

**Australian Institute  
of Health and Welfare**

**Collective Agreement  
2008–2012**

**15 July 2008**

Australian Institute of Health and Welfare  
Canberra

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## SECTION 1 – SCOPE OF AGREEMENT

1. This Agreement, made under s. 328 of the *Workplace Relations Act 1996*, 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 applies to employees of the Institute who are employed under the Public Service Act 1999 in classifications other than the Senior Executive Service, but does not apply to employees who are parties to an Australian Workplace Agreement (AWA) made before the date of this Agreement (See Clause 11).
3. In accordance with s. 328 of the *Workplace Relations Act 1996* this Agreement binds:
  - (i) the Director of the Institute as the employing authority;
  - (ii) all persons whose employment is, at any time when the Agreement is in operation, subject to the Agreement (in accordance with Clause 11);
  - (iii) the Community and Public Sector Union (CPSU).

### Operation of this Agreement

4. This Agreement will operate until 30 June 2012.
5. This Agreement exhaustively states the terms and conditions of employment of the employees covered by this Agreement other than terms and conditions applying under Commonwealth law.
6. 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.
7. 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.
8. This Agreement may only be varied in accordance with s. 367 of the *Workplace Relations Act 1996*.
9. 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) *Long Service Leave (Commonwealth Employees) Act 1976*;
  - (iii) *Maternity Leave (Commonwealth Employees) Act 1973*;
  - (iv) *Occupational Health and Safety (Commonwealth Employment) Act 1991*;
  - (v) *Public Service Act 1999*;
  - (vi) *Privacy Act 1988*;
  - (vii) *Safety Rehabilitation and Compensation Act 1988*;
  - (viii) *Superannuation Act 1976*;
  - (ix) *Superannuation Act 1990*;

- (x) *Superannuation Act 2005;*
- (xi) *Superannuation Productivity Benefit Act 1988;* and
- (xii) *Workplace Relations Act 1996.*

### **Delegations**

10. 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.

### **Australian Workplace Agreements**

11. The Institute agrees to implement any Australian Government policy allowing for transition from individual Australian Workplace Agreements to this collective agreement for employees whose terms and conditions of employment are otherwise regulated by this Agreement.

## SECTION 2 – OUR WORKPLACE

### Mission and Values

12. The parties to this Agreement acknowledge and endorse the mission statement for the Institute as defined in the 2007-2010 Corporate Plan:  
*Better information and statistics for better health and wellbeing.*
13. 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 Corporate Plan. 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.
14. The parties to this Agreement will work to reduce the impact of the Institute's operations on the environment.

### Objectives

15. 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

16. 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. Further information is available in the Institute's occupational health and safety (OH&S) agreement, made in consultation with staff, and where they choose, their representatives.

### Confidentiality

17. 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 his or her undertaking will be directed to take leave *without pay*.

### Equity and Diversity

18. 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.

19. 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.

### **Participative Work Practices**

20. The Institute is committed to consulting employees about workplace matters affecting them in a spirit of cooperation and trust. The Institute wishes to ensure that employees not only receive information on workplace issues that affect them, but also have an opportunity to contribute their views on those issues, where possible before a decision is made. 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.
21. 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.
22. The peak body for formal consultation will be the Consultative Committee. This 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 twice a year.
23. The parties to this Agreement acknowledge the need to seek improvements to the efficiency and quality of the AIHW's work, not just quantity improvements. Within two months of the commencement of this Agreement the Consultative Committee will decide on a terms of reference for up to six small working groups to investigate ways of improving the Institute's productivity. Each working group will examine a different area of the Institute's business. The working groups will consider suggestions for productivity improvements already received from employees and any new suggestions. Each working group must report its findings and recommendations to the Consultative Committee within four months of its establishment. It is expected that no more than two working groups will operate at any one time. Following acceptance of each working group's report by the Consultative Committee, the Director will respond to the working group's recommendations within three months.

### **Guidelines**

24. Any new guidelines or policies that affect entitlements or access to entitlements covered by this Agreement, and any changes to guidelines or policies mentioned in this Agreement, must be agreed between the Director and a two-thirds majority of the other members of the AIHW Consultative Committee.

## **Learning and Development**

25. 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.
26. 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.
27. The resources necessary to achieve the work program will recognise the objectives outlined in Clause 25. Consideration will be made in AIHW work programs for time taken for Study Leave or training purposes.
28. 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.
29. The Institute is committed to providing adequate training support to accompany significant changes, innovations and improvements to work arrangements.
30. 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.

## **Training for Specified Positions**

31. The Institute will support the training of employees for the positions of First Aid Officer, Fire Warden, and Workplace Harassment Contact Officers. Allowances will be paid only to employees actually appointed to perform those duties (see Clauses 230-232).
32. The Institute will support training of Health and Safety Representatives as required by the *Occupational Health and Safety (Commonwealth Employment) Act 1991*.
33. The Institute will support training of Consultative Committee members.

## **Studybank**

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

## **Study Awards**

35. The Director may approve Study Awards for Post-graduate, Under-graduate and Aboriginal Under-graduate study.
36. 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**

37. 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.
38. 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.
39. The Institute's Performance Communication 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 focussing 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.
  - (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.
40. 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.
41. The Consultative Committee will review the operation of the Performance Communication Policy and any proposed changes to the Work Level Standards through the life of this Agreement.

## **Fairness in Managing Under-Performance**

42. 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 44 and 45 can be initiated. The procedures

outlined in Clauses 44 and 45 do not apply to employees on probation and non-ongoing employees.

43. An employee or a manager may 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.
44. 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 Human Resources Manager.
  - (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 Human Resources Manager.
  - (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 Human Resources Manager, 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 Human Resources Manager 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.
45. Following the circumstances and action described in Clause 44 (vi) above, the Director will then decide whether to:
  - (i) Terminate the employee's employment under Section 29 of the Public Service Act (review mechanisms available to employees whose employment is terminated are described in Clause 283); 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.
46. The procedure outlined in Clause 44 is not to be used for misconduct or invalidity reasons, nor for staff on probation.

## **Accommodation**

47. 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.
48. 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. 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**

49. 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**

50. 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.

## SECTION 3 – FLEXIBLE WORKING CONDITIONS

### General

51. 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.
52. 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.
53. It is in the interests of the Institute and its staff to ensure that workloads and working hours are not excessive and that working arrangements are flexible, to ensure that staff can maintain a healthy balance between work and other aspects of their lives. The Consultative Committee will monitor progress with implementation of the recommendations of the 2007 Workloads Review. The Consultative Committee will consider whether a follow-up review is required before the expiry of this Agreement.

### Business Hours

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

### Standard Hours of Work

55. 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

56. The Institute recognises that employees have responsibilities, including family responsibilities, outside work. A manager and an employee may agree a pattern of hours to be worked by the employee consistent with these responsibilities, 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.
57. 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 62 to 69) or time off with pay in recognition of extended hours worked for those not using the flextime system (see Clause 84).

58. 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 57);
  - (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 56). 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.
59. 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.
60. 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**

61. APS 1-6 employees and Executive Level 1 employees participating in the flextime system will record their actual times of arrival and departure and any breaks each day. Executive Level 2 employees and Executive Level 1 employees who are not participating in the flextime system may be requested by their manager to record their time. 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.

### **Flexitime**

62. Flexitime 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 63 to 69. For further information see the AIHW's guidelines on "Working Hours, Recording Attendance and Flexitime".
63. Managers and employees recognise and accept their mutual responsibility to integrate the management of working hours and leave planning, including flexitime 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 57 (ii)).

64. The flextime system is generally provided for APS Level 1–6 and Executive Level 1 employees in jobs that do not require attendance at pre-determined times to meet client service needs. EL1 employees may choose to opt out of the flextime system. EL2 employees and EL1 employees acting at the EL2 level would not normally access formal flextime arrangements unless approved to do so by the Director. Executive Level employees who are not using the formal flextime system may still have flexible working hours, consistent with Clause 84 and with operational requirements.
65. 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 66. Employees with available credits may access them as flex leave, subject to Clause 66, with the prior agreement of the manager for absences within core hours.
66. 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 larger credit may be approved by the relevant Group Head.
  - (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 164) 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.
67. 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.
68. 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.
69. Upon commencement of this Agreement, an employee's existing flex credits or debits will be transferred to the employee's flex balance.

### **Reversion to Standard Hours**

70. 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.
71. In the situation described in Clause 70 access to flexible working arrangements will be restored where a manager is satisfied that the employee's attendance is satisfactory.

72. 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.

### **Blood donation**

73. 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**

74. 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**

75. 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.

### **Regular part-time work**

76. 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.
77. 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.
78. 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.
79. Employees returning directly from Maternity, Parental Leave or Adoption Leave will be provided with access to regular part-time work upon application. This entitlement will be available for two years from the date of birth or, in the case of adoption, 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.
80. 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.

81. 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.
82. 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.

### **Mature Age Employees and Former Employees**

83. 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.

### **Recognition of Extended Hours for Executive Level Staff**

84. Whilst excessive hours are to be discouraged, the parties to this Agreement recognise that work demands on Executive Level employees will, at times, require extended hours to be worked. Acknowledging that the remuneration of these employees includes an element of compensation for additional hours, the manager may approve time off *with pay* for Executive Level 2 employees and Executive Level 1 employees who have opted out of the flextime system to recognise the extended hours, with any such absences treated as Miscellaneous Leave under Clause 163.

### **Travelling Time and Working Extended Hours**

85. 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 Bruce or Woden. 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.
86. The provisions for flextime for employees accessing flextime and for 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**

87. 'Overtime' means work performed at the prior direction of management by employees at or below APS Level 6 that
  - (i) is in excess of 10 hours on any one day, or
  - (ii) is outside the span of hours specified in Clause 56, or
  - (iii) is performed on weekends or public holidays.
88. Flextime will generally be used to meet operational requirements within the span of hours specified in Clause 56. 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 10 hours on any one day. Accordingly, an employee will make himself or herself available for reasonable Overtime.

89. Normally, a manager will not authorise an employee to work Overtime until a flex debit (if any) is cleared.
90. Time Off in Lieu (TOIL) is the standard form of recompense for Overtime.
91. Managers may approve payment for Overtime in certain circumstances. An example would be where a 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 where the employee incurs costs as a result of having to work Overtime.
92. 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 55. 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.
93. Overtime is recompensable for work performed by **part-time** APS 1-6 Level employees. Such work must be performed at the prior direction of management and must exceed 148 hours 20 minutes over the settlement period. Refer also to Clause 80.
94. Where APS Level 1-6 employees are called into work to meet an emergency outside the span of hours specified in Clause 56, 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.
95. Where employees are required to work beyond the normal span of hours as set out in Clause 56, 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.
96. 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.
97. Where an employee works Overtime he or she will be entitled to an 8-hour break plus reasonable travelling time before recommencing work.

### **Procedure for recording Overtime worked and recompensed**

98. 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 are available in separate guidelines.

### **Assignment of Duties**

99. 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.

## **Resignation**

100. 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, and final monies will not be paid until the expiration of the reasonable period of notice.

## SECTION 4 - LEAVE ARRANGEMENTS

### Annual Leave

101. 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.
102. 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 on an hour-for-hour basis. 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 counts as service for all purposes.
103. Unused Annual Leave will accumulate for a limited period. 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.
104. 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.
105. 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.
106. 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.
107. 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.
108. 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**

109. 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.
110. 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.
111. 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**

112. The Director may approve Personal Leave in the following circumstances:
  - (i) where the employee is ill or injured;
  - (ii) to care for members of his or her family or household who are ill or injured; or
  - (iii) for compelling personal reasons, including family responsibilities.
113. 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.
114. 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).
115. 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 191.
116. 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.
117. 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.
118. 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. Personal Leave taken for caring purposes or for family

responsibilities is to be used in order to care for a dependent person who is ill or injured and who is in need of care or where there is an unexpected emergency affecting the person.

119. 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.
120. Where [any] leave *without pay* not to count as service has been approved in the accrual year, Personal Leave accrual should be deferred as follows:
  - (i) where aggregated full-day absences total 30 calendar days or less, the accrual is not affected;
  - (ii) where aggregated full-day absences total more than 30 calendar days, the accrual date will be deferred by one calendar month for each 30 day period.
121. 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
122. The Director may approve the conversion of Personal Leave to half pay for an employee for a specified absence in special circumstances.
123. The Director may approve unpaid Personal Leave for caring purposes under the provisions of Miscellaneous Leave Without Pay [Refer also Clause 164]. Personal Leave *without pay* may be approved for personal illness or injury where paid Personal Leave entitlements have been exhausted.
124. The Director may approve additional Personal Leave on half-pay where paid Personal Leave is exhausted.
125. 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.
126. 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 will be considered by the Director on a case-by-case basis.
127. Unused Personal Leave credits accumulate without limitation, but unused Personal Leave credits are not paid out on separation.
128. Personal Leave will not be debited where an employee is medically unfit on a public holiday, which the employee would otherwise have observed.
129. There is no maximum period of continuous absence, subject to the invalidity retirement provisions, and provided the employee continues to provide adequate supporting documentation.
130. 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, subject to Clauses 131 and 132.

131. 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 113 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 114, less any previously approved Personal Leave.
132. Where an employee has previously been employed in the APS, or in government service as defined in s. 10 of the *Long Service Leave (Commonwealth Employees) Act 1976*, they may have that period of previous employment recognised as service for Personal Leave purposes provided that any break in employment between employers is no more than 2 months, or a longer period where the Director determines special circumstances exist.
133. 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 on an "hour for hour" basis, with no salary variation.

### **Employees Receiving Workers' Compensation**

134. 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**

### **Transitional arrangements for leave entitlements**

135. As at the commencement of this agreement, all annual and personal leave balances denominated in hours will be increased by a factor of 4/441. Flextime credits will also be increased by a factor of 4/441 by a one-off miscellaneous adjustment to the flexsheets of employees participating in the flextime system. This adjustment will be approved by managers. If the adjustment results in the employee's flex credit exceeding 30 hours, the employee will have up to six months to reduce their balance below 30 hours.

### **Portability of Accrued Annual and Personal Leave Entitlements**

136. 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, accrued Annual Leave and Personal/Carer's leave (however described) will be transferred provided there is no break in continuity of service.
137. The Director will approve the transfer of accrued recreation leave liabilities and personal/carers leave for staff from other public authorities or bodies of the Commonwealth (as defined by the *Long Service Leave (Commonwealth Employees) Act 1976*), provided there is no break in continuity of service. Any break in service must not be more than two calendar months for the service to be recognised.
138. 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**

139. 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.
140. The period of leave approved, of at least two days on each occasion, will be determined on a case-by-case basis. 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.

## **Purchased Leave Scheme (48/52)**

141. The Director may approve the purchase by an employee of additional leave of 1, 2, 3 or 4 weeks per year.
142. 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.
143. 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**

144. Long Service Leave is available after 10 continuous years of service to enable an extended absence from the workplace, for the purpose of rest, recreation and the pursuit of personal interests. Long Service Leave will accrue and be available to eligible employees in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.
145. 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*.
146. Provisions for the recognition of prior service for Long Service Leave purposes are set out in the *Long Service Leave (Commonwealth Employees) Act 1976*.

## **Maternity Leave**

147. Maternity leave is available to employees in accordance with the *Maternity Leave (Commonwealth Employees) Act 1973*. Employees will also receive an additional 2 weeks paid leave to be taken immediately following the mandatory period of 12 weeks Maternity leave, to count for service for all purposes.

## **Adoption Leave**

148. An employee who meets the qualifying service provisions of the *Maternity Leave (Commonwealth Employees) Act 1973* for paid maternity leave, and who is adopting a child and will be the primary carer for the child, is entitled to paid leave of up to 14 weeks and unpaid leave of up to 40 weeks. Paid leave is available from the date one week before the placement of the child, and the period of unpaid leave must be taken within 66 weeks of the date of placement of the child. The period of unpaid leave will not count for service for any purpose.

## **Parental (Partner) Leave**

149. Within 66 weeks of the birth or adoption of a child, a staff member 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 Miscellaneous Leave With Pay.

## **Parental Leave Without Pay**

150. To enable an employee to care for a new born or newly adopted child, he or she will be entitled to take up to 78 weeks Miscellaneous Leave Without Pay over a 92-week period, with the 92-week period commencing on the day of the birth of the child or, in the case of an adopted 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 Miscellaneous Leave Without Pay.

## **Defence Reserves Leave**

151. Members of the Defence Reserves will be granted leave to undertake peacetime training and deployment when appropriate notice is received from the Department of Defence, detailing the period of attendance required of the staff member.
152. The provision of 20 working days leave on full pay each year is available to Defence Reserves members undertaking Defence Service. This entitlement may accumulate to a maximum credit of 40 days and be taken over a 2-year period.
153. An additional 2 weeks paid leave will be granted to allow a Reservist to attend recruit/initial employment training.
154. Additional leave for Defence Reserve service may be granted on an unpaid basis.
155. Defence Reserves Leave with pay will count as service for all purposes other than for inclusion in Ordinary Time Earnings.
156. Periods of unpaid Defence Reserves Leave that are 6 months or less will count for service for all purposes.
157. Periods of unpaid Defence Reserves Leave that are in excess of 6 months will count for service for purposes other than the accruing of Annual Leave.
158. Reservists will continue to access other benefits (such as studies assistance) and are eligible for pay-point advancement during period of Defence Reserves Leave.
159. Reservists will not be required to pay their tax-free Reserve salary to the Institute in any circumstances.
160. Reservists are required to provide written evidence of their attendance for Defence service.

## Miscellaneous Leave

161. 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.

162. 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.

## Miscellaneous Leave With Pay

163. 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;
- (iv) participation in major international sporting events;
- (v) National Aboriginal and Islander Day of Celebration;
- (vi) participation in State Emergency Service activities;
- (vii) leave for Executive Level 2 employees and Executive Level 1 employees not accessing flextime in recognition of extended hours worked;
- (viii) at the start of a long-term foster-care placement;
- (ix) to attend or prepare for AIRC proceedings involving the Institute; and
- (x) 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)

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

- (i) Study Leave;
- (ii) personal and development training;
- (iii) days of cultural or religious significance for employees, 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; and
- (vii) other purposes where other types of paid leave have been exhausted.

165. Miscellaneous Leave Without Pay (LWOP) totalling 30 days or less in a year shall count as service for the purposes of Annual Leave, Personal Leave and Long Service Leave credits. When total LWOP exceeds 30 days in a 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)**

166. Where an employee has approved Miscellaneous Leave without pay (LWOP) in accordance with Clause 164 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.
167. 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**

168. Employees will observe the following holidays each year and will be paid as if that day were not a public holiday, at the same rate of pay as applied to each employee on the last working day immediately preceding the public holiday, except where a period of temporary reassignment of duties at a higher level ceased on that day:
- (i) New Year's Day (or substitute);
  - (ii) Australia Day (or substitute);
  - (iii) Canberra Day;
  - (iv) Good Friday and the following Saturday and Monday;
  - (v) 25 April (Anzac Day or substitute);
  - (vi) the relevant Queen's Birthday observance day;
  - (vii) the relevant labour day or equivalent;
  - (viii) Christmas Day (or substitute);
  - (ix) Boxing Day (or substitute);
  - (x) the first working day after Boxing Day, and
  - (xi) any additional Federal or locally-gazetted public holidays.
169. Where:
- (i) New Year's Day or Australia Day fall on a Saturday or Sunday, the following Monday will be observed by employees as a public holiday;
  - (ii) Christmas Day falls on a Saturday or Sunday, 27 December will be observed by employees as a public holiday; and
  - (iii) Boxing Day falls on a Saturday or Sunday, 28 December will be observed by employees as a public holiday.

## **Christmas Closure**

170. 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.
171. The two working days between Christmas and New Year will be treated as additional paid annual leave. If the Institute is closed 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**

172. Staff will generally be granted war service sick leave while unfit for duty because of a war-caused condition.
173. 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.
174. 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**

175. All salaries will increase by 4.2% with effect from the date of commencement of this Agreement.
176. On 1 July 2009 all salaries will increase by a further 4.25% in accordance with the following formula:
- A 3.5% unconditional increase,
  - A 0.5% increase conditional on employees achieving a satisfactory participation rate in learning and development activities over the previous 6 months. The Consultative Committee will agree on the system for measuring the participation rate and on what constitutes a satisfactory rate.
  - A 0.25% increase conditional on the productivity working groups described in clause 23 making recommendations in the previous 12 months that produce quantifiable productivity improvements that exceed the cost of running the working groups.
177. On 1 July 2010 all salaries will increase by a further 4.25% in accordance with the following formula:
- A 3.5% unconditional increase,
  - A 0.5% increase conditional on employees achieving a satisfactory participation rate in learning and development activities over the previous 12 months. The Consultative Committee will agree on the system for measuring the participation rate and on what constitutes a satisfactory rate.
  - A 0.25% increase conditional on the productivity working groups described in clause 23 making recommendations in the previous 12 months that produce quantifiable productivity improvements that exceed the cost of running the working groups.
178. On 1 July 2011 all salaries will increase by a further 4.25% in accordance with the following formula:
- A 3.5% unconditional increase,
  - A 0.5% increase conditional on employees achieving a satisfactory participation rate in learning and development activities over the previous 12 months. The Consultative Committee will agree on the system for measuring the participation rate and on what constitutes a satisfactory rate.
  - A 0.25% increase conditional on the productivity working groups described in clause 23 making recommendations in the previous 12 months that produce quantifiable productivity improvements that exceed the cost of running the working groups.

### **Adjustments to the salary range at APS Level 5**

179. An additional pay-point will be introduced at the top of the APS5 salary range at \$62,000 immediately following the pay rise set out in clause 175. Employees who have been at the highest APS5 pay-point for more than 12 months will immediately progress to the new highest pay-point provided they are recommended for pay-point

advancement. Other employees on the current highest APS5 pay-point will move to the new highest APS5 pay-point at the time of their next annual pay-point advancement review, provided that they are recommended for pay-point advancement.

### **Adjustments to the salary range at APS Level 6**

180. On commencement of this agreement employees on the lowest APS6 pay-point will immediately progress to the next highest pay-point (APS6.2) on a salary of \$64,924. Those employees will be eligible to move to the next highest APS6 pay-point (APS6.3) after 12 months of work performance within the AIHW at APS6.2, provided that they are recommended for pay-point advancement. The previous lowest pay-point at APS6 will be eliminated.

### **Adjustments to the salary range at Executive Level 1**

181. The middle pay-point at EL1 will be increased by \$1,000 immediately following the pay rise set out in clause 175. The top pay-point at EL1 will be increased by \$2,000 immediately following the pay rise set out in clause 175.

### **New Salary Rates**

182. Attachment A.1 details the new salary rates payable to employees on commencement 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**

183. 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.
184. 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 Clause 204. 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.
185. 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**

186. Employees are eligible for advancement to the next pay-point after 12 months of work performance within the AIHW at that pay-point. Advancement within each

classification level will be on the basis of performance review, consistent with the Performance Communication Policy referred to in Clauses 37 to 41. 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.

### **Supplemental allowances and payments**

187. The Director may authorise the payment of an additional allowance to an employee who is assigned additional responsibilities over and above normal duties or is at the maximum pay point of his or her classification and provides additional skills in excess of the relevant work level standards. The payment will be for a specified duration. The payment will be reviewed by the Director on the date of each general pay rise contained in this agreement. The additional payment will automatically count for superannuation purposes.
188. The Director may supplement the salary and benefits of an employee or group of employees at any time to deal with special circumstances, including upward labour market pressures and labour shortages. Consultation shall occur with the relevant employee(s) and, where they choose, their representatives. The supplementation may be for a fixed time or only apply when particular conditions are met.
189. A report will be presented to each regular meeting of the Consultative Committee showing the total number of employees receiving supplemental allowances and payments. Provided that individual data cannot be deduced, the report will include the total supplementation and disaggregated data by gender, group and classification.

### **Supported Wage for Employees with a Disability**

190. 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**

191. 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 Clauses 115 and 133. 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.

## Junior Rates

192. Junior rates of pay, as a percentage of the new APS Level 1 equivalent rate of pay, will apply as follows:

- |       |                |      |
|-------|----------------|------|
| (i)   | Under 18 years | 60%  |
| (ii)  | At 18 years    | 70%  |
| (iii) | At 19 years    | 81%  |
| (iv)  | At 20 years    | 91%. |

## Method of Payment

193. 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

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

195. 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.

## Superannuation

196. For the purposes of Rule A2.2.4 of the PSS Rules, the superannuation salary of an employee who is a category A member of the PSS is that employee's ordinary time earnings within the meaning of the *Superannuation Guarantee (Administration) Act 1992*. The superannuation salary will not be reduced by any amounts that the employee chooses to salary sacrifice.

197. If an employee exercises choice of superannuation funds, the Institute will pass on the full amount of funding received as employer contributions to the superannuation fund of their choice. The amount of employer contribution will be consistent with the rate stipulated in the PSSap deed. At the time of commencement of this Agreement, the amount of PSSap employer contribution rate is 15.4%.

198. Employees may choose any approved superannuation fund as long as it can accept employer contributions by electronic funds transfer (EFT). 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

199. 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.

200. 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'.
201. 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.
202. An employee who is undertaking higher duties and being paid an allowance will remain at his or her substantive level.
203. 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 262).
204. An employee who is receiving Higher Duties Allowance will be eligible for pay-point advancement after twelve months of *continuous* performance at a particular pay-point in the higher classification level. *Broken* periods of performance at higher levels affect pay-point advancement, as described in Clause 205.
205. 'One-in-two rule'. Where an employee performs higher duties in broken periods:
- (i) pay-point advancement will be due when an employee has performed twelve months higher duties at a particular pay-point in the higher classification level in a twenty-four month period; 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.
206. Vacancies will be reviewed promptly as part of workforce planning arrangements.
207. 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 199 would not be applicable.
208. 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 \$8,000 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**

209. 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**

210. 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.
211. 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**

212. Arrangements and additional details for travelling allowances for domestic and overseas travel are described in the Institute's Travel Guidelines.
213. 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.
214. 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 215(iii). Clause 225 sets out the relevant class of air travel.
215. 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.

216. Alternative travel plans which offer a net benefit to the Institute will be considered on a case-by-case basis.
217. 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 218 regarding travel to attend training and development courses.
218. 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.
219. Clauses 212 to 217 apply for periods of 2 weeks or less. For travel periods in excess of 2 weeks, refer to Clause 221 (Temporary Relocation Assistance).

### **Temporary Relocation Assistance for employees**

220. 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 212 to 217.
221. 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**

222. 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**

223. 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 225;
- (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.

224. 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**

225. 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.

226. 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**

227. 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 58 cents per kilometre for vehicles with an engine up to 1600cc and 67 cents per kilometre for motor vehicles with an engine more than 1600cc. (see Clause 216).

### **Parking Expenses**

228. 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.

### **Loss, Damage and Indemnity**

229. 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**

230. 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 \$21.75 per fortnight. See also Clause 31.

### **Fire Warden Allowance**

231. 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 \$13.50 per fortnight. See also Clause 31.

### **Workplace Harassment Contact Officer Allowance**

232. 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 \$13.50 per fortnight. See also Clause 31.

### **Emergency Out-of-Hours Contact Allowance**

233. During the first year of operation for this Agreement, the Institute will review its arrangements for staff who undertake duties as out-of-hours contacts in case of emergency. A revised policy will be agreed by the Director and a two-thirds majority of the Consultative Committee.

### **Eyesight Testing**

234. 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.

235. 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.

236. 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.

237. Subject to clause 235, 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.

238. 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 235):

- (i) \$100.00 for single vision lenses; or
- (ii) \$171.00 for bifocal or multifocal lenses.

239. 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.

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

### **Relocation Assistance associated with recruitment**

241. 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 \$1,000.

## **Memberships of Professional Associations**

242. The Institute will reimburse or pay for the cost of annual membership fees of professional associations up to \$750 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.

## **Additional Allowances**

243. Following meaningful discussions with employees, including where requested, their representatives, the Director may determine additional allowances to cover circumstances as they may arise. For Excess Staff Financial Counselling refer to Clause 253.

## **SECTION 7 – MANAGEMENT OF EXCESS EMPLOYEES**

### **Redeployment and retrenchment**

244. These provisions only apply to ongoing employees who are not on probation and with more than one year's service.
245. Throughout the application of the following provisions:
- (i) the Director will take all reasonable steps, consistent with the efficient management of the Institute, to transfer an excess employee to a suitable vacancy 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**

246. 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, of the situation.
247. Discussions with the potentially excess employee(s) or, where an employee requests, with the employee's representative, will be held to consider:
- (i) measures which might be taken to reduce the incidence of an employee becoming excess;
  - (ii) redeployment opportunities for the employee(s) concerned, including identifying whether the employee(s) seeks redeployment; and
  - (iii) whether voluntary retrenchment might be appropriate and whether the employee(s) wants to be offered voluntary retrenchment.
248. 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. The Director will not advise an employee that he or she is excess until the discussions referred to in Clause 247 have occurred. The period of these discussions will not exceed one month (or lesser period as agreed).

### **Voluntary Retrenchment**

249. Following the consultation process, 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.
250. 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 263 to 270) apply.
251. 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.

252. Within the one-month election period identified in Clause 251 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**

253. The employee should also be advised that he or she may have access to an amount up to \$450 (including GST) for financial counselling in addition to counselling provided under the Employee Assistance Program.

### **Period of Notice**

254. 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).

255. 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**

256. 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 257-261), plus a pro rata payment for completed months of service since the last completed year of service.

257. 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*.

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

259. 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.

260. Subject to Clause 261, 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.

261. 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

will not count as service for severance pay purposes.

### **Rate of Payment - Severance Benefit**

262. For the purpose of calculating any payment under Clause 256, 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

263. 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.
264. 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.
265. 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 251 or has elected to be voluntarily retrenched but the Director has refused to approve it.
266. 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.
267. 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.
268. 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.
269. The retention periods specified in Clause 263 and the notice period specified in Clause 270 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.
270. Where the Director believes there is insufficient productive work available for an excess employee during the retention period, the Director may 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. Except, where agreed by the employee, the employee's employment will not be terminated within 3 months of the start of the retention period. 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**

271. 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.
272. 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**

273. 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.
274. 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.
275. Information about review rights under the *Public Service Act 1999* is available through the AIHW's People Unit. Where the right to an external formal review by the Merit Protection Commissioner under the *Public Service Act 1999* and regulations is exercised by an employee, and does not fail for want of jurisdiction and the Institute accepts and complies with the decision and recommendations of the Commissioner, the employee will have no right of review with respect to the matter under the following dispute prevention and settlement procedures.

### **Industrial Dispute Prevention and Settlement Procedures**

276. Where disagreements arise over the interpretation or implementation of this Agreement, work will normally continue in accordance with established practice at the workplace while the procedure outlined below is applied. An employee will not be required to work in an unsafe environment where a genuine safety issue is involved. In such cases, alternative work arrangements will be introduced until the issue is resolved.
277. More specifically, where such disagreements arise, the following procedure will apply:
- (i) the employee(s) will discuss the matter with his or her manager; and
  - (ii) if the matter is not resolved at that level, further discussions will be arranged involving more senior levels of management; and
  - (iii) the manager or employee may be accompanied or assisted by a person of his or her choice during these discussions.
278. If the matter remains unresolved after the consultation process has been exhausted, the parties to the disagreement undertake to pursue mediation as the means of resolving the disagreement. Both parties to the disagreement will participate in the mediation process in a spirit of cooperation.

279. If a dispute in relation to a matter arising under the agreement is unable to be resolved at the workplace level or through agreed independent mediation, and all agreed steps for resolving it have been taken, the dispute may be referred by either party to the Australian Industrial Relations Commission (AIRC), or such other third party as may be agreed by the parties to the dispute, for resolution by conciliation in the first instance and, where the matter in dispute remains unresolved, arbitration. If arbitration is necessary the AIRC may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions which in the opinion of the AIRC are necessary to make the arbitration effective.
280. The AIRC may dismiss or refrain from further hearing a matter or part of a matter which in the view of the AIRC is vexatious, or where either or both parties to the dispute have not made genuine attempts to resolve the matter by mediation and/or conciliation.
281. Any decision or direction the AIRC makes in relation to the dispute, including procedural directions, shall be accepted by all affected persons, and as a result of arbitration shall be accepted by the parties as settlement of the dispute and will be complied with, subject to either party exercising a right of appeal against the decision to a Full Bench.

### **Resolving Health and Safety Issues**

282. Wherever possible, disputes arising in relation to the *AIHW Occupational Health and Safety Agreement* 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 this cannot be solved locally, the dispute resolution procedures set out in this Section will apply.

### **Termination of Employment – Review Mechanisms**

283. The sole and exhaustive rights and remedies of an employee in relation to termination of employment are those that the employee has under:
- (i) Part 12 Division 4 of the *Workplace Relations Act 1996* (but note that non-ongoing staff and probationers are excluded),
  - (ii) the *Public Service Act 1999*
  - (iii) other Commonwealth laws (including the Constitution), and
  - (iv) at common law.
284. 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 273- 279 of this Agreement.
285. 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 s.661 of the *Workplace Relations Act 1996*, subject to compliance with the procedures established by the Director for determining whether an employee has breached the Code of Conduct under section 15 of the *Public Service Act 1999*.
286. Non-ongoing employees and employees whose employment is terminated during the probationary period are excluded from coverage under Part 12 Division 4 of the *Workplace Relations Act 1996*.

## DEFINITIONS

<b>ACT Government Service</b>	employment under the <i>ACT Public Sector Management Act 1994</i> , <i>Fire Brigade (Administration) Act 1974</i> , the <i>Legal Aid Act 1992</i> or <i>Institute of Technology Act 1992</i> .
<b>Agency</b>	means an agency as defined in the <i>Public Service Act 1999</i> .
<b>Agreement</b>	means the Australian Institute of Health and Welfare Collective Agreement titled "Australian Institute of Health and Welfare Certified Agreement – 2008 – 2012".
<b>AIRC</b>	Australian Industrial Relations Commission.
<b>APS</b>	Australian Public Service.
<b>Casual rates loading</b>	A loading paid in lieu of access to payment for public holidays and paid leave, except for long service leave.
<b>Close relative</b>	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.
<b>Compensation</b>	means entitlements, including leave, provided for under the <i>Safety Rehabilitation and Compensation Act 1988</i> .
<b>Contractor (independent)</b>	means a person or company engaged under common law to provide goods or services.
<b>Corporate Plan</b>	means the Australian Institute of Health and Welfare Corporate Plan 2007-2010, and any successor during the life of this Agreement.
<b>CSS superannuation</b>	means the Commonwealth Superannuation Scheme (CSS) provided for under the <i>Superannuation Act 1976</i> .
<b>Deemed Resignation</b>	means resignation under the repealed s. 49 of the <i>Public Service Act 1922</i> .
<b>Dependant</b>	In relation to an employee, means someone who is dependent on the employee for care, support and attention.
<b>Dependent Child</b>	in relation to an employee means a child who is a dependant of the employee and less than 21 years of age.
<b>Director</b>	means the Director of the Australian Institute of Health and Welfare, or a person acting in that position, or his or her delegate.
<b>Employee</b>	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 <i>Public Service Act 1999</i> .
<b>Excess Employee</b>	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.
<b>Institute</b>	means the Australian Institute of Health and Welfare.
<b>Irregular or Intermittent Employment Manager</b>	Employment under section 22 (2)(c) of the <i>Public Service Act 1999</i> . means the manager of the Division, Unit or workgroup in which the employee works.
<b>Meal period</b>	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.
<b>Medical evidence</b>	means a certificate provided by a: <ul style="list-style-type: none"> <li>(i) registered medical practitioner or dentist, optometrist, optician, radiographer, physiotherapist, chiropractor, pharmacist or podiatrist; or</li> <li>(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.</li> </ul>
<b>Mobility purposes</b>	means where an employee moves to another job or work area for development or resource management reasons.
<b>Non-ongoing Employees</b>	Employees engaged for a specified term or the duration of a specified task, or on an irregular or intermittent basis.
<b>Ongoing Employees</b>	Employees engaged under S22(2)(a) of the <i>Public Service Act 1999</i> .
<b>Partner</b>	means in relation to a person who is a member of a couple, the other member of the couple.
<b>Salary</b>	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.
<b>Senior Manager</b>	the manager of the Group (Group Head) and/or Unit in which the employee works.
<b>War Veterans</b>	means persons who, as a member of the Defence Force, rendered continuous full-time service outside Australia: <ul style="list-style-type: none"> <li>(i) as a member of a unit of the Defence Force that was allotted for duty; or</li> <li>(ii) while the person was allotted for duty within the meaning of s. 5(12) of the <i>Veterans' Entitlements Act 1986</i>, 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.</li> </ul>

# 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

**Dr Penelope Ann Allbon**  
**Director AIHW**  
**GPO Box 570**  
**CANBERRA ACT 2601**

 ..... *24/6/08* .....


Full Name & Address of  
Approved Person

Signature

Date

## On behalf of the Community and Public Sector Union

**Nadine Flood**  
**Deputy Secretary CPSU**  
**Level 1, 40 Brisbane Avenue,**  
**Barton ACT 2600**

 ..... *23.6.08* .....

Full Name & Address of  
Approved Person

Signature

Date

# ATTACHMENT A.1

## SALARIES

Classifications	Pay Point	Prior to commencement	On commencement	1/07/2009	1/07/2009	1/07/2010	1/07/2010	1/07/2011	1/07/2011
			4.20%	3.50% (min.) <sup>1</sup>	4.25% (max.) <sup>1</sup>	3.50% (min.) <sup>1</sup>	4.25% (max.) <sup>1</sup>	3.50% (min.) <sup>1</sup>	4.25% (max.) <sup>1</sup>
EL 2	3	\$104,813	\$109,215	\$113,038	\$113,857	\$116,994	\$118,696	\$121,089	\$123,741
	2	\$99,041	\$103,201	\$106,813	\$107,587	\$110,551	\$112,159	\$114,420	\$116,926
	1	\$93,266	\$97,183	\$100,584	\$101,313	\$104,104	\$105,619	\$107,748	\$110,108
EL 1	3	\$83,092	\$88,582	\$91,682	\$92,347	\$94,891	\$96,272	\$98,212	\$100,364
	2	\$78,826	\$83,137	\$86,047	\$86,670	\$89,059	\$90,353	\$92,176	\$94,193
	1	\$74,579	\$77,711	\$80,431	\$81,014	\$83,246	\$84,457	\$86,160	\$88,046
APS 6	4	\$68,880	\$71,773	\$74,285	\$74,823	\$76,885	\$78,003	\$79,576	\$81,318
	3	\$65,386	\$68,132	\$70,517	\$71,028	\$72,985	\$74,047	\$75,539	\$77,194
	2	\$62,307	\$64,924	\$67,196	\$67,683	\$69,548	\$70,560	\$71,982	\$73,559
	1	\$60,674	(point eliminated - staff move to point 2)						
APS 5	3	(new)	\$62,000	\$64,170	\$64,635	\$66,416	\$67,382	\$68,741	\$70,246
	2	\$57,972	\$60,407	\$62,521	\$62,974	\$64,709	\$65,650	\$66,974	\$68,440
	1	\$55,552	\$57,885	\$59,911	\$60,345	\$62,008	\$62,910	\$64,178	\$65,584
APS 4	4	\$53,968	\$56,235	\$58,203	\$58,625	\$60,240	\$61,117	\$62,348	\$63,714
	3	\$53,220	\$55,455	\$57,396	\$57,812	\$59,405	\$60,269	\$61,484	\$62,830
	2	\$51,122	\$53,269	\$55,133	\$55,533	\$57,063	\$57,893	\$59,060	\$60,353
	1	\$49,829	\$51,922	\$53,739	\$54,129	\$55,620	\$56,429	\$57,567	\$58,827
APS 3	4	\$48,641	\$50,684	\$52,458	\$52,838	\$54,294	\$55,084	\$56,194	\$57,425
	3	\$47,466	\$49,460	\$51,191	\$51,562	\$52,983	\$53,753	\$54,837	\$56,038
	2	\$45,584	\$47,499	\$49,161	\$49,518	\$50,882	\$51,623	\$52,663	\$53,817
	1	\$44,456	\$46,323	\$47,944	\$48,292	\$49,622	\$50,344	\$51,359	\$52,484
APS 2	4	\$42,817	\$44,615	\$46,177	\$46,511	\$47,793	\$48,488	\$49,466	\$50,549
	3	\$41,156	\$42,885	\$44,386	\$44,708	\$45,940	\$46,608	\$47,548	\$48,589
	2	\$40,116	\$41,801	\$43,264	\$43,578	\$44,778	\$45,430	\$46,345	\$47,361
	1	\$39,088	\$40,730	\$42,156	\$42,461	\$43,631	\$44,266	\$45,158	\$46,147
APS 1	4	\$37,708	\$39,292	\$40,667	\$40,962	\$42,090	\$42,703	\$43,563	\$44,518
	3	\$35,682	\$37,181	\$38,482	\$38,761	\$39,829	\$40,408	\$41,223	\$42,125
	2	\$34,743	\$36,202	\$37,469	\$37,741	\$38,780	\$39,345	\$40,137	\$41,017
	1	\$33,613	\$35,025	\$36,251	\$36,514	\$37,520	\$38,066	\$38,833	\$39,684

**Notes:**

1. Pay rises in 2009, 2010 and 2011 can range from 3.5% to 4.25% depending on fulfilment of various conditions.

## 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

$$\frac{\text{Annual Salary}}{313} \times \frac{6}{\text{prescribed weekly hours* before Overtime is payable}} \times \frac{3.}{2}$$

##### Double time rate

$$\frac{\text{Annual Salary}}{313} \times \frac{6}{\text{prescribed weekly hours* before Overtime is payable}} \times \frac{2.}{1}$$

##### Double time and a half rate

$$\frac{\text{Annual Salary}}{313} \times \frac{6}{\text{prescribed weekly hours* before Overtime is payable}} \times \frac{5.}{2}$$

\* 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:

Assessed Capacity (Clause B.6)	% of prescribed salary <sup>(1)</sup>
10%*	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

- (1) Provided that the minimum amount payable shall be not less than the applicable Supported Wage minimum rate as determined by the AIRC 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 the AIRC; 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.