



**AUSTRALIAN INSTITUTE
OF
HEALTH AND WELFARE**

ENTERPRISE AGREEMENT 2016

Contents

- SECTION 1 - SCOPE OF AGREEMENT 1**
 - COVERAGE AND PERSONS BOUND 1
 - OPERATION OF THIS AGREEMENT 1
 - DELEGATIONS 1
 - INDIVIDUAL FLEXIBILITY ARRANGEMENTS 1
- SECTION 2 - OUR WORKPLACE 3**
 - PARTICIPATIVE WORK PRACTICES 3
 - CONSULTATION 3
 - ADMINISTRATIVE INSTRUMENTS 4
 - MANAGING PERFORMANCE 4
 - MANAGING UNDERPERFORMANCE 4
 - LEARNING AND DEVELOPMENT 5
 - EMPLOYEE ASSISTANCE PROGRAM 6
 - INFLUENZA VACCINATIONS 6
 - BREASTFEEDING FRIENDLY WORKPLACE 6
 - PARENTING ROOM 6
 - TELEWORKING 6
 - RESIGNATION 6
- SECTION 3 - FLEXIBLE WORKING CONDITIONS 7**
 - HOURS OF WORK 7
 - RECORDING ATTENDANCE 7
 - FLEXIBLE WORKING HOURS 7
 - RECOGNITION OF EXTENDED HOURS FOR EXECUTIVE LEVEL STAFF 8
 - REVERSION TO STANDARD HOURS 8
 - REGULAR PART-TIME WORK 8
 - TRAVELLING TIME AND WORKING EXTENDED HOURS (APS LEVEL 1-6 ONLY) 9
 - OVERTIME AND RECOMPENSE FOR OVERTIME (APS LEVEL 1-6 ONLY) 9
 - BLOOD DONATION 10
 - MATURE AGE EMPLOYEES 10
- SECTION 4 - LEAVE ARRANGEMENTS 11**
 - PORTABILITY OF ACCRUED ANNUAL AND PERSONAL/CARER’S LEAVE ENTITLEMENTS 11
 - ANNUAL LEAVE 11
 - PERSONAL/CARER’S LEAVE 12
 - COMPASSIONATE LEAVE 13
 - PURCHASED LEAVE SCHEME 14
 - LONG SERVICE LEAVE 14
 - MATERNITY LEAVE 14
 - ADOPTION/FOSTER LEAVE 14
 - SUPPORTING PARTNER LEAVE 15
 - PARENTAL LEAVE WITHOUT PAY 15
 - RETURN TO WORK AFTER PARENTAL LEAVE 15
 - FLEXIBLE WORK ARRANGEMENTS FOR PARENTS 15
 - LEAVE FOR ADF RESERVE AND CONTINUOUS FULL TIME SERVICE 15
 - WAR SERVICE SICK LEAVE 16
 - CULTURAL LEAVE FOR ABORIGINAL AND TORRES STRAIT ISLANDER EMPLOYEES 16
 - COMMUNITY SERVICE LEAVE 17
 - MISCELLANEOUS LEAVE 17
 - PUBLIC HOLIDAYS 17
 - CHRISTMAS CLOSURE 18
- SECTION 5 - REMUNERATION 19**
 - SALARY INCREASES 19
 - SALARY RATES 19
 - METHOD OF PAYMENT 19

SALARY PACKAGING	19
SUPERANNUATION	19
SALARY ON COMMENCEMENT OR PROMOTION	20
PAY-POINT ADVANCEMENT RULES	20
TEMPORARY REASSIGNMENT OF DUTIES AT A HIGHER LEVEL, AND HIGHER DUTIES ALLOWANCE	21
REASSIGNMENT AT A LOWER LEVEL AND SALARY ON REDUCTION	22
SECTION 6 - ALLOWANCES AND EXPENSES	23
TRAVELLING ALLOWANCES AND EXPENSES	23
TEMPORARY RELOCATION ASSISTANCE FOR EMPLOYEES	23
REIMBURSEMENT OF FARES	23
OVERSEAS TRAVELLING ALLOWANCES	23
CLASS OF TRAVEL	24
MOTOR VEHICLE ALLOWANCE	24
LOSS, DAMAGE AND INDEMNITY	24
CORPORATE ROLE ALLOWANCES	24
WORKING WITH SCREEN BASED EQUIPMENT	25
MEMBERSHIPS OF PROFESSIONAL ASSOCIATIONS	25
HEALTHY LIFESTYLE PAYMENT	25
SECTION 7 - MANAGEMENT OF EXCESS EMPLOYEES	26
REDEPLOYMENT AND RETRENCHMENT	26
DISCUSSION PERIOD	26
VOLUNTARY RETRENCHMENT	26
FINANCIAL COUNSELLING	27
PERIOD OF NOTICE	27
SEVERANCE BENEFIT	27
RATE OF PAYMENT: SEVERANCE BENEFIT	28
RETENTION PERIODS	29
SECTION 8 - DISPUTE RESOLUTION	31
DISPUTE PREVENTION AND SETTLEMENT PROCEDURES	31
REVIEW OF EMPLOYMENT ACTIONS	31
DEFINITIONS	33
SIGNATURES	35
ATTACHMENT A.1 - SALARIES	36
ATTACHMENT A.2 - SALARY RATES	37
PAYMENT OF SALARY	37
OVERTIME FORMULAE	37
ATTACHMENT B - SUPPORTED SALARY PAYMENTS FOR EMPLOYEES WITH A DISABILITY	38
WORKERS ELIGIBLE FOR A SUPPORTED WAGE	38
ELIGIBILITY CRITERIA	38
SUPPORTED SALARY RATES	39
ASSESSMENT OF CAPACITY AND LODGEMENT OF ASSESSMENT INSTRUMENT	39
REVIEW OF ASSESSMENT	39
OTHER EMPLOYMENT CONDITIONS	39
WORKPLACE ADJUSTMENT	40
TRIAL PERIOD	40

Section 1 - Scope of Agreement

1. This Agreement, made under section 172 of the *Fair Work Act 2009*, provides the terms and conditions of employment for the Institute for the life of the Agreement.

Coverage and persons bound

2. This Agreement covers the Director of the Institute, on behalf of the Commonwealth, and all employees of the Institute who are employed under the *Public Service Act 1999* in classifications other than the Senior Executive Service.

Operation of this Agreement

3. This Agreement will come into effect seven days after approval by the Fair Work Commission and nominally expire three years after commencement.
4. This Agreement states the terms and conditions of employment of the employees covered by this Agreement other than terms and conditions applying under Commonwealth law.

Delegations

5. 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.

Individual flexibility arrangements

6. The Director and an employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of any of the terms of the agreement if:
 - (i) the arrangement meets the genuine needs of the Institute and the employee
 - (ii) the arrangement is genuinely agreed to by the Director and employee.
7. The Director must ensure that the terms of the individual flexibility arrangement:
 - (i) are about permitted matters under section 172 of the *Fair Work Act 2009*
 - (ii) are not unlawful terms under section 194 of the *Fair Work Act 2009*
 - (iii) result in the employee being better off overall than the employee would be if no arrangement was made.
8. The Director must ensure that the individual flexibility arrangement:
 - (i) is in writing
 - (ii) includes the name of the employer and employee
 - (iii) is signed by the Director and employee, and if the employee is under 18 years of age, signed by a parent or guardian of the employee
 - (iv) includes details of:
 - a. the terms of the enterprise agreement that will be varied by the arrangement
 - b. how the arrangement will vary the effect of the terms
 - c. how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement
 - (v) states the day on which the arrangement commences and, where applicable, when the arrangement ceases.

9. The Director must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
10. The Director or employee may terminate the individual flexibility arrangement:
 - (i) by giving no more than 28 days' written notice to the other party to the arrangement
 - (ii) at any time, if the Director and employee agree in writing.

Section 2 – Our workplace

Participative work practices

11. The Institute is committed to consulting employees about workplace matters affecting them in a spirit of cooperation and trust. The Institute values and encourages full and constructive staff participation in corporate activities and acknowledges that this requires a commitment of time away from other work, which will be taken into account by managers.
12. An employee may have any person of their choice assist, represent or advocate on behalf of the employee about issues affecting their entitlements and conditions of employment, where appropriate.
13. The role of workplace representatives, including workplace delegates, is to be respected and facilitated in accordance with the Fair Work Act.
14. The AIHW will maintain a Consultative Committee. The Director will consult with employees via the Consultative Committee on issues relating to the implementation and operation of this Agreement, including any changes to policies named in this Agreement. The Consultative Committee will include at least four representatives who are members of staff, and meet at least four times a year. Further information is in the AIHW Consultative Committee Terms of Reference.

Consultation

15. Unless a term in this agreement provides for a major change, where a definite decision is made to introduce major changes in program, organisation, structure or technology that are likely to have significant effects on staff, the Director will notify the staff who are likely to be affected by the proposed changes and their representatives, if any, and the following will apply.
16. The Director must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in [clause 15](#), the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt and genuine consideration to matters raised by the employees and/or representatives in relation to the changes.
17. The discussions must commence as early as practicable after a definite decision has been made to make the changes referred to in [clause 15](#).
18. For the purposes of such discussion, the employees concerned and their representatives, if any, are to be provided in writing relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees. The Director is not required to disclose confidential or commercially sensitive information to the employees.
19. Significant effects include:
 - (i) terminations of employment
 - (ii) major changes in the composition, operation or size of the Institute's workforce or in the skills required
 - (iii) the elimination or diminution of job opportunities, promotion opportunities or job tenure

- (iv) significant alteration in hours of work
 - (v) the need to retrain employees
 - (vi) the need to relocate employees to another workplace
 - (vii) the major restructuring of jobs.
20. Where the Institute proposes to introduce a change to the regular roster or ordinary hours of work of employees, the Director will notify the staff who are likely to be affected by the proposed changes and their representatives, if any.
 21. As soon as practicable after proposing to introduce the change, the Director must discuss with the employees affected and their representatives, if any, the introduction of the change, all relevant information about the change including the nature of the change, information about what the Institute reasonably believes will be the effects of the change on the employees and information about any other matters that the employer reasonably believes are likely to affect the employees. The Director is not required to disclose confidential or commercially sensitive information to the employees.
 22. The Director will invite the affected employees and their representatives to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities), and will give prompt and genuine consideration to matters raised about the change by the affected employees and their representatives.

Administrative instruments

23. The operation of this Agreement is supported by AIHW policies, procedures, guidelines and other administrative instruments. These instruments are not incorporated into, and do not form part of, the Agreement. If there is any inconsistency between these instruments, policies, procedures and guidelines and the terms of this Agreement, the express terms of this Agreement will prevail.

Managing performance

24. Managing performance in the Institute is based on the following principles:
 - (i) Managers and employees must participate in the Institute's performance management framework and are encouraged to have regular, two-way communication on performance throughout the year.
 - (ii) All ongoing staff and non-ongoing staff expected to be employed for six months or longer will have an Individual Performance Agreement (IPA).
 - (iii) Expectations on performance will take into account the APS Work Level Standards.
 - (iv) Performance issues will be promptly communicated with employees and addressed when they arise, with a focus on strategies to improve performance.
 - (v) Appropriate learning and development opportunities will be made available to assist employees improve their performance.
 - (vi) At least two formal discussions are to occur each financial year.
 Further information is in the Managing for Performance Policy.

Managing underperformance

25. Where an employee consistently demonstrates performance that is not satisfactory, the manager will provide written advice of the need for the

employee's performance to improve before the process for managing underperformance commences.

26. Managing underperformance in the Institute is based on the following principles:
- (i) Employees are entitled to receive assistance from any person of their choice at any stage of the process for managing underperformance.
 - (ii) The manager, in consultation with the employee, will promptly develop and implement strategies to address underperformance.
 - (iii) The process will be documented in writing and the employee given the opportunity to comment in writing.
 - (iv) The employee will be given sufficient time from when the written advice referred in the preceding clause is first provided to demonstrate satisfactory performance.

Further information is in the Procedures for Managing Underperformance.

27. 'Assistance' in the preceding clause means the provision of advice, guidance and advocacy by another nominated person or appropriate organisation. Any advocacy undertaken must be in the presence of the employee, and all decisions of significance in this process must be solely determined by the employee.
28. Following the circumstances and action described in the previous clause, if the employee has not demonstrated satisfactory performance, the Director will then decide whether to:
- (i) terminate the employee's employment under section 29 of the *Public Service Act 1999*, or
 - (ii) take some other action, including movement and/or reduction in classification.

Different procedures for managing underperformance may apply to employees on probation and non-ongoing employees.

29. These underperformance procedures do not apply for misconduct or invalidity reasons.

Learning and development

30. The Institute will provide employees with access to a range of relevant learning and development opportunities that 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.
31. Participation in approved learning and development programs will be in paid time, except for Studybank where limitations on paid time apply.
32. The Institute will support the training of employees for the positions of First Aid Officer, Emergency Warden, Workplace Health and Safety Representatives, and Workplace Harassment Contact Officers.

Studybank

33. The Institute provides for assistance with studies in certain circumstances. Further information is available in the Studybank Policy and Guidelines.

Employee Assistance Program

34. The Institute will provide employees with access to confidential professional counselling to assist with work or personal issues through provision of an external Employee Assistance Program.

Influenza vaccinations

35. The Institute will arrange for influenza vaccinations to be provided to employees on AIHW premises at no cost to staff.

Breastfeeding Friendly Workplace

36. The Institute supports mothers who are returning to work and who wish to make arrangements to continue to breast or bottle feed their baby. The Institute will provide nursing mothers with access to one or two lactation breaks a day, the timing of which will be negotiated between the employee and their manager. There will be no deduction from paid leave credits for this purpose. Further information is in the Workplace breastfeeding/lactation policy.

Parenting room

37. Where staff numbers justify, as determined by the Director, a parenting room will be provided and equipped for the occasional use of employees needing to care for children. Further information can be found in the Parenting Room Guidelines.

Teleworking

38. The Director may approve arrangements for an employee to work from home or in a location other than an AIHW office on a regular, temporary or intermittent basis. Further information can be found in the Teleworking Guidelines.

Resignation

39. A staff member may resign or retire from the Institute by giving the required amount of written notice, being a period of two weeks' notice for APS Level staff, and four weeks' notice for Executive Level employees.
40. Any resignation submitted to take effect on a public holiday will be taken to have effect on the previous working day.
41. The Institute may consent to a shorter period of notice on a case by case basis.

Section 3 – Flexible working conditions

Hours of work

42. The ordinary hours of work for full-time employees are 74 hours 10 minutes per fortnight.
43. The **standard hours** for full-time employees are from 8.30 am to 12.30 pm and 1.30 pm to 4.55 pm from Monday to Friday.
44. Part-time employees are engaged for ordinary hours of work which are less than the ordinary hours of work for a full-time employee. Standard hours of work for part-time employees are as agreed between the manager and the employee.
45. The **span of hours** in which a staff member may work ordinary hours is 8.00am to 6.00pm Monday to Friday.
46. **Core hours** for the Institute are from 10.00am to 12.00pm and from 2.00pm to 4.00pm.
47. Managers will develop an agreed working pattern with each employee whom they supervise.
48. An employee will not work more than five hours without a meal break of at least 30 minutes.
49. An employee will not normally work more than 10 hours on any one day.
50. Where no agreement is reached under [clause 47](#) an employee will work standard hours.
51. Employees are expected to be available for reasonable direction to work outside agreed patterns of work on an occasional basis.
52. An employee may 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 prior approval from his or her manager. Any hours worked on this basis will be considered ordinary hours and not attract overtime rates.

Recording attendance

53. APS 1-6 employees will record their actual times of arrival and departure and any breaks each day.
54. Executive Level employees are not required to record their actual hours of attendance, unless requested by their manager. Executive Level employees may be required to provide evidence of their attendance to substantiate any request for time off in lieu (TOIL).

Flexible working hours

55. The flextime system is provided for all APS Level 1-6 employees. Part-time employees may access flextime arrangements, subject to agreement with his or her manager. Further information is available in the AIHW's guidelines on 'Working Hours, Recording Attendance and Flextime'.
56. The following flextime arrangements will apply:
 - (i) An employee may carry over a maximum flextime credit of 30 hours at the end of a four-week settlement period, unless approved by a senior manager.
 - (ii) An employee may carry over a maximum of 10 hours flex debit accumulated in any one settlement period into the next settlement period.

- (iii) An employee may take up to five days of flex leave in one settlement period.
- 57. The use of flex leave during core hours must have the prior approval of the manager.
- 58. Employees in jobs that require attendance at pre-determined times to meet client service needs must have their manager's prior approval to use flex leave during standard hours.
- 59. APS employees acting at the EL1 level will not access formal flextime arrangements unless approved to do so by the Director.
- 60. Executive Level employees may access flexible working hours, consistent with [clause 61](#) and with operational requirements.

Recognition of extended hours for Executive Level staff

- 61. Executive Level employees may at times be required to work extended hours.
 - 62. The manager may approve paid time off (time off in lieu, or TOIL) to recognise the extended hours.
 - 63. For the purposes of the preceding clause, TOIL may not be taken on a one-for-one basis except for:
 - (i) time necessarily worked by an Executive Level 1 employee in excess of one additional hour on any normal business day, or
 - (ii) any time necessarily worked by an Executive Level 1 employee on weekends and public holidays.
- TOIL taken on a one-for-one basis does not reduce the employee's right to access fair and reasonable time off for other additional hours worked.
- 64. In exceptional circumstances the Director may approve payment for additional hours worked by Executive Level employees.

Reversion to standard hours

- 65. Access to flexible working conditions will not apply in circumstances where:
 - (i) an employee's manager reasonably considers the employee's attendance is unsatisfactory
 - (ii) an employee's manager reasonably considers that an employee is misusing the arrangements.
- 66. In the situation described in the preceding clause access to flexible working arrangements will be restored where a manager is satisfied that the employee's attendance is satisfactory.
- 67. Where an employee is absent from duty without approval:
 - (i) the period of absence will not count as service for any purpose
 - (ii) the employee will not be paid or be entitled to other benefits provided for under this agreement in respect of the period, or periods, of absence
 - (iii) any amounts paid to an employee in respect of an unauthorised absence are overpayments, which the Director will seek to recover
 - (iv) the Director may determine that the employee will revert to standard hours on their return. Flexible arrangements will be restored where the Director is satisfied that the employee's attendance is satisfactory.

Regular part-time work

- 68. Where consistent with operational requirements, and subject to the agreement of the relevant manager, the Institute will approve applications from employees

wanting to work on a regular part-time basis. Arrangements may be approved for either a fixed period or on an ongoing basis.

69. Unless otherwise provided for in legislation, remuneration and other benefits for part-time employees will be calculated on a pro-rata basis apart from those allowances of an expense 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 - Leave arrangements](#).
70. 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.
71. Full-time employees will not be required to convert to part-time hours without their agreement.

Travelling time and working extended hours (APS Level 1-6 only)

72. When employees accessing flextime are required to work in a different city, in addition to any extended hours worked, 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 their normal place of work. 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.

Overtime and recompense for overtime (APS Level 1-6 only)

73. **Overtime** means work performed at the prior direction of management by employees at or below APS Level 6 that:
 - (i) is in excess of 8 hours 25 minutes on any one day
 - (ii) is outside the span of hours specified in [clause 45](#)
 - (iii) is performed on weekends or public holidays.
74. Flexible working hours (see [Flexible working hours](#)) will generally be used to meet operational requirements within the span of hours. 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 8 hours 25 minutes on any one day. In accordance with section 62 of the *Fair Work Act 2009*, an employee may refuse to work additional hours if they are unreasonable.
75. Overtime is considered to be continuous with ordinary duty when an employee does not have a break, other than a meal break, between the periods of ordinary duty and overtime.
76. Time off in lieu is the standard form of recompense for overtime performed in continuous periods on normal business days. Payment is the standard form of recompense for overtime performed on all other occasions.
77. Where overtime is worked, recompense (whether payment or time off in lieu) is calculated at the following rates (see [Attachment A.2 - Salary rates](#) for overtime formulae):
 - (i) *Monday to Saturday*: Time and a half for the first three 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 43](#). 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.
- 78. Part-time APS 1-6 Level employees are eligible for overtime for work performed at the prior direction of management, which:
 - (i) is not continuous with the employee's agreed standard hours
 - (ii) exceeds the employee's agreed total standard hours over the four-week settlement period.
- 79. Where APS Level 1-6 employees other than employees receiving an emergency out-of-hours contact officer allowance (see [clause 223](#)) are called into work to meet an emergency outside the span of hours specified in [clause 45](#) or are required to work overtime for a period that is not continuous with their ordinary duty, they will be paid for the period of work and any time necessarily spent in travelling to and from work at the relevant overtime rate.
- 80. The minimum payment on each occasion will be two hours. However, where more than one attendance is involved, the minimum overtime payment provision will not operate to increase an employee's overtime remuneration beyond the amount which would have been received had the employee remained on duty from the commencing time of duty on one attendance to the ceasing time of duty on a following attendance.
- 81. Where employees are required to work beyond the normal span of hours as set out in [clause 45](#), the Institute will meet all fair and necessary additional costs associated with safe travel arrangements between work and their usual place of residence.
- 82. 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. For the purpose of this clause, **meal period** means any of the following periods: 6.00 am to 8.00 am, 12.00 pm to 2.00 pm and 6.00 pm to 8.00 pm.
- 83. Where an employee works overtime he or she will be entitled to an 8-hour break plus reasonable travelling time before recommencing work. If an employee is required to resume or continue work without having had the required break, then payment at double time will be made for the time worked until the employee has had the required break.

Blood donation

- 84. Employees will be provided with time off to donate blood. There will be no deduction from paid leave credits for this purpose.

Mature age employees

- 85. The Institute is committed to using ways of retaining access to the pool of skills and knowledge valuable to the work of the Institute possessed by staff that are nearing retirement age. Subject to operational requirements, these include, but may not be confined to, negotiating flexible employment arrangements with staff nearing retirement.

Section 4 – Leave arrangements

Portability of accrued annual and personal/carer's leave entitlements

86. Where an employee transfers to the Institute from an agency that employees under the *Public Service Act 1999*, the *Parliamentary Service Act 1999*, or from the ACT Government Service the employee's unused accrued annual leave and personal/carer's leave (however described) will be transferred or recognised provided there is no break in continuity of service of more than two months. Any recognised annual leave excludes any accrued leave paid out on separation.
87. The conditions applying to these accrued credits of leave, and any future entitlements to annual leave and personal/carer's leave, shall be those prevailing in the Institute.

Annual leave

88. Employees who are not paid a casual rates loading are entitled to four weeks' paid annual leave for each full year of service. Annual leave will accrue on a pro-rata basis for part-time employees.
89. Annual leave will accrue on a daily basis and the employee will be able to access the leave as it accrues. Annual Leave will not accrue during periods that are taken as not to count as service.
90. An employee's entitlement is expressed in hours and minutes. Leave taken will be deducted in hours and minutes.
91. The taking of annual leave is subject to approval of the Director. Annual leave may be approved for part-days, a whole day or multiple days. Annual leave counts as service for all purposes.
92. An employee who is not participating in the purchased leave scheme may apply to take annual leave on half pay. Any leave approved under these provisions will be deducted from annual leave credits at half rate. The minimum absence of leave on half pay is two working days.
93. 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 expenses, as determined by the Director, not otherwise recoverable under any insurance or from any other source.

Excess annual leave

94. 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 may be directed to take annual leave to such time as the employee's leave balance is reduced to no more than two years credit within 12 weeks of the direction.

Cash-out of annual leave

95. An employee may request to cash-out an amount of annual leave provided their remaining accrued entitlement to annual leave is not less than four weeks. The rate of payment is the same as if they had taken the annual leave.
96. The Director will not approve requests to cash out leave in accordance with these clauses unless the employee has taken at least three weeks annual leave in the previous 12 months preceding the request to cash out leave.

97. Employees are limited to only one application each calendar year, and each application is a separate written agreement between the employee and the Director.

Personal/carer's leave

98. An employee may take personal/carer's leave in the following circumstances:
- (i) due to personal illness or injury affecting the employee (sick leave)
 - (ii) to care for a member of the employee's immediate family or household who requires care or support because of a personal illness or personal injury affecting the member
 - (iii) where an employee or a member of the employee's immediate family or household is affected by an unexpected emergency.
99. Personal/carer's leave may be approved for part-days, a whole day or multiple days.
100. Ongoing employees will be credited with an entitlement of 18 days personal/carer's leave at full pay on engagement and on each anniversary thereafter. Personal/carer's leave is cumulative.
101. On engagement as an ongoing employee, former non-ongoing employees will be credited with 18 days personal/carer's leave and that credit adjusted for previously taken leave.
102. Leave for part-time employees will be credited based on the weekly hours worked as at the date of personal/carer's leave accrual. Approved personal leave will be deducted from credits in hours and minutes, with no salary variation.
103. Non-ongoing employees engaged under section 22(2)(b) of the *Public Service Act 1999* are entitled to 18 days personal/carer's leave per year, or the part-time equivalent, accruing daily and is credited monthly.
104. An employee who is engaged as an irregular or intermittent employee under section 22(2)(c) of the *Public Service Act 1999*, and in receipt of a casual rates loading, is not entitled to paid personal/carer's leave.
105. 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.
106. Unless otherwise agreed by the manager, no more than three consecutive days of personal/carer's 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.
107. A manager may request medical evidence or other evidence to support a current or future application for personal/carer's leave, where there is cause to believe that the reasons for such absences, irrespective of the length of absence, are not reasonable or legitimate. Where possible, the manager will give the employee prior notice to provide such evidence.
108. Where any leave *without pay* not to count as service has been approved in the accrual year, personal/carer's leave accrual will be deferred by the period of leave without pay taken.

109. An employee who is retired from the APS on the grounds of invalidity, and is subsequently re-appointed, will be credited with personal/carer's leave equal to the balance of personal/carer's leave at the time of retirement.
110. The Director may approve the conversion of personal/carer's leave to half pay for an employee for a specified absence in special circumstances. Any leave approved under these provisions will be deducted from personal/carer's leave credits at half rate.
111. In exceptional circumstances, an employee who does not have any current personal/carer's leave credits, but is otherwise eligible for personal/carer's leave, may:
 - (i) anticipate, with agreement from the Director, personal/carer's leave from his or her next credit, which will be reduced accordingly
 - (ii) access, with agreement from the Director, other leave credits.
112. Personal/carer's leave credits are not paid out on separation.
113. An employee will not, without the employee's consent, be retired on invalidity grounds before the employee's full-pay personal/carer's leave credits have been exhausted, unless provided by legislation.

Exclusions

114. An employee who falls ill during a period of approved leave without pay, except as provided under the Maternity Leave Act, cannot apply for personal/carer's leave during that period.
115. An employee who is entitled to leave with pay under the Maternity Leave Act is not entitled to personal/carer's leave with pay for any period of paid Maternity Leave.

Employees receiving Workers' Compensation

116. An employee receiving workers' compensation for more than 45 weeks will accrue personal/carer's leave on the basis of hours actually worked.

Compassionate leave

117. The Director will approve leave with pay to an ongoing or non-ongoing employee (but not an irregular or intermittent employee) on each occasion that a member of the employee's immediate family, a member of the employee's household, or a person who was clearly dependent on the employee for care, support and attention:
 - (i) contracts or develops a personal illness that poses a serious threat to his or her life
 - (ii) sustains a personal injury that poses a serious threat to his or her life
 - (iii) dies.
118. An employee is entitled to three days paid leave for a bereavement and two days on other occasions. The employee may take the period as a single period of leave or any separate periods on which the employee and the Director agree. The Director may grant further periods of leave for compassionate or bereavement purposes as miscellaneous leave with or without pay on a case by case basis.
119. An employee who is engaged as an irregular or intermittent employee under section 22(2)(c) of the *Public Service Act 1999*, and in receipt of a casual rates loading, may access three days of unpaid leave on each occasion that compassionate leave is required.

120. 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 paid leave, such paid leave may be re-credited to the extent of the Compassionate Leave granted.
121. An employee cannot apply for compassionate leave during a period of approved leave without pay.

Purchased leave scheme

122. The Director may approve the purchase by an employee of additional leave of one, two, three or four weeks per year. Further information is in the Institute's Purchased Leave Guidelines.
123. 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.
124. An employee who is participating in the purchased leave scheme may not apply to take annual leave on half pay.

Long service leave

125. Long service leave will be provided to eligible employees in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.
126. The minimum period of any approved long service leave granted will be seven calendar days at full pay (or 14 calendar days at half pay). Periods of long service leave cannot be broken with periods of annual leave, flex leave or leave without pay except as provided for by legislation.

Maternity leave

127. Employees covered by this Agreement will be entitled to maternity leave under the terms of the *Maternity Leave (Commonwealth Employees) Act 1973*.
128. Employees eligible to receive paid leave under the *Maternity Leave (Commonwealth Employees) Act 1973* are entitled to receive an additional four weeks of paid leave to be taken continuous with the paid period of maternity leave, to count for service for all purposes.
129. An employee may elect to spread the payment for the period of up to 16 weeks paid maternity leave over a period of up to 32 weeks at half normal salary. A maximum of 16 weeks paid leave will count as service.

Adoption/foster leave

130. An employee who adopts or permanently fosters a child and has or will have responsibility for the care of the child is entitled to 52 weeks parental leave, commencing from the time of placement of the child, unless otherwise provided by legislation.
131. Up to 16 weeks of this parental leave will be paid leave, provided the employee satisfies the same qualifying requirements as those of a pregnant employee to receive paid leave in accordance with the *Maternity Leave (Commonwealth Employees) Act 1973*.
132. An employee may elect to spread the payment for the period of up to 16 weeks paid parental leave over a period of up to 32 weeks at a rate no less than half normal salary. A maximum of 16 weeks paid leave will count as service.
133. Paid leave is available from the date one week before the placement of the child.

Supporting partner leave

134. Within 66 weeks of the birth or adoption or fostering of a child, an employee who is the child's non-primary carer and stands in a domestic or household relationship with the child is entitled to be granted three weeks leave with pay. Where the employee has completed at least 12 months of continuous service with the APS, the employee is entitled to an additional one week's leave with pay (for a total of four weeks leave with pay).
135. In the case of adopting or fostering of a child the period of paid leave is available to start from the date one week before the placement of the child.

Parental leave without pay

136. On ending the initial 52 weeks of maternity or parental (for the purpose of adoption or foster placement) leave, employees are entitled, on request, to an extension of unpaid parental leave for a further period of up to 52 weeks.
137. If the leave is not taken in a continuous period, the employee must, where practical, give at least two weeks' notice of their intention to take further unpaid parental leave.

Return to work after parental leave

138. On ending parental leave, an employee is entitled to return to the employee's pre-parental leave duties. If those duties no longer exist, an employee is entitled to return to an available position for which the employee is qualified and suited, at the same classification and pay as applied prior to the parental leave taken. Where this is not practical, other duties will be sought, with the redeployment, reduction and redundancy provisions applying to any placement.

Flexible work arrangements for parents

139. In addition to the provisions of the *Fair Work Act 2009* that permit employees to request a change in working conditions, an employee who has completed at least 12 months of continuous qualifying service and has responsibility for the care of a child under school age or a child under 18 who has a disability will be provided with access to regular part-time work where the requested work pattern is at least three full-time days (that is, three days of 7 hours 25 minutes) or no less than 25 hours per week spread over four or five days.
140. Where an employee as described in the preceding clause requests a work pattern that is less than three full-time days or less than 25 hours per week spread over four or five days, the request for part-time hours will be subject to approval in accordance with legislation and [clauses 68-71](#) of this agreement.

Leave for ADF Reserve and Continuous Full Time Service

141. An employee may be granted leave (with or without pay) to enable the employee to fulfil Australian Defence Force (ADF) Reserve and Continuous Full Time Service (CFTS) or Cadet Force obligations.
142. An employee is entitled to ADF Reserve leave with pay for up to four weeks during each financial year for the purpose of fulfilling service in the ADF Reserve. These purposes include training and operational duty as required.
143. During the employee's first year of ADF Reserve service, a further two weeks paid leave may be granted to facilitate participation in additional ADF Reserve training, including induction requirements.

144. With the exception of the additional two weeks in the first year of service, leave can be accumulated and taken over a period of two years, to enable the employee to undertake training as a member of the ADF Reserves.
145. Employees are not required to pay their tax free ADF Reserve salary to the Institute in any circumstances.
146. An employee who is an officer or instructor of cadets in a Cadet Force may be granted paid leave of up to three weeks each financial year to perform duties as an officer or instructor of cadets. For these purposes 'Cadet Force' means the Australian Navy Cadets, Australian Army Cadets, or the Australian Air Force Cadets.
147. Defence Reserve leave counts as service for all purposes, except for unpaid leave to undertake CFTS. Unpaid leave for the purpose of CFTS counts for all purposes except annual leave.
148. Eligible employees may also apply for annual leave, long service leave, miscellaneous leave without pay, top-up pay or they may use flextime for the purpose of fulfilling ADF Reserve or CFTS obligations.
149. Employees are to notify their manager at the earliest opportunity once the dates for ADF Reserve or CFTS activities are known and/or changed.
150. Employees will continue to access other benefits (such as studies assistance) and are eligible for pay-point advancement during period of Defence Reserves leave.

War service sick leave

151. Employees may be eligible to be granted war service sick leave while unfit for duty because of a war-caused condition.
152. A war-caused condition means an injury or disease of an employee that has been determined under the relevant legislation to be war-caused or defence-caused.
153. Eligible employees will accrue a special 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.
154. The special credit must be used before the annual credits. Where an employee's war service sick leave credits have expired, personal/carer's leave provisions will apply.
155. Approval of a grant of war service sick leave will be subject to the provision of a medical certificate stating the nature of the medical condition and a statement from the Department of Veterans' Affairs stating the medical condition is a war-caused condition.
156. Leave that counts as service for personal/carer's leave purposes will count as service for war service sick leave purposes.

Cultural leave for Aboriginal and Torres Strait Islander employees

157. Aboriginal and Torres Strait Islander employees are entitled to two days paid leave each year to participate in NAIDOC week activities or other cultural or ceremonial events.
158. The Director may approve further requests for Aboriginal and Torres Strait Islander employees to participate in cultural or ceremonial events or fulfil cultural obligations under the miscellaneous leave without pay provisions up to 10 days over two years.

Community service leave

159. An eligible community service activity includes:
- (i) jury service (including attendance for the purpose of jury selection) that is required by or under a law of the Commonwealth or a State or Territory
 - (ii) carrying out a volunteer emergency management activity (within the meaning of section 109(2) of the *Fair Work Act 2009*).
160. In relation to jury service, the Director will approve paid community service leave to enable an employee to attend court appearances as a juror. In this event, the employee will continue to receive their normal salary subject to any payments of a salary nature made to the employee by the court for jury service being signed over to the Institute.
161. An employee who engages in an eligible community service activity is entitled to paid leave for each period of service if:
- (i) the period consists of one or more of the following:
 - a. time when the employee engages in the activity
 - b. reasonable travelling time associated with the activity
 - c. reasonable rest time immediately following the activity
 - (ii) where the activity is emergency management, the absence is due to:
 - a. regular training
 - b. all emergency service responses
 - c. reasonable rest time immediately following the activity
 - d. attendance at ceremonial duties
 - (iii) the employee's absence is reasonable in all the circumstances.

Miscellaneous leave

162. The Director may grant leave not provided for elsewhere to an employee for a purpose that the Director considers to be in the interests of the Institute, having regard to operational requirements. Further information is in the Leave Guidelines.
163. Miscellaneous Leave may be granted:
- (i) for the period requested or for another period
 - (ii) with or without pay
 - (iii) subject to conditions.
164. Where an employee is granted Miscellaneous leave without pay (LWOP), the Director will determine whether the period of LWOP counts as service for the purposes of annual and personal leave entitlements.

Public holidays

165. Consistent with section 115 of the *Fair Work Act 2009*, employees will be entitled to the following public holidays:
- (i) New Year's Day (1 January)
 - (ii) Australia Day (26 January)
 - (iii) Good Friday
 - (iv) Easter Monday
 - (v) Anzac Day (25 April)
 - (vi) The Queen's Birthday holiday (on the day on which it is celebrated in a state or territory or a region of a state or territory)
 - (vii) Christmas Day (25 December)

- (viii) Boxing Day (26 December)
 - (ix) any other day, or part-day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the state or territory, as a public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the Fair Work regulations from counting as a public holiday.
166. If under a State or Territory law, a day or part-day is substituted for one of the public holidays listed above, then the substituted day or part-day is the public holiday.
167. The Institute will treat the following days as public holidays for the purposes of determining employee entitlements:
- (i) 27 December if Christmas Day falls on a Monday or Tuesday
 - (ii) 28 December if Christmas Day falls on a Sunday
 - (iii) 29 December if Christmas Day falls on a Thursday, Friday or Saturday.
168. The Director and an employee may agree on the substitution of a day or part-day that would otherwise be a public holiday, having regard to operational requirements.
169. An employee who is absent on a day or part-day that is a public holiday in the place where the employee is based for work purposes, is entitled to be paid for the part or full day absence as if that day or part-day was not a public holiday, except where that person would not normally have worked on that day.
170. Where a public holiday falls during a period when an employee is absent on Long Service or Maternity leave there is no entitlement to receive payment as a public holiday. Payment for that day would be in accordance with the entitlement for that form of leave (e.g. if on long service leave on half pay, payment is on half pay).

Christmas closure

171. The Institute will be closed on ordinary business days between Christmas Day and New Year's Day.
172. Employees are entitled to be absent with pay for the working days during Christmas closure. Payment for such absences will be made in accordance with an employee's usual ordinary hours of work for that day. However, where an employee would otherwise be absent on leave on that day, the rate of payment will be in accordance with the payment for that leave entitlement.

Section 5 – Remuneration

Salary increases

173. All salaries will increase by 3.0% with effect from the date of commencement of this Agreement. All salaries will increase by a further 2.0% 12 months after commencement, and a further 1.0% 24 months after commencement.

Salary rates

174. [Attachment A.1 - Salaries](#) details the salary rates payable to employees for the duration of this Agreement.
175. For members of the Commonwealth Superannuation Scheme (CSS) and the Public Sector Superannuation (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.

Supported wage for employees with a disability

176. Supported salary rates and conditions of employment as set out in [Attachment B - Supported salary payments for employees with a disability](#) shall apply to an employee with a disability who is eligible for consideration under the supported wage scheme.

Casual rates

177. Employees engaged on an irregular or intermittent basis will be paid a casual rates loading. This loading is paid in lieu of access to payment for public holidays on which the employee is not rostered to work and paid leave, except for long service leave. The loading is 20% of the salary for the relevant pay-point.

Method of payment

178. Employees will have their fortnightly salary (calculated by using the formulae at [Attachment A.2 - Salary rates](#)) paid by electronic funds transfer into a financial institution account of their choice.
179. The Director may approve the prepayment of salary to an employee where special circumstances exist.

Salary packaging

180. Employees may choose to sacrifice a proportion of the salary component of their remuneration package consistent with the Institute's salary packaging guidelines.
181. 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.
182. When an employee enters into a salary sacrifice arrangement, salary for all purposes will be the pre-sacrifice salary rate.

Superannuation

183. The Institute will make compulsory employer superannuation contributions as required by the applicable legislation and fund requirements. The

superannuation salary will not be reduced by any amounts that the employee chooses to salary sacrifice.

184. Employer contributions to the PSSap will be the rate specified by the rules of PSSap but not less than 15.4% of the employee's superannuation salary, calculated according to the ordinary time earnings method. Employer contributions for employees in other accumulation scheme plans will be at the same rate as for PSSap. This will not be reduced by any other contributions made through salary sacrifice arrangements. This clause does not apply where a superannuation fund cannot accept employer superannuation contributions (e.g. unable to accept contributions for people aged over 75).
185. During periods of paid parental leave (which includes maternity, adoption, foster and partner leave), employer contributions to all complying accumulation superannuation funds including PSSap will continue at the rate payable in the full pay period immediately prior to commencing parental leave.
186. The Director may choose to limit superannuation choice to complying superannuation funds that allow contributions to be paid through fortnightly electronic funds transfer (EFT) with data uploaded from an electronic batch file. Any fees associated with EFT will be borne by the Institute. Any other fees applied by a chosen fund associated with the administration of superannuation contributions will be borne by the employee.

Salary on commencement or promotion

187. 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.
188. 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 199](#). The Director may approve the payment of a salary above the minimum pay-point where the employee has performed satisfactorily at that level in the AIHW on a temporary basis for a total period of at least six months in the previous two years.
189. 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 the AIHW for that classification will be maintained on that salary on commencement. This salary will not be subject to any increases under this Agreement until such time that the highest pay-point of the employee's classification becomes higher than the employee's salary, at which time the employee will move to the next pay-point.

Pay-point advancement rules

190. Employees are eligible for advancement to the next pay-point on either 1 March or 1 September each year. Each employee's first eligible advancement date within a classification level will be whichever of those two dates is more than six months and no more than 12 months after the date on which the employee was first substantively appointed to that classification level in the Institute. Subsequent advancement dates within that classification will be 12 months after the date on which the employee last received advancement.

191. Non-ongoing employees and employees who have been on long-term leave must also have performed an aggregate of at least six months' work in the 12 months ending on the relevant advancement date in the Institute at the relevant classification level or higher. If not, they will be eligible on the next advancement date before which they have worked an aggregate of at least six months in the preceding 12 months. The Director may waive this six month qualifying period in exceptional circumstances.
192. Advancement within each classification level will be on the basis of performance review. Employees who have performed satisfactorily will be advanced to the next pay-point within their classification level. Further information is in the Managing for Performance Policy.
193. If employees who are assessed as less than satisfactory subsequently improve their performance to a satisfactory level they would then be re-considered for advancement at the next common advancement date six months later.

Temporary reassignment of duties at a higher level, and higher duties allowance

194. Where an employee is required to temporarily perform higher duties for a continuous period of five working days or more, and accepts the **full** responsibility and accountability that attaches to that job, the Director will approve an allowance in accordance with the following clause for the entire period.
195. 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.
196. 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 five 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'.
197. 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.
198. 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 [Rate of payment: severance benefit](#)).
199. An employee who is receiving higher duties allowance will be first eligible for pay-point advancement in the higher classification level on 1 March or 1 September provided they have worked for a continuous period of more than six months at a particular pay-point in the higher level on that date.

200. Employees, who have performed satisfactorily at the higher level, will be advanced to the next pay-point within that classification level. Further information is available in the AIHW Managing for Performance Policy.
201. If the employee continues to work at that higher level or is promoted to that level on a substantive basis subsequent advancement dates will be 12 months after the date on which the employee last received advancement.
202. Where an employee performs higher duties in broken periods:
 - (i) pay-point advancement will be due on 1 March or 1 September each year when an employee has satisfactorily performed more than six months higher duties at a particular pay-point in the higher classification level in a twenty-four month period ending on those dates
 - (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.
203. Where an employee is required to work temporarily in a Senior Executive Service (SES) job for a period of five working days or more, the employee will be paid a higher duties allowance selected by the Director, but not less than the rate of \$10,000 per year. The higher duties allowance will be reviewed if the employee acts in the SES job for a period of three months or longer.

Reassignment at a lower level and salary on reduction

204. 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.
205. 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

Travelling allowances and expenses

206. The Institute will meet all fair and reasonable costs, as determined by the Director, associated with official domestic and international travel while an employee is on official duty. Further information is in the AIHW travel policy and guidelines.
207. Where an employee is required to travel on official business and is away from home overnight, the Institute will pay an 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.
208. An employee who is required to travel on official business but is not absent overnight may claim reimbursement of reasonable expenses including meals incurred during their absence.
209. [Clauses 206-208](#) apply for periods of two weeks (i.e. 14 calendar days) or less. For travel periods in excess of two weeks, refer to [clause 210](#) (temporary relocation assistance).

Temporary relocation assistance for employees

210. Where, for a period in excess of two weeks (i.e. 14 calendar 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 may approve a 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

211. Where an employee becomes critically or dangerously ill while he or she is travelling on official business, and a member of the employee's immediate family travels to visit the critically or dangerously ill employee, the Institute will, where requested and supplied with medical evidence, reimburse the member of the employee's immediate family for reasonable travel costs.

Overseas travelling allowances

212. Where an employee is required to travel overseas on official business, he or she will be:
 - (i) reimbursed for reasonable costs, as determined by the Director, 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 214](#)
 - (iii) provided with accommodation paid for by the Institute
 - (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.
213. 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

214. 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.
215. 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

216. The Director may approve 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. This allowance will be paid in accordance with the rates set by the *Tax Assessment Regulations 1997*.

Loss, damage and indemnity

217. Where an employee incurs out-of-pocket expenses due to loss or damage to clothing or personal effects which occurred in the course of his or her work, the Director will approve reimbursement where the Director considers reimbursement is justified and receipts or other acceptable documentary evidence has been provided.

Corporate role allowances

218. An allowance will be paid to an employee undertaking the designated corporate roles of First Aid Officer, Emergency Warden, Harassment Contact Officer (HCO), Health and Safety Representative (HSR) and Emergency Out-of-Hours Contact Officer. An employee will receive an allowance for each corporate role undertaken, but will not undertake more than one corporate role at a time unless approved to do so by the Director.

First Aid Officer

219. 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 \$26.00 per fortnight.

Emergency Warden

220. Where the Director is satisfied that an employee has been duly appointed to duties as an Emergency Warden and has undertaken the training needed to discharge those duties, the employee will be paid an allowance of \$15.50 per fortnight.

Workplace Harassment Contact Officer

221. Where the Director is satisfied that an employee has been duly appointed to duties as a Workplace Harassment Contact Officer and has undertaken the training needed to discharge those duties, the employee will be paid an allowance of \$15.50 per fortnight.

Workplace Health and Safety Representative

222. Where the Director is satisfied that an employee has been duly appointed to duties as a Workplace Health and Safety Representative and has undertaken the

training needed to discharge those duties, the employee will be paid an allowance of \$15.50 per fortnight.

Emergency Out-of-Hours Contact Officer

223. Where the Director is satisfied that an APS Level 1 to 6 employee has been duly appointed to duties as an Out-of-Hours Contact Officer the employee will be paid an allowance of \$31.00 per fortnight. The employee needs to be contactable by phone but is not restricted to being able to attend the Institute at any time. In exceptional circumstances the Director may approve an allowance for Executive Level staff.
224. When the employee is required to attend the Institute outside the employee's agreed pattern of hours in response to an emergency call, payment for the period of work and any time necessarily spent travelling to and from the Institute will be at the relevant overtime rates with a minimum of two hours paid on each occasion. The minimum does not apply if the attendance is immediately followed by a normal working day.

Working with screen based equipment

225. 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.
226. Where eyewear is prescribed specifically for use with screen-based equipment, the Director will contribute towards the expense (where not otherwise reimbursed under Medicare or private health insurance arrangements) by means of reimbursement, up to:
 - (i) \$110.00 for single vision lenses
 - (ii) \$190.00 for multifocal lenses.Further information is in the Guidelines for Eyesight Testing and Eyewear Reimbursement.

Memberships of professional associations

227. The Institute will reimburse or pay for the cost of annual membership fees of professional associations up to \$850 a year where membership of the association is an essential requirement for the position. The Institute may reimburse or pay up to \$42 a year per employee towards annual membership of other professional associations relevant to the employee's work at the Institute.

Healthy lifestyle payment

228. In recognition of the benefits of a healthy lifestyle, a reimbursement of up to \$299 for each year ending on 31 March (relevant year) will be provided to qualifying employees for equipment, clothing, footwear and accessories purchased to assist them participate in healthy lifestyle activities.
229. Qualifying employees are all full-time and part-time ongoing, non-ongoing and irregular or intermittent employees who have been an employee of the Institute for at least three months in the relevant year and are still an employee of the Institute on the day they submit their claim.
230. Only one application per employee per relevant year will be processed for reimbursement of one or more qualifying expenses. All applications are to be submitted with relevant documentation for processing before 31 March in each relevant year.

Section 7 – Management of excess employees

Redeployment and retrenchment

231. These provisions only apply to ongoing employees who are not on probation and with more than one year's service.
232. Throughout the application of the following provisions:
 - (i) the Director will take all reasonable steps to transfer an excess employee to a suitable position at an equal classification level within the Institute or in another APS agency
 - (ii) an employee and, where the employee chooses, their representative may raise issues concerning a retrenchment situation directly with his or her manager.

Discussion period

233. 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) of the situation.
234. Discussions with the potentially excess employee(s) or, where an employee requests, with the employee's representative, will be held to consider:
 - (i) reasons why the employee(s) is likely to become excess
 - (ii) measures which might be taken to reduce the incidence of an employee becoming excess
 - (iii) redeployment opportunities including the potential for a job exchange with another APS agency for the employee(s) concerned and identifying whether the employee(s) seeks redeployment
 - (iv) whether voluntary retrenchment might be appropriate and whether the employee(s) wants to be offered voluntary retrenchment.
235. 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.
236. The Director will not advise an employee that he or she is excess until the discussions referred to in [clause 234](#) have occurred. The period of these discussions will be one month, unless the employee agrees to a lesser period or both the Director and the employee agree to a greater period.

Voluntary retrenchment

237. Following the discussion period and subject to [clause 232](#), 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.
238. 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
 - (ii) to reject voluntary retrenchment, which means the provisions relating to [Retention periods](#) apply.
239. 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.

240. Within the one-month election period identified in the preceding clause 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
 - (vi) taxation rules applying to the various payments.

Financial counselling

241. An employee declared excess is entitled to an amount up to \$500 (including GST) for financial counselling.

Period of notice

242. 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 four weeks (or five weeks for an employee over 45 years of age with at least five years of continuous service).
243. 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

244. 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 two weeks' salary for each completed year of continuous service (subject to [clauses 245 to 249](#)), plus a pro rata payment for completed months of service since the last completed year of service, subject to any minimum amount the employee is entitled to under the *Fair Work Act 2009* National Employment Standards (NES).
245. 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 one 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
 - (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*.
246. The minimum payable will be four weeks' salary and the maximum will be 48 weeks' salary.
247. 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 of full-time service, subject to any minimum amount the employee is entitled to under the NES.

248. Subject to the following clause, service for severance pay purposes means:
- (i) service in the Institute
 - (ii) government service as defined in section 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 under the repealed section 49 of the *Public Service Act 1922*), if the service has not previously been recognised for severance pay purposes
 - (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.
249. 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:
- (i) through termination on the following grounds:
 - a. the employee lacks, or has lost, an essential qualification for performing his or her duties
 - b. non-performance, or underperformance, of duties
 - c. inability to perform duties because of physical or mental incapacity
 - d. failure to satisfactorily complete an entry level training course
 - e. failure to meet a condition imposed under subsection 22(6) of the *Public Service Act 1999*
 - f. a breach of the Code of Conduct
 - (ii) on a ground equivalent to a ground listed in subparagraph (i) above under the repealed *Public Service Act 1922*
 - (iii) through voluntary retirement at or above the minimum retiring age applicable to the employee
 - (iv) 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

250. For the purpose of calculating any payment under [clause 244](#), 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
 - (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

251. 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
 - (ii) seven months for other employees.
252. If an employee is entitled to a redundancy payment under the NES, the retention period in the preceding clause will be reduced by the number of weeks' redundancy pay that the employee will be entitled to under the NES on termination, calculated as at the expiration of the retention period (as adjusted by this clause).
253. An employee who has rejected voluntary retrenchment in favour of serving the relevant retention period will not be entitled to payment of a severance benefit (other than the employee's NES entitlement to redundancy pay and any balance left on the retention period in accordance with [clause 259](#)).
254. 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 239](#) or has elected to be voluntarily retrenched but the Director has refused to approve it.
255. 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
 - (ii) one month after the day on which the Director makes a written offer of voluntary retrenchment to the employee.
256. During the retention period the Director:
 - (i) will continue to take reasonable steps to find alternative employment for the excess employee
 - (ii) may, with four 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.
257. 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.
258. The retention periods specified in [clause 251](#) and the notice period specified in [clause 261](#) 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.
259. Where the Director believes there is insufficient productive work available for an excess employee within the agency during the retention period and that there is no reasonable redeployment prospects in the APS, the Director may (subject to [clause 260](#)) terminate the employee's employment under section 29 of the *Public Service Act 1999* and pay the balance of the retention period as a lump sum comprising:

- (i) the balance of the retention period (as shortened for the NES under [clause 252](#)) and this payment will be taken to include payment in lieu of notice of termination of employment
 - (ii) the employee's NES entitlement to redundancy pay.
260. Except, where agreed by the employee, the employee's employment will not be terminated within three months of the start of the retention period.
261. The excess employee will be given four weeks' notice (or five weeks' notice for an employee over 45 years with at least five years of continuous service). The specified period of notice will, as far as practicable, be concurrent with the retention periods.

Section 8 – Dispute resolution

Dispute prevention and settlement procedures

262. If a dispute relates to a matter arising under this agreement or the NES, the parties to the dispute must attempt to resolve the matter at the workplace level by discussions between the employee or employees concerned and the relevant supervisor/ manager and/or senior managers.
263. The parties to the dispute may appoint another person, organisation or association to accompany and/or represent them for the purposes of this provision.
264. If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission.
265. The Fair Work Commission may deal with the dispute in two stages:
 - (i) The Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation.
 - (ii) If the Fair Work Commission is unable to resolve the dispute at the first stage, Fair Work Australia may then:
 - a. arbitrate the dispute
 - b. make a determination that is binding on the parties.
266. If the Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the *Fair Work Act 2009*.
267. A decision that the Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Division 3 of Part 5.1 of the *Fair Work Act 2009*. Therefore, an appeal may be made against the decision.
268. While the parties are trying to resolve the dispute using the procedures in this term, an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety. Employees must comply with any direction given by the Director to perform other available work at the same workplace, or at another workplace, unless:
 - (i) the work is not safe
 - (ii) applicable workplace health and safety legislation would not permit the work to be performed
 - (iii) the work is not appropriate for the employee to perform
 - (iv) there are other reasonable grounds for the employee to refuse to comply with the direction.
269. The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.

Review of employment actions

270. Where a disagreement arises over decisions or actions affecting an employee's APS employment, s/he may seek a review in accordance with the Public Service Act.

271. The sole and exhaustive rights and remedies of an employee in relation to termination of employment are those that the employee has under legislation and at common law.
272. Termination of employment, or a decision to terminate employment, cannot be reviewed under the [Dispute prevention and settlement procedures](#) of this Agreement.
273. Nothing in this agreement prevents the Director from terminating the employment of an employee for serious misconduct, without further notice or payment in lieu, in accordance with the *Fair Work Act 2009*, subject to compliance with the procedures established by the Director for determining whether an employee has breached the Code of Conduct.

Definitions

Agency	means an agency as defined in the <i>Public Service Act 1999</i> .
Agreement	means the Australian Institute of Health and Welfare Enterprise Agreement titled ' <i>Australian Institute of Health and Welfare Enterprise Agreement 2016</i> '.
APS	means Australian Public Service.
De facto partner	means a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes).
Director	means the Director of the Australian Institute of Health and Welfare, or a person acting in that position, or his or her delegate.
Employee	a person engaged by 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> .
Excess Employee	<p>An employee is an excess employee if:</p> <ul style="list-style-type: none">(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(iii) 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.
Foster child	means a child for whom the employee has assumed primary responsibility for the long term care of the child who is, or will be, under 16 years of age and the child is not (otherwise than because of the fostering) a child of the employee or the employee's spouse or de facto partner.

Immediate Family	includes: <ul style="list-style-type: none"> (i) a spouse or de facto partner of the employee irrespective of gender (including a former spouse or de facto partner) (ii) a child (including an adopted child, a step-child or foster child), parent, grandparent, grandchild or sibling of the employee (iii) a child (including an adopted child, a step-child or foster child), parent, grandparent, grandchild or sibling of the employee's spouse or de facto partner (iv) for Aboriginal and Torres Strait Islander employees, a person related to the employee through traditional kinship where there is a relationship or obligation, under the customs and traditions of the community or group to which the employee belongs.
Institute	means the Australian Institute of Health and Welfare.
Manager	means the person to whom an employee generally reports to on a day to day basis for work related matters, and may include a person referred to as a supervisor.
Medical evidence	means a certificate provided by a: <ul style="list-style-type: none"> (i) medical practitioner or dentist, optometrist, optician, radiographer, physiotherapist, chiropractor, pharmacist or podiatrist (ii) a health practitioner other than a medical practitioner in circumstances where the employee has either been referred to that health practitioner by a medical practitioner or obtains a medical practitioner's endorsement that the treatment provided was desirable.
Non-ongoing Employee	An employee engaged for a specified term or the duration of a specified task under section 22(2)(b) of the <i>Public Service Act 1999</i> .
Ongoing Employee	An employee engaged under section 22(2)(a) of the <i>Public Service Act 1999</i> .
Salary	means the employee's rate of pay (in accordance with the pay rates at Attachment A.1 - Salaries), 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.

Signatures

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**

Barry Sandison
Director



Signature

15/9/16

Date

**On behalf of the Community
And Public Sector Union**

Beth Vincent-Pietsch
Deputy Secretary



Signature

16/9/16

Date

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

Community and Public Sector Union
Level 1
40 Brisbane Avenue
Barton ACT 2600

Attachment A.1 – Salaries

	Pay-Point	Prior to commencement	On commencement 3.0%	+12 months 2.0%	+24 months 1.0%
Classifications					
EL 2	3	131,267	135,205	137,909	139,288
	2	124,037	127,758	130,313	131,616
	1	116,804	120,308	122,714	123,941
EL 1	3	106,468	109,662	111,855	112,974
	2	100,943	103,971	106,051	107,111
	1	95,443	98,306	100,272	101,275
APS 6	3	86,263	88,851	90,628	91,534
	2	81,889	84,346	86,033	86,893
	1	78,033	80,374	81,981	82,801
APS 5	3	74,519	76,755	78,290	79,073
	2	72,602	74,780	76,276	77,038
	1	69,573	71,660	73,093	73,824
APS 4	3	67,589	69,617	71,009	71,719
	2	65,338	67,298	68,644	69,331
	1	62,405	64,277	65,563	66,218
APS 3	3	60,918	62,746	64,000	64,640
	2	58,268	60,016	61,216	61,829
	1	55,676	57,346	58,493	59,078
APS 2	3	53,623	55,232	56,336	56,900
	2	50,893	52,420	53,468	54,003
	1	48,954	50,423	51,431	51,945
APS 1	3	47,225	48,642	49,615	50,111
	2	44,100	45,423	46,331	46,795
	1	42,098	43,361	44,228	44,670

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 formulae

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

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 hours 5 minutes. 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:

<i>Supported wage system</i>	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 Handbook.
<i>Approved assessor</i>	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.
<i>Assessment instrument</i>	means the tool provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.
<i>Disability Support Pension</i>	means the Commonwealth Government pension scheme to provide income security for persons with a disability as provided for under the <i>Social Security Act 1991(Cth)</i> , as amended from time to time, or any successor to that scheme.
<i>Relevant minimum wage</i>	means the minimum wage prescribed in this award for the class of work for which an employee is engaged.
<i>SWS wage assessment agreement</i>	means the document in the form required by the Department of Social Services that records the employee's productive capacity and agreed wage rate.

Eligibility criteria

- 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.

Supported salary rates

B.4 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 ⁽¹⁾
* 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 Fair Work Commission 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 lodgement of assessment instrument

B.5 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 by an approved assessor, having consulted the employer and the employee, and if the employee so desires, a union which the employee is eligible to join.

B.6 Assessment made under this schedule must be documented in a SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the Act.

B.7 All SWS wage assessment agreements 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 Fair Work Commission
- (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 more frequent review on the basis of a reasonable request for such a review. The process of review shall be in accordance with the procedures for assessing capacity 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 redesign of job duties, working time arrangements, work organisation and special equipment or furniture where applicable, in consultation with the Manager and 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 four 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 the applicable Supported Wage minimum rate as determined by Fair Work Commission or such other organisation that may be authorised by legislation to determine this rate from time to time.
- 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.5](#) of this Attachment.