PSSap. This will not be reduced by any other contributions made through salary sacrifice arrangements. This clause does not apply where a superannuation fund cannot accept employer superannuation contributions (eg unable to accept contributions for people aged over 75).

233. During periods of paid parental leave (which includes maternity, adoption, foster and partner leave), employer contributions to all complying accumulation superannuation funds including PSSap will continue at the rate payable in the full pay period immediately prior to commencing parental leave.

234. The Director may choose to limit superannuation choice to complying superannuation funds that allow contributions to be paid through fortnightly electronic funds transfer (EFT) with data uploaded from an electronic batch file.
Any fees associated with EFT will be borne by the Institute. Any other fees applied by a chosen fund associated with the administration of superannuation contributions will be borne by the employee.

**Temporary Reassignment of Duties at a higher level, and Higher Duties Allowance**

235. Where an employee is required to temporarily perform higher duties for a continuous period of 5 working days or more, and accepts the full responsibility and accountability that attaches to that job, the Director will approve an appropriate amount of Higher Duties Allowance for the entire period. Higher Duties Allowance must be paid at an existing pay point, and the amount of the Allowance is the difference between the employee’s salary at his or her substantive level, and the pay point at which s/he is being paid for the higher duties. It is normally paid at the bottom pay point of the temporary reassignment level range.

236. Where an employee is required to temporarily perform higher duties that constitute only part of the responsibility and accountability that normally attaches to the higher-level position (‘partial performance’) for a continuous period of 5 working days or more, the Director may approve an appropriate amount of Higher Duties Allowance at a pay point which is higher than the employee’s substantive classification level pay point, but lower than the bottom pay point of the range of the temporary reassignment level. Where an employee’s substantive pay point is at the top of the range of the level immediately below the temporary reassignment level, there is no capacity to approve ‘partial performance’.

237. An employee who is receiving Higher Duties Allowance, and has approved paid leave or observes a public holiday within the approved period, will continue to receive the allowance during that absence. However, the period of Higher Duties will not start at the beginning of a leave period.

238. An employee who is undertaking higher duties and being paid an allowance will remain at his or her substantive level.

239. The allowance will be recognised for superannuation purposes subject to CSS and PSS rules, and for the purpose of calculation of a severance benefit if it has been received for a continuous period of at least 12 months (see Clause 304).

240. An employee who is receiving Higher Duties Allowance will be first eligible for pay-point advancement in the higher classification level on 1 March or 1 September provided they have worked for a continuous period of more than six months at a particular pay-point in the higher level on that date. Employees who have their performance assessed as satisfactory or better at the higher level in accordance with the AIHW Performance Communication Policy, will be advanced to the next pay-point within that classification level. If the employee continues to work at that higher level or is promoted to that level on a substantive basis subsequent advancement dates will be 12 months after the date on which the employee last received an advancement. Broken periods of performance at higher levels affect pay-point advancement, as described in Clause 241.

241. ‘One-in-two rule’. Where an employee performs higher duties in broken periods:

(i) pay-point advancement will be due on 1 March or 1 September each year when an employee has satisfactorily performed more than six months
higher duties at a particular pay-point in the higher classification level in a
twenty-four month period ending on those dates; and
(ii) an employee who does not perform higher duties at that classification for
two consecutive years, reverts to the minimum of the range for any
subsequent higher duties.

242. Vacancies will be reviewed promptly as part of workforce planning
arrangements.

243. Where vacancies occur for periods of less than 5 working days, work will be
reorganised wherever possible and therefore payment of the allowance that is
provided for in Clause 235 would not be applicable.

244. Where an employee is required to work temporarily in a Senior Executive Service
(SES) job for a period of 5 working days or more, the employee will be paid a
Higher Duties Allowance selected by the Director, but not less than the rate of
$10,000 per year. This allowance is payable in addition to any additional skills or
responsibilities allowance. The Higher Duties Allowance will be reviewed if the
employee acts in the SES job for a period of 3 months or longer.

**Reassignment at a lower level and salary on reduction**

245. Where an employee requests to temporarily work at a lower level, and the
request is approved, the Director may determine that the employee shall be paid
at a rate of salary applicable to the lower level for the period specified in the
request. Where an employee requests an ongoing reduction in classification, and
the request is approved, the Director may determine that the employee shall be
paid at a rate of salary applicable to the lower level on an ongoing basis.
SECTION 6 – ALLOWANCES AND EXPENSES

Official Travel

246. The cost of travel for official business represents a significant item of expenditure for the Institute. The parties to this Agreement are committed to minimising the cost of travel incurred by the Institute to ensure an efficient capacity to meet all necessary travel needs associated with the work program.

247. Employees travelling on official business are expected to minimise travel costs through:
   (i) use of ground transportation options where such is more appropriate than travel by air;
   (ii) appropriate choice of airline to best suit travel arrangements and Institute policies;
   (iii) planning of travel arrangements to take advantage of cheaper air travel through using advance purchase fares and using accommodation and conference attendance fee(s) discounts;
   (iv) maximising business use of frequent flyer points accrued from Institute or government-funded travel; and
   (v) minimising the cost of the on-ground transport associated with official travel; e.g. using accommodation as close as possible to work venues (taxi travel from work venue to accommodation, paid for by the Institute, will only be used in exceptional circumstances).

Travelling Allowances and Expenses

248. Arrangements and additional details for travelling allowances for domestic and overseas travel are described in the Institute’s Travel Guidelines.

249. An employee who is required to travel outside the ACT on official business but is not absent overnight may claim reimbursement of reasonable expenses including meals incurred during their absence. Reimbursement will be timely and employees may claim an acquittable petty cash advance for such expenses.

250. An allowance will be payable to an employee who travels on official business and is away from home overnight within Australia. The allowance, which may be payable in advance, is to meet the cost of meals and any incidental expenses incurred by the employee when travelling on official business and will be calculated in accordance with the rates set out in Clause 251(iii). Clause 261 sets out the relevant class of air travel.

251. Where an employee is required to travel on official business and is away from home overnight, the Institute will:
   (i) Pay actual accommodation costs incurred. This may involve access to a corporate credit card, or may be achieved by billing agreed costs directly to the Institute. Information on limitations on accommodation costs and the arrangements for payments of travel expenses may be found in the Institute Travel Guidelines; or
   (ii) Pay a non-acquittable allowance, of $45.00 per night, for accommodation costs where an employee is absent overnight on official business and does not stay in commercial accommodation; and
(iii) Pay an additional allowance for meals and incidental expenses to cover incidental transport/parking, meals, private telephone and other costs. These amounts will be the appropriate rates as published in the annual Taxation Ruling covering reasonable travel and meal allowance expense amounts; and

(iv) Pay a pro-rata allowance additional to the appropriate overnight stay payment where the total time away exceeds a multiple of 24 hours; and

(v) Pay for ground transport between home and airport (and return) or airport parking in Canberra, and between airport and the business venue or accommodation within 10 kilometres of the business venue. Taxis may be utilised between a business venue and accommodation within 10 kilometres of the business venue when the use of public transport is not practicable. Where Canberra airport parking vouchers are provided no payment for use of private car will be made, as this is a trip to and from work.

252. Alternative travel plans which offer a net benefit to the Institute will be considered on a case-by-case basis.

253. Subject to the presentation of receipts or other evidence, and appropriate justification, the Director may approve an additional payment in circumstances where an employee has incurred additional reasonable costs, which may include essential household or dependant-care expenses. Refer also to Clause 254 regarding travel to attend training and development courses.

254. Where the Director directs an employee(s) to attend training and development courses outside the employee’s normal hours of duty or outside Canberra, the Director will view favourably and may approve an application to reimburse additional reasonable costs, which may include essential household or dependant-care expenses. For additional information on reimbursement refer to the Institute’s Travel Guidelines. For information on treatment of journey time or work outside normal hours of duty, the principles of Section 3 apply.

255. Clauses 248 to 253 apply for periods of 2 weeks or less. For travel periods in excess of 2 weeks, refer to Clause 257 (Temporary Relocation Assistance).

**Temporary Relocation Assistance for employees**

256. Where, for a period of 2 weeks (i.e. 14 days) or less, an employee is required to work in a geographic location other than the city in which their normal place of work is located, he or she will be paid Travelling Allowance as per Clauses 248 to 253.

257. Where, for a period in excess of 2 weeks (i.e. 14 days) an employee is required to work in a location other than the city in which their normal place of work is located, the Director and the employee will negotiate an agreed package of assistance, effective from the day on which an employee commenced work at the new location, to meet the additional costs incurred as a result of the employee being temporarily relocated.

**Reimbursement of Fares**

258. Where an employee becomes critically or dangerously ill while he or she is travelling on official business, and a Close Relative travels to visit the critically or dangerously ill employee, the Institute will, where requested and supplied with medical evidence, reimburse the relative for reasonable travel costs.
Overseas Travelling Allowances

259. Where an employee is required to travel overseas on official business, he or she will be:
   (i) reimbursed for reasonable costs associated with preparations for overseas travel including passport, visas, inoculations, etc.;
   (ii) eligible to travel at the relevant class of air travel set out in Clause 261;
   (iii) provided with a corporate credit card to meet acquittable costs, e.g. accommodation and any unforeseen work related expenses, where these expenses cannot be directly billed to the Institute; and
   (iv) paid an Overseas Travelling Allowance for meals and incidental expenses equal to the Australian Taxation Office reasonable amount for the relevant country, applicable at the time of travel, less a deduction for meals provided.

260. The Director may, subject to the presentation of receipts or other evidence, and appropriate justification, approve an additional payment in circumstances where an employee has incurred additional reasonable costs.

Class of Travel

261. Economy class travel will normally be used where an employee is required to travel by air on official business except where the Director determines otherwise for reasons of, but not limited to, employee health or disability, distance travelled and time changes involved.

262. The Director may approve rest periods for an employee travelling overseas (other than to New Zealand) having regard to distance travelled and time changes involved.

Motor Vehicle Allowance

263. The Director may approve that payment of an allowance to an employee for the use of a car owned or hired by the employee at their own expense for official purposes, where the Director considers that this will be cost-effective for the Institute. For the life of this Agreement, such approved employees will receive a Motor Vehicle Allowance of 63 cents per kilometre for vehicles with an engine up to 1600cc and 74 cents per kilometre for motor vehicles with an engine more than 1600cc. (see Clause 252).

Parking Expenses

264. When an employee is required to work continuously at a location where parking is only available on a paid basis, the Director may approve payments to meet local parking expenses, where the purchasing option chosen is the most economical outcome for the Institute.

265. If parking becomes available at the Institute’s offices only on a paid basis, the Consultative Committee will establish a working group to consider ways of delivering parking options to staff.

Loss, Damage and Indemnity

266. The Director may reimburse an employee for loss or damage to clothing or personal effects which occurred in the course of his or her work whilst in Australia.
First Aid Allowance

267. Where the Director is satisfied that an employee possesses a First Aid Certificate and continuing ability commensurate with that qualification and the employee has been appointed to First Aid duties, the employee will be paid an allowance of $25.00 per fortnight. See also Clause 41.

Fire Warden Allowance

268. Where the Director is satisfied that an employee has been duly appointed to duties as a Fire Warden and has undertaken the training needed to discharge those duties, the employee will be paid an allowance of $15.00 per fortnight. See also Clause 41.

Workplace Harassment Contact Officer Allowance

269. Where the Director is satisfied that an employee has been duly appointed to duties as a Workplace Harassment Contact Officer and has undertaken the training needed to discharge those duties, the employee will be paid an allowance of $15.00 per fortnight. See also Clause 41.

Workplace Health and Safety Representative Allowance

270. Where the Director is satisfied that an employee has been duly appointed to duties as a Workplace Health and Safety Representative and has undertaken the training needed to discharge those duties, the employee will be paid an allowance of $15.00 per fortnight. See also Clause 41.

Emergency Out-of-Hours Contact Allowance

271. Where the Director is satisfied that an APS Level 1 to 6 employee has agreed to a request to be contactable by phone out-of-hours in order to take an emergency call or to provide urgent IT support, the employee will be paid an allowance of $30.00 per fortnight. In addition the employee will be entitled to be paid at overtime rates for any work undertaken at times that qualify for overtime in accordance with Clause 102 and to an additional $120.00 each time they attend Institute premises following an emergency call. The minimum payment for such work will be two hours at double time. The employee needs to be contactable by phone but is not restricted to being able to attend the Institute at any time. In exceptional circumstances the Director may approve an allowance for Executive Level staff.

Eyesight Testing

272. On request, the Institute will provide for eyesight testing and a contribution towards expenses for prescribed eyesight correction to all employees who, as an integral part of their duties, are required to operate screen based equipment.

273. Where total reimbursement has been provided by a health insurance fund, an employee is not entitled to the subsidy. Where partial reimbursement has been provided by the fund to the employee, a claim for the residual may be lodged with the Institute.

274. Employees are entitled to retesting at no less than 2-yearly intervals unless symptoms occur which indicate that further testing is necessary. Employees
applying for testing more frequently than this should support their application with medical evidence.

275. Subject to Clause 273, the Institute will pay the full cost of the initial testing. If an employee is referred by the person conducting the initial test to an ophthalmologist for a condition related to the purpose for which they are being tested, this referral will also be paid by the Institute.

276. Where spectacles are prescribed specifically for use with screen-based equipment, the Institute will contribute towards the expense by reimbursement of up to (subject to Clause 273):
   (i) $110.00 for single vision lenses; or
   (ii) $190.00 for bifocal or multifocal lenses.

277. For other tasks which require particular visual acuity (other than screen-based work) the range of test, testing procedures and reimbursement levels will be set by the Director for that function.

278. Visual correction which is recommended for general use, such as reading and driving, will not be reimbursed.

**Relocation Assistance associated with recruitment**

279. Employees who are engaged on an ongoing basis, or for a specified term of 12 months or more, or are moved on an ongoing basis from another APS agency to the Institute, and the action involves relocation from a different geographic location within Australia will receive the following forms of assistance where they are applicable:
   (i) payment or reimbursement of reasonable transport and removal costs (as agreed with the Director); and
   (ii) reimbursement or payment of reasonable temporary accommodation costs (as agreed with the Director); and
   (iii) reimbursement of other expenses up to $1,100.

**Memberships of Professional Associations**

280. The Institute will reimburse or pay for the cost of annual membership fees of professional associations up to $850 a year where membership of the association is an essential requirement for the position, eg, membership of a professional accounting body for senior finance staff. The Institute will reimburse or pay up to $42 a year per employee towards annual membership of other professional associations relevant to the work of the Institute.

**Healthy Lifestyle Payment**

281. In recognition of the benefits of a healthy lifestyle, a reimbursement of up to $299 for each year ending on 31 March (relevant year) will be provided to qualifying employees for equipment, clothing, footwear and accessories purchased to assist them participate in healthy lifestyle activities. The limit for the period from the start of this Agreement to 31 March 2013 will not be proportionally reduced.

282. Qualifying employees are all full-time and part-time ongoing, non-ongoing and casual employees who have been an employee of the Institute for at least three months in the relevant year and are still an employee of the Institute on the day they submit their claim.
283. Only one application per employee per relevant year will be processed for reimbursement of one or more qualifying expenses up to a total of $299. All applications are to be submitted with relevant documentation for processing before 31 March in each relevant year.

Additional Allowances

284. Following meaningful discussions with employees, including where requested, their representatives, the Director may determine additional allowances to cover circumstances as they may arise. Any such additional allowances would be provided through an Individual Flexibility Arrangement as per Clauses 114 to 119. For Excess Staff Financial Counselling refer to Clause 295.
SECTION 7 – MANAGEMENT OF EXCESS EMPLOYEES

Redeployment and retrenchment

285. These provisions only apply to ongoing employees who are not on probation and with more than one year’s service.

286. Throughout the application of the following provisions:
   (i) the Director will take all reasonable steps, consistent with the efficient management of the Institute and the redeployment policy of the Australian Public Service Commission, to transfer an excess employee to a suitable position at an equal classification level within the Institute or in another APS agency; and
   (ii) an employee and where the employee chooses, their representative may raise issues concerning a retrenchment situation directly with his or her manager.

Consultation Process

287. When the Director is aware that an employee(s) is likely to become excess to requirements, the Director will at the earliest practicable time advise the employee(s) and other employees within the relevant work unit, and their union representatives, of the situation.

288. Discussions with the potentially excess employee(s) or, where an employee requests, with the employee’s representative, will be held to consider:
   (i) reasons why the employee(s) is likely to become excess;
   (ii) measures which might be taken to reduce the incidence of an employee becoming excess;
   (iii) redeployment opportunities including the potential for a job exchange with another APS agency for the employee(s) concerned and identifying whether the employee(s) seeks redeployment; and
   (iv) whether voluntary retrenchment might be appropriate and whether the employee(s) wants to be offered voluntary retrenchment.

289. The Director may, prior to the conclusion of these discussions, invite employees who are not potentially excess to express interest in voluntary retrenchment, where those retrenchments permit the redeployment of employees who are potentially excess.

290. The Director will not advise an employee that he or she is excess until the discussions referred to in Clause 288 have occurred. The period of these discussions will be one month, unless the employee agrees to a lesser period or both the Director and the employee agree to a greater period.

Voluntary Retrenchment

291. Following the consultation process and subject to Clause 286, the Director may declare an employee or employees to be excess by notification in writing, and will make an offer of voluntary retrenchment to each excess employee. The offer will be made only once.
292. The employee(s) identified as excess have two options:
   (i) to accept voluntary retrenchment, which means termination of APS employment and entitlement to a severance benefit, or
   (ii) to reject voluntary retrenchment, which means the provisions relating to retention periods (Clauses 305 to 315) apply.

293. Where the Director makes a written offer of voluntary retrenchment to an excess employee, the employee will have one month to elect to accept or reject the offer. The Director will not give notice of termination of employment before the end of that period or until an election is received (in circumstances where the election is received before the end of that period). At least one week must have expired before an election can be made – that is, the employee must take at least one week to give the matter due consideration.

294. Within the one-month election period identified in Clause 293 the employee must be given information on the:
   (i) amount of severance pay,
   (ii) amount of pay in lieu of notice
   (iii) amount of paid up leave credits;
   (iv) amount of accumulated superannuation contributions;
   (v) options open concerning superannuation, and
   (vi) taxation rules applying to the various payments.

Financial Counselling

295. The employee should also be advised that he or she may have access to an amount up to $500 (including GST) for financial counselling in addition to counselling provided under the Employee Assistance Program.

Period of Notice

296. Where the employee agrees to be voluntarily retrenched, the Director can approve the termination of the employee's employment under Section 29 of the Public Service Act 1999, and upon approval will give the required notice of termination. The period of notice will be 4 weeks (or 5 weeks for an employee over 45 years of age with at least 5 years of continuous service).

297. Where an employee resigns or is terminated at the beginning of, or within, the notice period, the employee will receive payment in lieu of notice for the unexpired portion of the notice period.

Severance Benefit

298. An employee whose employment is terminated by the Director under Section 29 of the Public Service Act 1999 on the grounds that he or she is excess to requirements is entitled to be paid a sum equal to 2 weeks salary for each completed year of continuous service (subject to Clauses 299 to 303), plus a pro rata payment for completed months of service since the last completed year of service, subject to any minimum amount the employee is entitled to under the Fair Work Act 2009 National Employment Standards (NES).

299. For earlier periods of service to count, there must be no breaks between the periods of service, except where:
(i) The break in service is less than 1 month and occurs where an offer of employment with the new employer was made and accepted by the employee before ceasing employment with the previous employer; or

(ii) The earlier period of service was with the APS and ceased because the employee was deemed to have resigned from the APS on marriage under the repealed section 49 of the Public Service Act 1922.

300. The minimum payable will be 4 weeks salary and the maximum will be 48 weeks salary.

301. The severance benefit will be calculated on a pro rata basis for any period where an employee has worked part-time hours during their period of service and the employee has less than 24 years full-time service, subject to any minimum amount the employee is entitled to under the NES.

302. Subject to Clause 303, service for severance pay purposes means:

(i) service in the Institute;

(ii) government service as defined in s. 10 of the Long Service Leave (Commonwealth Employees) Act 1976;

(iii) service with the Commonwealth (other than service with a Joint Commonwealth-State body corporate in which the Commonwealth does not have a controlling interest) which is recognised for Long Service Leave purposes;

(iv) service with the Australian Defence Forces;

(v) APS service immediately preceding deemed resignation (as defined), if the service has not previously been recognised for severance pay purposes; and

(vi) service in another organisation where an employee was transferred from the APS to that organisation with a transfer of function or an employee engaged by that organisation on work within a function is appointed as a result of the transfer of that function to the APS and such service is recognised for Long Service Leave purposes.

303. Absences from work which do not count as service for any purpose will not count as service for severance pay purposes. Additionally, any period of service which ceased:

(a) through termination on the following grounds:
   - the employee lacks, or has lost, an essential qualification for performing his or her duties;
   - non-performance, or underperformance, of duties;
   - inability to perform duties because of physical or mental incapacity;
   - failure to satisfactorily complete an entry level training course;
   - failure to meet a condition imposed under subsection 22(6) of the Public Service Act 1999; or
   - a breach of the Code of Conduct; or

(b) on a ground equivalent to a ground listed in subparagraph (a) above under the repealed Public Service Act 1922; or

(c) through voluntary retirement at or above the minimum retiring age applicable to the employee; or

(d) with the payment of a redundancy benefit or similar payment or an employer-financed retirement benefit.
Rate of Payment - Severance Benefit

304. For the purpose of calculating any payment under Clause 298, salary will include:

(i) the employee's salary;
(ii) Higher Duties Allowance, where the employee has been receiving the Allowance for a continuous period of at least 12 months immediately preceding the date on which the employee is given notice of termination; and
(iii) other allowances in the nature of salary which are paid during periods of Annual Leave and on a regular basis, excluding allowances which are a reimbursement for expenses incurred, or a payment for disabilities associated with the performance of duty.

Retention Periods

305. An employee who is offered Voluntary Retrenchment and does not accept the offer will be involuntarily terminated by the Director under Section 29 of the Public Service Act 1999 after the following relevant retention period has elapsed:

(i) 13 months where an employee has 20 or more years of service or is over 45 years of age; or
(ii) 7 months for other employees.

306. If an employee is entitled to a redundancy payment under the NES, the retention period at Clause 305 will be reduced by the number of weeks’ redundancy pay that the employee will be entitled to under the NES on termination, calculated as at the expiration of the retention period (as adjusted by this clause).

307. An employee who has rejected Voluntary Retrenchment in favour of serving the relevant retention period will not be entitled to payment of a severance benefit (other than the employee’s NES entitlement to redundancy pay and any balance left on the retention period in accordance with Clause 313).

308. The Director will not terminate the employment of an excess employee where the employee has not been made a written offer of voluntary retrenchment as per Clause 293 or has elected to be voluntarily retrenched but the Director has refused to approve it.

309. The retention period will commence on the earlier of the following:

(i) the day the employee is advised in writing by the Director that he or she is an excess employee; or
(ii) one month after the day on which the Director makes a written offer of voluntary retrenchment to the employee.

310. During the retention period the Director:

(i) will continue to take reasonable steps to find alternative employment for the excess employee; and/or
(ii) may, with 4 weeks' notice, reduce the excess employee's classification as a means of securing alternative employment for the excess employee. Where an excess employee is reduced in classification before the end of the appropriate retention period, the employee will continue to be paid at their previous level for the balance of the retention period.
311. If requested by the excess employee, the Institute will meet reasonable travel and incidental expenses incurred exclusively for the purpose of seeking alternative employment in Australia, where these are not met by the prospective employer.

312. The retention periods specified in Clause 305 and the notice period specified in Clause 315 will be extended by any periods of Personal Leave supported by medical evidence which is taken during these periods, up to a maximum of 18 days.

313. Where the Director believes there is insufficient productive work available for an excess employee within the agency during the retention period and that there is no reasonable redeployment prospects in the APS, the Director may (subject to the following Clause 314) terminate the employee’s employment under Section 29 of the Public Service Act 1999 and pay the balance of the retention period as a lump sum comprising:

   (i) the balance of the retention period (as shortened for the NES under Clause 306) and this payment will be taken to include payment in lieu of notice of termination of employment, plus

   (ii) the employee’s NES entitlement to redundancy pay.

314. Except, where agreed by the employee, the employee’s employment will not be terminated within 3 months of the start of the retention period.

315. The excess employee will be given 4 weeks notice (or 5 weeks notice for an employee over 45 years with at least 5 years of continuous service). The specified period of notice will as far as practicable be concurrent with the retention periods.
SECTION 8 – DISPUTE RESOLUTION

Resolving Workplace Issues

316. It is agreed to work cooperatively to address any workplace issues that may arise by:
   (i) promptly addressing the issues as far as is practicable at the workgroup level, discussing them in an open and honest way; and
   (ii) seeking to resolve the issues wherever possible without recourse to third parties, though an employee may choose to be accompanied, guided, assisted or advised by (a) person(s) of his or her choice, (e.g. an employee representative such as a trade union representative). Where an employee so chooses, he or she will inform his or her manager.

317. On request, an employee will be provided with written reasons for a decision by a manager concerning his or her employment.

Review of Employment Actions

318. Where a disagreement arises over decisions or actions affecting an employee(s), every effort should be made to resolve the matter through discussions between the relevant manager and the employee(s) concerned.

319. Where those discussions fail to resolve the matter, an employee(s) may refer the matter to the next level of management for resolution or to a higher level of management in exceptional circumstances.

320. Information about review rights under the Public Service Act 1999 is available through the AIHW’s People Unit.

Industrial Dispute Prevention and Settlement Procedures

321. If a dispute relates to a matter arising under this agreement or the NES, the parties to the dispute must attempt to resolve the matter at the workplace level by discussions between the employee or employees concerned and the relevant supervisor/manager. If these discussions do not resolve the dispute, the parties to the dispute will endeavour to resolve the dispute in a timely manner either through discussions with more senior levels of management where appropriate or through alternative dispute resolution methods.

322. If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Australia.

323. Fair Work Australia may deal with the dispute in two stages:
   a) Fair Work Australia 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 Fair Work Australia is unable to resolve the dispute at the first stage, Fair Work Australia may then:
      i. arbitrate the dispute; and
      ii. make a determination that is binding on the parties.

324. If Fair Work Australia arbitrates the dispute, it may also use the powers that are available to it under the Fair Work Act 2009.
325. A decision that Fair Work Australia makes when arbitrating a dispute is a decision for the purpose of Division 3 of Part 5.1 of the *Fair Work Act 2009*. Therefore, an appeal may be made against the decision.

326. The agency or an employee or employees who are party to the dispute may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.

327. Resolution of disputes is to occur in good faith by following the same principles as good faith bargaining requirements in section 228 of the *Fair Work Act 2009*.

328. While the parties are trying to resolve the dispute using the procedures in this term, an employee must continue to perform his or her work as he or she would normally in accordance with established custom and practice at the Institute that existed prior to the dispute arising, unless he or she has a reasonable concern about an imminent risk to his or her health or safety. If this occurs employees must comply with any direction given by the Director to perform other available work at the same workplace, or at another workplace, unless:
   a. the work is not safe; or
   b. applicable workplace health and safety legislation would not permit the work to be performed; or
   c. the work is not appropriate for the employee to perform; or
   d. there are other reasonable grounds for the employee to refuse to comply with the direction.

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

330. Any disputes arising under a previous collective or enterprise agreement, or the National Employment Standard, that are unresolved at the date of commencement of this Agreement will be progressed under the dispute resolution procedures in this Agreement.

**Termination of Employment – Review Mechanisms**

331. The sole and exhaustive rights and remedies of an employee in relation to termination of employment are those that the employee has under:
   (i) Parts 3-1 and 3-2 of the *Fair Work Act 2009*;
   (ii) other Commonwealth laws (including the Constitution), and
   (iii) at common law.

332. Termination of employment, or a decision to terminate employment, cannot be reviewed under the dispute avoidance and settlement procedures or the review of action procedures addressed in Clauses 318 to 330 of this Agreement.

333. Nothing in this agreement prevents the Director from terminating the employment of an employee for serious misconduct, without further notice or payment in lieu, in accordance with the *Fair Work Act 2009*, subject to compliance with the procedures established by the Director for determining whether an employee has breached the Code of Conduct under section 13 of the *Public Service Act 1999*.  

Australian Institute of Health and Welfare Enterprise Agreement 2012-2014
DEFINITIONS


Agency  means an agency as defined in the Public Service Act 1999.


APS  Australian Public Service.

Casual rates loading  A loading paid in lieu of access to payment for public holidays on which the employee is not rostered to work and paid leave, except for long service leave.

Close relative  means a spouse (including a de facto spouse), a same-sex partner, a child, a parent, a sister or a brother of the employee or his or her spouse or any other person who, by reason of special circumstances of a particular case, is considered by the relevant manager to be a close relative of the employee or his or her spouse.

Compensation  means entitlements, including leave, provided for under the Safety Rehabilitation and Compensation Act 1988.

Contractor (independent)  means a person or company engaged under common law to provide goods or services.

Corporate Plan  means the Australian Institute of Health and Welfare Corporate Plan 2007-2010, and any successor during the life of this Agreement.

CSS superannuation  means the Commonwealth Superannuation Scheme (CSS) provided for under the Superannuation Act 1976.

Deemed Resignation  means resignation under the repealed s. 49 of the Public Service Act 1922.

De facto partner  a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes);

Dependant  In relation to an employee, means someone who is dependent on the employee for care, support and attention.

Dependent Child  in relation to an employee means a child who is a dependant of the employee and less than 21 years of age.

Director  means the Director of the Australian Institute of Health and Welfare, or a person acting in that position, or his or her delegate.

Employee  An "employee" of the Australian Institute of Health and Welfare, whether full-time or part-time, ongoing or non-ongoing, who is employed under and within the meaning of the Public Service Act 1999.

Excess Employee  An employee is an excess employee if:
(i) he or she belongs to a class of employees employed in the Institute whose services are no longer required for the efficient and economical working of the Institute, e.g. because of changes in the nature, extent or organisation of the functions of the Institute;

(ii) his or her services cannot be effectively used because of technological or other changes in work methods; or

(iii) is the duties usually performed by the employee are to be performed in a different locality and he or she is not willing to relocate to that locality and the Director has determined that the provisions of this clause apply to the employee.

Family

(i) a spouse or de facto partner of the employee irrespective of gender (including a former spouse or de facto partner); and/or

(ii) a child (including an adopted child, a step-child or foster child), parent, grandparent, grandchild or sibling of the employee; and/or

(iii) a child (including an adopted child, a step-child or foster child), parent, grandparent, grandchild or sibling of the employee’s spouse or partner; and/or

(iv) a member of an employee’s household; and/or

(v) for Aboriginal and Torres Strait Islander employees a person related to the employee through traditional kinship where there is a relationship or obligation, under the customs and traditions of the community or group to which the employee belongs.

Foster child

A child for whom the employee has assumed primary responsibility for the long term care of the child who is, or will be, under 16 years of age and the child is not (otherwise than because of the fostering) a child of the employee or the employee’s spouse or de facto partner.

FWA
Fair Work Australia

Institute
means the Australian Institute of Health and Welfare.

Irregular or Intermittent Employment
Employment under section 22 (2)(c) of the Public Service Act 1999.

Manager
means the manager of the Division, Unit or workgroup in which the employee works.

Meal period
means any of the following periods - 6.00 am to 8.00 am, 12.00 pm to 2.00 pm and/or 6.00 pm to 8.00 pm.

Medical evidence
means a certificate provided by a:

(i) registered medical practitioner or dentist, optometrist, optician, radiographer, physiotherapist, chiropractor, pharmacist or podiatrist; or

(ii) a health practitioner other than a doctor (e.g. naturopath, herbalist, homoeopath, iridologist, osteopath, acupuncturist) in circumstances where the employee has either been referred to that health practitioner by a doctor or obtains a doctor's endorsement that the treatment provided was desirable.
<table>
<thead>
<tr>
<th><strong>Mobility purposes</strong></th>
<th>means where an employee moves to another job or work area for development or resource management reasons.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Non-ongoing Employees</strong></td>
<td>Employees engaged for a specified term or the duration of a specified task, or on an irregular or intermittent basis.</td>
</tr>
<tr>
<td><strong>Ongoing Employees</strong></td>
<td>Employees engaged under S22(2)(a) of the <em>Public Service Act 1999</em>.</td>
</tr>
<tr>
<td><strong>Partner</strong></td>
<td>means in relation to a person who is a member of a couple, the other member of the couple.</td>
</tr>
<tr>
<td><strong>Salary</strong></td>
<td>means the employee’s rate of pay (in accordance with the pay rates at Attachment A.1), and this will be salary for the purposes of Overtime, severance and termination payments. Where salary-sacrifice arrangements and/or Purchased Leave arrangements are in place, the employee’s salary will be determined as if the arrangement/s had not been entered into.</td>
</tr>
<tr>
<td><strong>Senior Manager</strong></td>
<td>the manager of the Group (Group Head) and/or Unit in which the employee works.</td>
</tr>
</tbody>
</table>
| **War Veterans** | means persons who, as a member of the Defence Force, rendered continuous full-time service outside Australia:  
  (i) as a member of a unit of the Defence Force that was allotted for duty; or  
  (ii) while the person was allotted for duty within the meaning of s. 5(12) of the *Veterans’ Entitlements Act 1986*, in an operational area described in item 4, 5, 6, 7 or 8 of Schedule 2 of that Act, during the period specified in that item. |
SIGNED

By signing below the employer and the unions bound by the Agreement signify their agreement to its terms.

On behalf of the Australian Institute of Health and Welfare

David Kalisch
Director

Signature 11/10/12

Date

On behalf of the Community and Public Sector Union

Alistair Waters
Deputy National President

Signature 10/10/12

Date

Australian Institute of Health and Welfare
26 Thynne Street
Fern Hill Park
Bruce ACT 2601

Community and Public Sector Union
Level 6
191 Thomas Street
Haymarket NSW 2000
## ATTACHMENT A.1

### SALARIES

<table>
<thead>
<tr>
<th>Classifications</th>
<th>Old Pay Point</th>
<th>Prior to commencement</th>
<th>New Pay Point</th>
<th>On commencement</th>
<th>4/07/2013</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>3.90%</td>
</tr>
</tbody>
</table>

| EL 2            | 3             | 123,741                | 3             | 128,567         | 131,267  |
|                 | 2             | 116,926                | 2             | 121,486         | 124,037  |
|                 | 1             | 110,108                | 1             | 114,402         | 116,804  |
| EL 1            | 3             | 100,364                | 3             | 104,278         | 106,468  |
|                 | 2             | 94,193                 | 2             | 98,867          | 100,943  |
|                 | 1             | 88,046                 | 1             | 93,480          | 95,443   |
| APS 6           | 3             | 81,318                 | 3             | 84,489          | 86,263   |
|                 | 2             | 77,194                 | 2             | 80,205          | 81,889   |
|                 | 1             | 73,559                 | 1             | 76,428          | 78,033   |
| APS 5           | 3             | 70,246                 | 3             | 72,986          | 74,519   |
|                 | 2             | 68,440                 | 2             | 71,109          | 72,602   |
|                 | 1             | 65,584                 | 1             | 68,142          | 69,573   |
| APS 4           | 4             | 63,714                 | 3             | 66,199          | 67,589   |
|                 | 3             | 62,830                 | R3            | 65,280          | 66,651   |
|                 | N/A           | N/A                    | 2             | 63,994          | 65,338   |
|                 | 2             | 60,353                 | R2            | 62,707          | 64,024   |
|                 | 1             | 58,827                 | 1             | 61,121          | 62,405   |
| APS 3           | 4             | 57,425                 | 3             | 59,665          | 60,918   |
|                 | 3             | 56,038                 | R3            | 58,223          | 59,446   |
|                 | N/A           | N/A                    | 2             | 57,070          | 58,268   |
|                 | 2             | 53,817                 | R2            | 55,916          | 57,090   |
|                 | 1             | 52,484                 | 1             | 54,531          | 55,676   |
| APS 2           | 4             | 50,549                 | 3             | 52,520          | 53,623   |
|                 | 3             | 48,589                 | R3            | 50,484          | 51,544   |
|                 | N/A           | N/A                    | 2             | 49,846          | 50,893   |
|                 | 2             | 47,361                 | R2            | 49,208          | 50,241   |
|                 | 1             | 46,147                 | 1             | 47,947          | 48,954   |
| APS 1           | 4             | 44,518                 | 3             | 46,254          | 47,225   |
|                 | 3             | 42,125                 | R3            | 43,768          | 44,687   |
|                 | N/A           | N/A                    | 2             | 43,193          | 44,100   |
|                 | 2             | 41,017                 | R2            | 42,617          | 43,512   |
|                 | 1             | 39,684                 | 1             | 41,232          | 42,098   |

Note: In APS 1 to 4 the new paypoints R2 and R3 are for retention purposes only. See Clause 211 for details of how paypoint advancement will occur for these classifications.
ATTACHMENT A.2

SALARY RATES

Payment of Salary

The fortnightly rate of pay will be based on the following formula:

\[
\text{Fortnightly pay} = \text{Annual salary} \times \frac{12}{313}
\]

Overtime Formula

The hourly rate for Overtime payment will be calculated using the following formula:

**Time and a half rate**

\[
\frac{\text{Annual Salary}}{313} \times \frac{6}{\text{prescribed weekly hours}^*} \times \frac{3}{2}
\]

**Double time rate**

\[
\frac{\text{Annual Salary}}{313} \times \frac{6}{\text{prescribed weekly hours}^*} \times \frac{2}{1}
\]

**Double time and a half rate**

\[
\frac{\text{Annual Salary}}{313} \times \frac{6}{\text{prescribed weekly hours}^*} \times \frac{5}{2}
\]

* For the purpose of calculating the formulae, prescribed weekly hours before Overtime is payable will be 38. The exception is Overtime worked on Sunday and outside ordinary hours on public holidays by employees whose weekly hours are 37 hours 5 minutes when prescribed weekly hours before Overtime is payable will be 37 hours 5 minutes.
ATTACHMENT B

SUPPORTED SALARY PAYMENTS FOR EMPLOYEES WITH A DISABILITY

Workers Eligible for a Supported Wage

B.1 These provisions define the conditions, which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this Agreement. In the context of these provisions, the following definitions will apply:

Supported wage system means the Commonwealth Government system to promote employment for people who cannot work at full wages because of a disability, as documented in “Supported Wage System Guidelines and Assessment Process”.

Accredited assessor means a person accredited by the managing unit established by the Commonwealth under the Supported Wage System to perform assessments of an individual’s productive capacity within the Supported Wage System.

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

Assessment instrument means the form 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.

Eligibility Criteria

B.2 Employees covered by these provisions will be those who are unable to perform the range of duties to the competence level required within the class of work 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 test for a Disability Support Pension.

B.3 These provisions do 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.

B.4 These provisions also do not apply in respect of any facility, program, undertaking, service or the like which receives funding under the Disability Service Act 1986 and fulfils the dual role of service provider and sheltered employer to people with disabilities who are in receipt of or are eligible for a Disability Support Pension, except with respect to an organisation which has received recognition under s. 10 or s. 12A of that Act, or if a part only has received recognition, that part.
**Supported Salary Rates**

B.5 Employees to whom these provisions apply shall be paid the applicable percentage of the salary prescribed by this Agreement for the class of work which the person is performing according to the following schedule:

<table>
<thead>
<tr>
<th>Assessed Capacity (Clause B.6)</th>
<th>% of prescribed salary (1)</th>
</tr>
</thead>
<tbody>
<tr>
<td>10%*</td>
<td>10%</td>
</tr>
<tr>
<td>20%</td>
<td>20%</td>
</tr>
<tr>
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(1) Provided that the minimum amount payable shall be not less than the applicable Supported Wage minimum rate as determined by FWA or such other organisation that may be authorised by legislation to determine this rate from time to time.

* When an employee's assessed capacity is 10%, they shall receive a high degree of assistance and support.

**Assessment of Capacity and Lodgment of Assessment Instrument**

B.6 For the purpose of establishing the percentage of the salary rate to be paid to an employee under this Agreement, the productive capacity of the employee will be assessed in accordance with the Supported Wage System and documented in an assessment instrument.

B.7 All assessment instruments under the conditions of these provisions, including the appropriate percentage of the Agreement wage to be paid to the employee, shall be:

(i) lodged by the Director with the Registrar of FWA; and
(ii) agreed and signed by the parties to the assessment.

**Review of Assessment**

B.8 The assessment of the applicable percentage should be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review shall be in accordance with the procedures for assessment under the Supported Wage System.

**Other Employment Conditions**

B.9 Where an assessment has been made, the applicable percentage shall apply to the salary only. Employees covered by the provisions of this Attachment will be entitled to the same terms and conditions of employment as all other employees covered by this Agreement paid on a pro rata basis.

**Workplace Adjustment**

B.10 Where the Director employs a person under the provisions of this Attachment, he or she shall take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements, work organisation and special equipment or furniture where applicable, in consultation with the Manager other employees in the relevant work area.
**Trial Period**

B.11 In order for an adequate assessment of the employee's capacity to be made, the Director may employ a person under the provisions of this Attachment for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding 4 weeks) may be needed.

B.12 During that trial period, the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.

B.13 The minimum amount payable to the employee during the trial period shall be no less than $56.00 per week.

B.14 Where the Director and employee wish to establish a continuing employment relationship following the completion of the trial period, a further period of engagement shall be entered into based on the outcome of assessment under Clause B.6 of this Attachment.
ATTACHMENT C

PRINCIPLES RELATING TO WORKPLACE DELEGATES

Rights of workplace delegates and elected union representatives

The role of union workplace delegates and other elected union representatives is to be respected and facilitated.

The Institute and union workplace delegates must deal with each other in good faith.

In discharging their representative roles at the workplace level, the rights of union workplace delegates include but are not limited to:

• the right to be treated fairly and to perform their role as workplace delegates without any discrimination in their employment;
• recognition by the Institute that endorsed workplace delegates speak on behalf of their members in the workplace;
• the right to participate in collective bargaining on behalf of those whom they represent, as per the Fair Work Act 2009;
• the right to reasonable paid time to provide information to and seek feedback from employees in the workplace on workplace relations matters at the agency during normal working hours;
• the right to email employees in their workplace to provide information and seek feedback, subject to individual employees exercising a right to ‘opt out’;
• undertaking their role and having union representation on the Institute’s workplace relations consultative committee;
• reasonable access to agency facilities (including telephone, facsimile, photocopying, internet and email facilities, meeting rooms, lunch rooms, tea rooms and other areas where employees meet) for the purpose of carrying out work as a delegate and consulting with members and other interested employees and the union, subject to agency policies and protocols;
• the right to address new employees about union membership at the time they enter employment;
• the right to consultation, and access to relevant information about the workplace and the Institute; and
• the right to reasonable paid time to represent the interests of members to the employer and industrial tribunals.

In discharging any roles that may involve undertaking union business, the rights of union workplace delegates include but are not limited to:
• reasonable paid time during normal working hours to consult with other delegates and union officials in the workplace, and receive advice and assistance from union staff and officials in the workplace;
• reasonable access to appropriate training in workplace relations matters including training provided by a union;
• reasonable paid time off to represent union members in the agency at relevant union forums.

In exercising their rights, workplace delegates and unions will consider operational issues, Institute policies and guidelines and the likely effect on the efficient operation of the Institute and the provision of services by the Commonwealth.

For the avoidance of doubt, elected union representatives include APS employees elected to represent union members in representative forums, including, for example, CPSU Section Secretaries, Governing Councillors and Section Councillors.