



**Australian Government**

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**Australian Institute of  
Health and Welfare**

**Australian Institute  
of  
Health and Welfare**

**Enterprise Agreement  
2024-2027**

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# Section 1 - Technical matters

## Title

- 1 This agreement will be known as the Australian Institute of Health and Welfare Enterprise Agreement 2024-2027.

## Parties to the agreement

- 2 This agreement covers:
  - 2.1 the Chief Executive Officer (CEO) of the Australian Institute of Health and Welfare (AIHW), for and on behalf of the Commonwealth of Australia as the employer
  - 2.2 all employees in the AIHW employed under the PS Act other than Senior Executive Service employees or equivalent and
  - 2.3 subject to notice being given in accordance with section 183 of the FW Act, the following employee organisation which was a bargaining representative for this agreement:
    - 2.3.1 the Community and Public Sector Union (CPSU).

## Operation of the agreement

- 3 This agreement will commence operation seven days after approval by the Fair Work Commission.
- 4 This agreement will nominally expire on 28 February 2027.

## Delegations

- 5 The CEO may delegate to or authorise any person to perform any or all of the CEO's powers or functions under this agreement, including the power of delegation, and may do so subject to conditions.

## National Employment Standards (NES) precedence

- 6 The terms of this agreement are intended to apply in a manner that does not derogate from the NES. The NES will continue to apply to the extent that any term of this agreement is detrimental to an employee of the AIHW in any respect when compared with the NES.

## Closed comprehensive agreement

- 7 This agreement states the terms and conditions of employment of employees covered by this agreement, other than terms and conditions applying under relevant Commonwealth laws.

- 8 This agreement will be supported by policies and guidelines, as implemented and varied from time to time.
- 9 Policies and guidelines are not incorporated into and do not form part of this agreement. To the extent that there is any inconsistency between policies and guidelines and the terms of this agreement, the terms of this agreement will prevail.

## **Individual flexibility arrangements**

- 10 The AIHW and an employee covered by this agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
  - 10.1 the agreement deals with one or more of the following matters:
    - 10.1.1 arrangements about when work is performed
    - 10.1.2 overtime rates
    - 10.1.3 penalty rates
    - 10.1.4 allowances
    - 10.1.5 remuneration
    - 10.1.6 leave and leave loading and
  - 10.2 the arrangement meets the genuine needs of the AIHW and employee in relation to one or more of the matters mentioned in clause 11.1 and
  - 10.3 the arrangement is genuinely agreed to by the AIHW and employee.
- 11 The agency must ensure that the terms of the individual flexibility arrangement:
  - 11.1 are about permitted matters under section 172 of the FW Act
  - 11.2 are not unlawful terms under section 194 of the FW Act and
  - 11.3 result in the employee being better off overall than the employee would be if no arrangement was made.
- 12 The AIHW must ensure that the individual flexibility arrangement:
  - 12.1 is in writing
  - 12.2 includes the name of the AIHW and employee
  - 12.3 is signed by the AIHW and employee and, if the employee is under 18 years of age, signed by a parent or guardian of the employee and
  - 12.4 includes details of:
    - 12.4.1 the terms of the enterprise agreement that will be varied by the arrangement
    - 12.4.2 how the arrangement will vary the effect of the terms

- 12.4.3 how the employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement and
  - 12.4.4 states the day on which the arrangement commences.
- 13 The AIHW must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 14 The AIHW or employee may terminate the individual flexibility arrangement:
  - 14.1 by giving no more than 28 days written notice to the other party to the arrangement or
  - 14.2 if the AIHW and employee agree in writing – at any time.
- 15 The AIHW and employee are to review the individual flexibility arrangement at least every 12 months.

## Definitions

- 16 The following definitions apply to this agreement:

**APS agency** means an agency whose employees are employed under the PS Act, including an agency as defined in section 7 of the PS Act whose employees are employed under that Act.

**APS consultative committee** means the committee established by the APS Commissioner to consider matters pertaining to the (APS) employment relationship and of interest to the APS as a whole.

**Agreement** means the Australian Institute of Health and Welfare Enterprise Agreement 2024-2027.

**APS** means the Australian Public Service.

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

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

**Broadband** refers to the allocation of more than one approved classification by the CEO to a group of duties involving work value applying to more than one classification under sub-rule 9(4) of the *Public Service Classification Rules 2000*. A broadband encompasses the full range of work value of the classifications contained within it.

**Casual employee (irregular or intermittent employee)** means an employee engaged under section 22(2)(c) of the PS Act who:

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

**Classification or classification level** means the approved classifications as set out in rule 5 of the *Public Service Classification Rules 2000*.

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

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

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

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

**Employee** means an employee of the Commonwealth engaged under section 22(2) of the PS Act who is covered by this agreement (whether full time, part time or casual, ongoing, or non-ongoing).

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

**Family** means:

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

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

**Full-time employee** means an employee employed to work an average of 37 hours and 5 minutes per week in accordance with this agreement.

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

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

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

**Non-ongoing employee** means an employee engaged under section 22(2)(b) of the PS Act for a specified term or for the duration of a specified task, and consistent with the FW Act.

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

**Ongoing employee** means an employee engaged under section 22(2)(a) of the PS Act.

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

**Parliamentary service** means employment under the *Parliamentary Service Act 1999*.

**Partner** means a spouse or de facto partner, a former spouse, or a former de facto partner.

**Part-time employee** means an employee whose ordinary hours are less than an average of 37 hours and 5 minutes per week in accordance with this agreement.

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

**PS Act** means the *Public Service Act 1999* as amended from time to time.

**Relevant employee** means an affected employee.

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

## Section 2: Remuneration

### Salary

- 17 The salary rates for all classification levels will be as set out in **Attachment A – Base salaries** of this agreement.
- 18 The base salary rates in **Attachment A – Base salaries** include the following increases:
- 18.1 4.0 per cent from the first full pay period on or after 1 March 2024 (14 March 2024)
- 18.2 3.8 per cent from the first full pay period on or after 1 March 2025 (13 March 2025) and
- 18.3 3.4 per cent from the first full pay period on or after 1 March 2026 (12 March 2026).
- 19 In recognition of a common alignment date of the first full pay period on or after 1 March each year, the base salary rates in **Attachment A – Base salaries** were calculated based on base salary rates as at 31 August 2023.
- 20 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.

### Payment of salary

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

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

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

- 22 The CEO may approve the prepayment of salary to an employee where special circumstances exist.

### Salary setting

- 23 Where an employee is engaged, moves to, or is promoted in the agency, the employee's salary will be paid at the minimum of the salary range of the relevant classification, unless the CEO determines a higher salary within the relevant salary range under these provisions.

- 24 The CEO may determine the payment of salary at a higher value within the relevant salary range of the relevant classification and the date of effect at any time.
- 25 In determining a salary under these provisions, the CEO will have regard to a range of factors (as relevant) including the employee's experience, qualifications, and skills.
- 26 Where an employee commences ongoing employment in the agency immediately following a period of non-ongoing employment in the agency for a specified term or task, the CEO will determine the payment of the employee's salary within the relevant salary range of the relevant classification which recognises the employee's prior service as a non-ongoing employee in the agency.
- 27 Where an employee commences ongoing employment in the agency immediately following a period of casual employment in the agency, the CEO will determine the employee's salary within the relevant salary range of the relevant classification which recognises the employee's prior service as a casual employee in the agency.
- 28 Where an APS employee moves to the agency at level from another APS agency, and their salary is above the maximum of the salary range for their classification, the CEO will maintain the employee's salary at that level, until it is absorbed into the salary range for that classification.
- 29 Where the CEO determines that an employee's salary has been incorrectly set, the CEO may determine the correct salary and the date of effect.

*Reassignment at a lower level and salary on reduction*

- 30 Where an employee requests to temporarily work at a lower level, and the request is approved, the CEO 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.
- 31 Where an employee requests an ongoing reduction in classification, and the request is approved, the CEO may determine that the employee shall be paid at a rate of salary applicable to the lower level on an ongoing basis.

## **Incremental advancement**

- 32 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 AIHW. Subsequent advancement dates within that classification will be 12 months after the date on which the employee last received advancement.
- 33 Non-ongoing employees and employees who have been on long-term leave must also have performed an aggregate of at least six months' eligible service in the 12 months ending on the relevant advancement date in the AIHW 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 CEO may waive this six-month qualifying period in exceptional circumstances.

- 34 Advancement within each classification level will be on the basis of performance review outcomes. Employees who have performed satisfactorily will be advanced to the next pay-point within their classification level.
- 35 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.
- 36 Employees who are acting at a higher classification, and satisfy other eligibility criteria, will be eligible for salary progression at both their substantive and acting classifications.
- 37 Eligible service for salary progression will include:
  - a. periods of paid and unpaid parental leave (up to a maximum of one increment)
  - b. periods of unpaid leave that count as service and
  - c. service while employed on a non-ongoing basis.
- 38 Further information is in the Managing for Performance Policy

## **Superannuation**

- 39 The AIHW will make compulsory employer contributions as required by the applicable legislation and fund requirements.
- 40 Employer superannuation contributions will be paid on behalf of employees during periods of paid leave that count as service.
- 41 The AIHW will make employer superannuation contributions to any eligible superannuation fund, provided that it accepts payment by fortnightly electronic funds transfer (EFT) using a file generated by the AIHW's payroll system.

### *Method for calculating superannuation salary*

- 42 The AIHW will provide an employer contribution of 15.4% of the employee's Ordinary Time Earnings (OTE) for employees in the Public Sector Superannuation Accumulation Plan (PSSap) and employees in other accumulation funds.
- 43 Employer contributions will be made for all employees covered by this agreement.
- 44 Employer contributions will not be reduced by any other contributions made through salary sacrifice arrangements.

## **Salary packaging**

- 45 Employees may choose to sacrifice a proportion of the salary component of their remuneration package consistent with the AIHW's salary packaging guidelines.
- 46 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.
- 47 When an employee enters into a salary sacrifice arrangement, salary for all purposes will be the pre-sacrifice salary rate.

## Overpayments

- 48 An overpayment occurs if the CEO (or the AIHW) provides an employee with an amount of money to which the employee was not entitled (including but not limited to salary, entitlements, allowances, travel payment and/or other amount payable under this agreement).
- 49 Where the CEO considers that an overpayment has occurred, the CEO will provide the employee with notice in writing. The notice will provide details of the overpayment.
- 50 If an employee disagrees that there has been an overpayment, including the amount of the overpayment, they will advise the CEO in writing within 28 calendar days of receiving the notice. In this event, no further action will be taken until the employee's response has been reviewed.
- 51 If, after considering the employee's response (if any), the CEO confirms that an overpayment has occurred, the overpayment will be treated as a debt to the Commonwealth that must be repaid to the agency in full by the employee.
- 52 The CEO and the employee will discuss a suitable recovery arrangement. A recovery arrangement will take into account the nature and amount of the debt, the employee's circumstances, and any potential hardship to the employee. The arrangement will be documented in writing.
- 53 The AIHW and employee may agree to make a deduction from final monies where there is an outstanding payment upon cessation of employment.
- 54 Interest will not be charged on overpayments.
- 55 Nothing in clauses 48 to 54 prevents:
  - 55.1 the AIHW from pursuing recovery of the debt in accordance with an Accountable Authority Instruction issued under the *Public Governance, Performance and Accountability Act 2013*
  - 55.2 the AIHW from pursuing recovery of the debt through other available legal avenues or
  - 55.3 the employee or the AIHW from seeking approval to waive the debt under the *Public Governance, Performance and Accountability Act 2013*.

## Supported wage system

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

## Section 3: Allowances and reimbursements

### Higher duties allowance

- 58 Where a role needs to be filled for 5 or more working days, higher duties allowance will be paid to any employee temporarily occupying the role acting at a classification level higher than their substantive classification level.
- 59 Higher duties allowance will be equal to the difference between the employees' current salary and the salary that would be payable if they were promoted to the higher classification level, or a higher amount determined by the CEO.
- 60 Where an employee is found to be eligible for salary progression at their acting classification level, they will receive an appropriate increase in the rate of higher duties allowance. The employee's salary level will be retained for all future periods of acting regardless of elapsed time.
- 61 Where an employee is assigned only part of the higher duties, the CEO will determine the amount of allowance payable.
- 62 Higher duties allowance will be payable while an employee is acting at a higher classification level as part of a job-sharing arrangement where the duration of the arrangement is at least 5 working days.
- 63 The CEO may shorten the qualifying period for higher duties allowance on a case-by-case basis.
- 64 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.
- 65 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 CEO, 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.

### Allowances

#### *Motor vehicle allowance*

- 66 The CEO 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 CEO considers that this will be cost-effective for the AIHW. This allowance will be paid in accordance with the rates set by the *Tax Assessment Regulations 1997*. The total motor vehicle allowance paid to the employee will not exceed the cost of the most efficient means of travel.

### *Loss, damage, and indemnity*

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

### *Working with screen-based equipment*

- 68 The AIHW 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.
- 69 Where eyewear is prescribed specifically for use with screen-based equipment, the AIHW will contribute towards the expense (where not otherwise reimbursed under Medicare or private health insurance arrangements) by means of reimbursement, up to:
- (i) \$138.00 for single vision lenses
  - (ii) \$238.00 for multifocal lenses.

Further information is in the Guidelines for Eyesight Testing and Eyewear Reimbursement.

### *Memberships of professional associations*

- 70 The AIHW will reimburse or pay for the cost of annual membership fees of professional associations up to \$1063 a year where membership of the association is an essential requirement for the position. The AIHW 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 AIHW.

### *Healthy lifestyle payment*

- 71 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.
- 72 Qualifying employees are all full-time and part-time ongoing, non-ongoing, and irregular or intermittent employees who have been an employee of the AIHW for at least three months in the relevant year and are still an employee of the AIHW on the day they submit their claim.
- 73 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.

## **Workplace responsibility allowances**

- 74 A workplace responsibility allowance will be paid where the AIHW has appointed or elected an employee to one of the following roles:
- a. First Aid Officer, where the CEO is satisfied that the employee possesses a First Aid Certificate and continuing ability commensurate with that qualification.

- b. Health and Safety Representative, where the CEO is satisfied that the employee has undertaken the training needed to discharge those duties.
- c. Emergency Warden, where the CEO is satisfied that the employee has undertaken the training needed to discharge those duties.
- d. Harassment Contact Officer/Workplace Support Officer, where the CEO is satisfied that the employee has undertaken the training needed to discharge those duties.
- e. Mental Health First Aid Officer, where the CEO is satisfied that the employee has undertaken the training needed to discharge those duties.
- f. Emergency Out-of-Hours Contact Officer, where the officer is an APS Level 1 to 6 employee who has been duly appointed as an Out-of-Hours Contact Officer. The employee needs to be contactable by phone but is not restricted to being able to attend the AIHW at any time. In exceptional circumstances the CEO may approve an allowance for Executive Level staff undertaking the duties of an Out-of-Hours Contact Officer.

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

76 The following fortnightly allowances will be paid:

*Table 1: Workplace responsibility allowance rates*

	<b>Rate from commencement of the agreement</b>	<b>Rate from 13 March 2025</b>	<b>Rate from 12 March 2026</b>
Emergency out-of-hours contact officer	\$31.00	\$31.67	\$32.75
Other roles listed in clause 74	\$30.51	\$31.67	\$32.75

77 As a salary-related allowance, this value will continue to be increased in line with headline wage increases. These increases are incorporated in the rates in the table above.

78 The full allowance is payable regardless of flexible work and part-time arrangements.

79 When an emergency out-of-hours contact officer who is at or below APS Level 6 is required to attend the AIHW 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 AIHW 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.

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

81 Casual employees who are eligible to receive a workplace responsibility allowance will be paid the full amount (noting the minimum rate), as varied from time to time, provided they engage

in work during any given pay cycle, irrespective of the frequency and duration of the work undertaken.

## Community language allowance

82 A community language allowance will be paid where the CEO determines that an employee is regularly required to use their ability to communicate in Braille or a language other than English (including First Nations languages and AUSLAN) in the course of their work, and the employee meets the required level of competency set by the CEO.

83 The allowance is paid in accordance with the employee's level of competency:

*Table 2: Community language allowance rates*

Rate	Standard	Rate from commencement of the agreement	Rate from 13 March 2025	Rate from 12 March 2026
1	An employee who has adequate language skills, as determined by an individual or body approved by the CEO for simple communication.	\$1,435 per annum	\$1,490 per annum	\$1,541 per annum
2	An employee who is certified by the National Accreditation Authority for Translators and Interpreters (NAATI) as a Translator or Interpreter at any level, or is assessed to be at the equivalent level by an individual or body approved by the CEO.	\$2,870 per annum	\$2,979 per annum	\$3,080 per annum

84 The allowance is calculated annually and paid fortnightly.

85 The full allowance is payable regardless of flexible work and part-time arrangements.

86 The allowance is payable during periods of paid leave.

87 The allowance counts as salary for superannuation purposes and for calculating retirement and redundancy entitlements.

## Section 4: Classifications and broadbands

### Work Level Standards

- 88 The APS Work Level Standards continue to operate and describe the work at each of the classification levels in this agreement, consistent with the *Public Service Classification Rules 2000*, made in accordance with section 23 of the PS Act.

## Section 5: Working hours and arrangements

### Job security

#### *Commitment to ongoing employment and rebuilding APS capacity*

- 89 The APS is a career-based public service. In its engagement decisions, the AIHW recognises that the usual basis for engagement is as an ongoing APS employee.

#### *Reporting*

- 90 Where a consultative committee is in place, the AIHW will report to the AIHW consultative committee on an annual basis, or more frequently if agreed, on the number, duration, classification, and location of ongoing, non-ongoing, and casual employees engaged by the AIHW.

#### *Pathways to permanency*

- 91 The AIHW and the APS will comply with the casual conversion provision of the FW Act. In addition, the AIHW recognises that a proactive approach, including regularly reviewing casual and non-ongoing arrangements, is both a fair and efficient approach to supporting ongoing employment as the usual form of employment.

### Casual (irregular or intermittent) employment

- 92 A casual (irregular or intermittent) employee is defined in the definitions section.
- 93 A decision to expand the use of casual employees is subject to Section 10 of this agreement.
- 94 The AIHW will regularly review the working arrangements of casual employees to assess if they are genuinely performing irregular or intermittent duties, and report de-identified outcomes to the consultative committee, where one is in place.
- 95 Remuneration for casual employees is on an hourly basis. A casual employee will receive a 25 per cent loading on the base hourly rate of their classification as set out in this agreement.
- 96 The casual loading is paid in lieu of payment for public holidays not worked, notice of termination of employment, redundancy benefits and all paid leave entitlements, other than leave required by legislation including long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976* and leave for family and domestic violence support.
- 97 A casual employee will be engaged for a minimum of 3 hours per engagement or shall be paid for a minimum of 3 hours at the appropriate casual rate.
- 98 A casual employee who is eligible for a Workplace Responsibility Allowance will be paid the full amount.

## Non-ongoing employment

- 99 A non-ongoing employee is defined in the definitions section.
- 100 Non-ongoing employees will generally have the same terms and conditions of employment as ongoing employees under this agreement's terms, except:
- 100.1 personal/carer's leave accrual at clause 199 and
  - 100.2 redundancy provisions at clauses 425 to 455, subject to clause 101.
- 101 If the non-ongoing employee's contract is not permitted by section 333E of the FW Act, then the redundancy provisions at clauses 425 to 455 will apply.
- 102 If the redundancy provisions apply to an employee under clause 101, the agency must adhere to the consultation requirements at clauses 372 to 388.

## Working hours

- 103 The **ordinary hours of work** for full-time employees are 74 hours 10 minutes per fortnight.
- 104 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.
- 105 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.
- 106 The **span of hours** in which a staff member may work ordinary hours is 8.00am to 6.00pm Monday to Friday.
- 107 **Core hours** for the AIHW are from 10.00am to 12.00pm and from 2.00pm to 4.00pm.
- 108 Managers will develop an agreed working pattern with each employee whom they supervise. Where no agreement is reached, an employee will work standard hours.
- 109 An employee will not work more than five hours without a meal break of at least 30 minutes.
- 110 An employee will not normally work more than 10 hours on any one day.
- 111 Employees are expected to be available for reasonable direction to work outside agreed patterns of work on an occasional basis.
- 112 An employee may work outside an agreed pattern of work on an occasional basis. Where this involves working outside the AIHW's span of hours or more than 10 hours on any one day, it requires prior approval from their manager. Any hours worked on this basis will be considered ordinary hours and not attract overtime rates.
- 113 The CEO may determine that an employee's attendance pattern will be standard hours for a specified period where:
- 113.1 essential operational requirements and the availability of work require that hours worked are temporarily varied, including reversion to standard hours or
  - 113.2 an employee's attendance is unsatisfactory, or the employee is misusing flextime.

## **Flex for APS 1-6 classifications**

- 114 The flextime system is provided for all APS Level 1–6 employees. Part-time employees may access flextime arrangements, subject to agreement with their manager.
- 115 APS 1-6 employees will record their actual work times and any breaks each day.
- 116 The following flextime arrangements will apply:
- 116.1 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.
  - 116.2 An employee may carry over a maximum of 10 hours flex debit accumulated in any one settlement period into the next settlement period.
  - 116.3 An employee may take up to five days of flex leave in one settlement period.
- 117 The use of flex leave during core hours must have the prior approval of the manager.
- 118 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.

### *Travelling time and working extended hours*

- 119 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.
- 120 Further information is available in the AIHW’s guidelines on ‘Working Hours, Recording Attendance, and Flextime’.

### *Employees acting in Executive Level positions*

- 121 APS employees acting at the EL1 or EL2 level will not access formal flextime arrangements and will be subject to EL TOIL arrangements.

## **Executive Level Time Off in Lieu (EL TOIL)**

- 122 Executive Level (EL) employees are sometimes required to work reasonable additional hours. Consistent with the NES, employees may refuse to work unreasonable additional hours.
- 123 EL employees seeking to access time off in lieu (TOIL) are required to keep records of their working hours using a method determined by the AIHW.
- 124 A manager is to grant TOIL in recognition of reasonable additional hours worked. TOIL granted to employees can be taken as whole or part days.
- 125 The working arrangements for an EL employee should be agreed through discussion between the manager and the EL employee. The discussion should include consideration of the work requirements that will safely get the job done and reasonably allow the employee to balance their work and personal life.

- 126 An EL employee's working arrangements and actual hours worked should be discussed on at least a quarterly basis between the EL employee and their manager.
- 127 The pattern of hours is to be flexible enough to accommodate short-term peaks and troughs in workload and include expected reasonable additional hours. The agreed pattern of hours is to be recorded.
- 128 Requests from EL employees to access flexible time off which are consistent with their agreed working arrangements are to be supported, subject to operational requirements.

## Overtime

- 129 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 106
  - (iii) is performed on weekends or public holidays.
- 130 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 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.
- 131 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.
- 132 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.
- 133 Where overtime is worked, recompense (whether payment or time off in lieu) is calculated at the following rates (see Attachment A.2 – 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 104. 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.
- 134 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.

- 135 Where APS Level 1-6 employees other than employees receiving an emergency out-of-hours contact officer allowance (see clause 74(f)) are called into work to meet an emergency outside the span of hours specified in clause 106 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.
- 136 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.
- 137 Where employees are required to work beyond the normal span of hours as set out in clause 106, the AIHW will meet all fair and necessary additional costs associated with safe travel arrangements between work and their usual place of residence.
- 138 Where an employee is required to work overtime for a continuous period to the completion of or beyond a meal period, they 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.
- 139 Where an employee works overtime, they 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.

## **Flexible working arrangements**

- 140 The AIHW, employees, and their union recognise:
- 140.1 the importance of an appropriate balance between employees' personal and working lives, and the role flexible working arrangements can play in helping to achieve this balance
  - 140.2 access to flexible work can support strategies to improve diversity in employment and leadership in the APS
  - 140.3 access to flexible work supports APS capability, and can assist in attracting and retaining the employees needed to deliver for the Australian community, including employees located at a wider range of locations
  - 140.4 that flexibility applies to all roles in the AIHW, and different types of flexible working arrangements may be suitable for different types of roles or circumstances and
  - 140.5 requests for flexible working arrangements are to be considered on a case-by-case basis, with a bias towards approving requests.
- 141 The AIHW is committed to engaging with employees and their union to build a culture that supports flexible working arrangements across the AIHW at all levels. This may include developing and implementing strategies through an AIHW consultative committee.

142 Flexible working arrangements include, but are not limited to, changes in hours of work, changes in patterns of work, and changes in location of work.

*Requesting formal flexible working arrangements*

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

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

145 The request must:

145.1 be in writing

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

145.3 set out the reasons for the change, noting the reasons for the change may relate to the circumstances set out at section 65(1A) of the FW Act.

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

147 The response must:

147.1 state that the CEO approves the request and provide the relevant detail in clause 148 or

147.2 if, following discussion between the AIHW and the employee, the AIHW and the employee agree to a change to the employee's working arrangements that differs from that set out in the request – set out the agreed change or

147.3 state that the CEO refuses the request and include the following matters:

147.3.1 details of the reasons for the refusal and

147.3.2 set out the agency's particular business grounds for refusing the request, explain how those grounds apply to the request and

147.3.3 either:

147.3.3.1 set out the changes (other than the requested change) in the employee's working arrangements that would accommodate, to any extent, the employee's circumstances outlined in the request and that the agency would be willing to make or

147.3.3.2 state that there are no such changes and

147.3.4 state that a decision to refuse the request, or failure to provide a written response within 21 days is subject to the dispute resolution procedures of the enterprise agreement, and if the employee is an eligible employee under the FW Act, the dispute resolution procedures outlined in section 65B and 65C of the FW Act.

148 Where the CEO approves the request, this will form an arrangement between the agency and the employee. Each arrangement must be in writing and set out:

148.1 any security and work health and safety requirements

- 148.2 a review date (subject to clause 152) and
- 148.3 the cost of establishment (if any).
- 149 The CEO may refuse to approve the request only if:
- 149.1 the AIHW has discussed the request with the employee and
- 149.2 the AIHW has genuinely tried to reach an agreement with the employee about making changes to the employee's working arrangements to accommodate the employee's circumstances (subject to any reasonable business grounds for refusal) and
- 149.3 the AIHW and the employee have not reached such an agreement and
- 149.4 the AIHW has had regard to the consequences of the refusal for the employee and
- 149.5 the refusal is on reasonable business grounds.
- 150 Reasonable business grounds include, but are not limited to:
- 150.1 the new working arrangements requested would be too costly for the AIHW
- 150.2 there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested
- 150.3 it would be impractical to change the working arrangements of other employees, or to recruit new employees, to accommodate the new working arrangements requested
- 150.4 the new working arrangements requested would be likely to result in a significant loss in efficiency or productivity
- 150.5 the new working arrangements requested would be likely to have a significant negative impact on customer service; and
- 150.6 it would not be possible to accommodate the working arrangements without significant changes to security requirements, or where work health and safety risks cannot be mitigated.
- 151 For First Nations employees, the AIHW must consider connection to country and cultural obligations in responding to requests for altering the location of work.
- 152 Approved flexible working arrangements will be reviewed by the AIHW and the employee after 12 months, or a shorter period, if agreed by the employee. This is to ensure the effectiveness of the arrangement.
- Varying, pausing, or terminating flexible working arrangements*
- 153 An employee may request to vary an approved flexible working arrangement in accordance with clause 145. An employee may request to pause or terminate an approved flexible working arrangement.
- 154 The CEO may vary, pause, or terminate an approved flexible working arrangement on reasonable business grounds, subject to clause 155.

- 155 The AIHW must provide reasonable notice if varying, pausing, or terminating a flexible working arrangement without the agreement of the employee, having regard to the circumstances of the employee. Exceptions to this requirement are urgent and critical operational circumstances or an employee's demonstrated and repeated failure to comply with the agreed arrangements.
- 156 Prior to the CEO varying, pausing, or terminating the arrangement under clause 154, the AIHW must have:
- 156.1 discussed with the employee their intention to vary, pause or terminate the arrangement with the employee
  - 156.2 genuinely tried to reach an agreement with the employee about making changes to the employee's working arrangements to accommodate the employee's circumstances (subject to any reasonable business grounds for alteration)
  - 156.3 had regard to the consequences of the variation, pause, or termination for the employee
  - 156.4 ensured the variation, pause, or termination is on reasonable business grounds and
  - 156.5 informed the employee in writing of the variation, pause, or termination to the approved flexible working arrangement, including details set out in clause 147.3.

#### *Working from home*

- 157 The AIHW will not impose caps on groups of employees on the time that may be approved to work from home or remotely, with each request to be considered on its merits.
- 158 The AIHW may provide equipment necessary for, or reimbursement for, all or part of the costs associated with establishing a working from home arrangement.
- 159 An employee working from home is covered by the same employment conditions as an employee working at an office site under this agreement.
- 160 The agency will provide employees with guidance on working from home safely.
- 161 Employees will not be required by the AIHW to work from home unless it is lawful and reasonable to do so. This may include where circumstances prevent attendance at an office during a pandemic or natural disaster. In these situations, the AIHW will consider the circumstances of the employees and options to achieve work outcomes safely.

#### *Ad-hoc arrangements*

- 162 Employees may request ad-hoc flexible working arrangements. Ad-hoc arrangements are generally one-off or short-term arrangements for circumstances that are not ongoing.
- 163 Employees should, where practicable, make the request in writing and provide as much notice as possible.
- 164 Requests for ad-hoc arrangements are not subject to the request and approval processes detailed in clauses 143 to 152.

- 165 The AIHW should consider ad-hoc requests on a case-by-case basis, with a bias to approving ad-hoc requests, having regard to the employee's circumstances and reasonable business grounds.
- 166 Where a regular pattern of requests for ad-hoc arrangements from an employee emerges, the AIHW should consider whether it is appropriate to seek to formalise the arrangement with the employee.

#### *Altering span of hours*

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

### **Usual location of work**

- 168 The employee's standard place of work will be the designated office location identified in the employee's letter of offer or other engagement documentation. If no designated office location was specified on engagement, the CEO may specify a designated office location by advising the employee in writing.
- 169 The AIHW and employee may agree to vary the employee's designated office location on a temporary or permanent basis.

### **Part-time work**

- 170 Employees engaged on a full-time basis will not be compelled to convert to part-time employment.
- 171 Employees engaged on a part-time basis will not be compelled to convert to full-time employment.

### **End of year closure**

- 172 The AIHW will be closed on ordinary business days between Christmas Day and New Year's Day.
- 173 Employees are entitled to be absent with pay for the working days during End of year 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.

## Public holidays

- 174 Employees are entitled to the following holidays each year as observed at their normal work location in accordance with the FW Act:
- 174.1 1 January (New Year's Day)
  - 174.2 26 January (Australia Day)
  - 174.3 Good Friday and the following Monday
  - 174.4 25 April (Anzac Day)
  - 174.5 the King's birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory)
  - 174.6 25 December (Christmas Day)
  - 174.7 26 December (Boxing Day) and
  - 174.8 any other day, or part day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a public holiday, other than a day or part day, or a kind of day or part day, that is excluded by the *Fair Work Regulations 2009* from counting as a public holiday.
- 175 If a public holiday falls on a Saturday or Sunday, and if under a State or Territory law, a day or part day is substituted for one of the public holidays listed above, then the substituted day or part day is the public holiday.
- 176 The CEO and an employee may agree on the substitution of a day or part day that would otherwise be a public holiday, having regard to operational requirements.
- 177 The CEO and an employee may agree to substitute a cultural or religious day of significance to the employee for any day that is a prescribed holiday. If the employee cannot work on the prescribed holiday, the employee will be required to work make-up time at times to be agreed. This substitution does not impact or reduce an employee's entitlement to First Nations ceremonial leave, NAIDOC leave, or cultural leave.
- 178 Where an employee substitutes a public holiday for another day, they will not be paid penalty rates for working their normal hours on the public holiday.
- 179 Where a public holiday falls during a period when an employee is absent on leave (other than annual leave, paid personal/carer's leave, or defence service sick leave) there is no entitlement to receive payment as a public holiday. Payment for that day will be in accordance with the entitlement for that form of leave (e.g., if on long service leave on half pay, payment is at half pay.)
- 180 If under a law of a State or Territory every Sunday is declared or prescribed by or under that law to be a public holiday, there is no entitlement to receive payment as a public holiday if the employee would have worked, or does perform work, on that day. In these circumstances, payment will only be made at the public holiday rate if the employee performs work on that day, and the Sunday would otherwise be a public holiday under clauses 174.1 to 174.8.

- 181 An employee who is absent on a day or part day that is a public holiday in their usual work location is entitled to be paid for the part or full day absence as if that day or part day was not a public holiday, except where that person would not normally have worked on that day.
- 182 Where a full-time employee, including but not limited to employees on compressed hours, has a regular planned day off which would fall on a public holiday, the CEO may allow the employee to change their planned day off so that it does not fall on a public holiday. If it is not possible to change their planned day off, the employee will be credited an equivalent amount of time to their regular hours for the day in flex credits or EL TOIL in recognition of their planned day off.

## Section 6: Leave

### Annual leave

- 183 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.
- 184 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.
- 185 An employee's entitlement is expressed in hours and minutes. Leave taken will be deducted in hours and minutes.
- 186 The taking of annual leave is subject to approval of the CEO. Annual leave may be approved for part-days, a whole day, or multiple days. Annual leave counts as service for all purposes.
- 187 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.
- 188 Where an employee's leave is cancelled without reasonable notice or an employee is recalled to work from leave, the AIHW will pay for reasonable expenses, as determined by the CEO, not otherwise recoverable under any insurance or from any other source.
- 189 Employees will receive payment in lieu of any untaken annual leave upon separation from the APS.

#### *Excess annual leave*

- 190 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*

- 191 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.
- 192 The CEO will not approve requests to cash out leave in accordance with these clauses unless the employee has taken at least two working weeks annual leave or long service leave in the previous 12 months preceding the request to cash out leave.
- 193 Employees are limited to only one application each calendar year, and each application is a separate written agreement between the employee and the CEO.

### Purchased leave

- 194 The CEO may approve the purchase by an employee of additional leave of one, two, three, or four weeks per year. Further information is in the AIHW's Leave Policy and Guidelines.

- 195 Employees will have an amount deducted from their annual salary relative to the amount of leave purchased. The amount deducted will be reflected in the fortnightly salary.
- 196 An employee who is participating in the purchased leave scheme may not take annual leave on half pay in that same purchased leave cycle.

## **Personal/carer's leave**

### *Transitional arrangements*

- 197 Ongoing employees who, immediately prior to the commencement of this Agreement, were covered by the AIHW Enterprise Agreement 2016, will continue to accrue 18 days personal/carer's leave, or the part-time equivalent, on completion of each 12-month period of service. Employees covered by this clause will transition to the personal/carer's leave accrual and crediting provisions specified in clause 199 by 1 January 2026.
- 198 Where an ongoing employee who, immediately prior the commencement of this Agreement, was covered by the AIHW Enterprise Agreement 2016:
- a) has, or cares for someone with, a chronic condition or other ongoing illness
  - b) is recovering from surgery
  - c) is pregnant or
  - d) is returning from parental leave or has a child commencing day care

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

### *Accrual and credits – ongoing employees*

- 199 Subject to clauses 197, 198, and 200, on commencement with the APS, an ongoing employee will be credited with personal/carer's leave of 18 days or the part-time equivalent. After 12 months, personal/carer's leave will accrue daily and be credited at least monthly at the rate of 18 days, or the part-time equivalent, per year.
- 200 On engagement as an ongoing employee, former non-ongoing employees with an existing entitlement to personal/carer's leave will accrue personal/carer's leave daily and be credited at least monthly.
- 201 Leave for part-time employees will be credited based on their agreed ordinary weekly hours as at the date of personal/carer's leave accrual. Approved personal leave will be deducted from credits in hours and minutes.

### *Accrual and credits – non-ongoing employees*

- 202 On commencement with the AIHW, non-ongoing employees with an initial contract of 12 months or more will be credited with 18 days personal/carer's leave or the part-time equivalent. If the initial contract is less than 12 months, the credit on commencement will be pro-rated based on the employee's initial contract period divided by 12 months. After the initial contract period or 12 months, whichever is shorter, or where the employee has an

existing entitlement to personal/carer's leave, leave will accrue daily, credited at least monthly.

#### *Casual employees*

203 A casual employee is not entitled to paid personal/carer's leave. A casual employee may be absent without pay when not fit for work due to personal illness or injury. A casual employee may access 2 days unpaid carer's leave per occasion, consistent with the NES, subject to notifying the employee's manager and providing satisfactory evidence.

#### *Effect of leave without pay on accrual*

204 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.

#### *Invalidity retirement*

205 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.

#### *Usage*

206 Personal/carer's leave is to be used:

206.1 due to personal illness or injury

206.2 to attend appointments with a registered health practitioner

206.3 to manage a chronic condition and/or

206.4 to provide care or support for a family member (including a household member) or a person they have caring responsibilities for, because of:

(i) a personal illness or injury affecting the other person or

(ii) an unexpected emergency affecting the other person.

207 A person that an employee has caring responsibilities for may include a person who needs care because they:

a. have a medical condition, including when they are in hospital

b. have a mental illness

c. have a disability

d. are frail or aged and/or

e. are a child, not limited to a child of the employee.

208 Personal/carer's leave may be approved for part days, a whole day, or multiple days.

209 An employee must advise their manager personally if possible (or ensure that the manager is advised) of an absence or an intention to be absent from work. The advice needs to be as soon as possible, preferably within an hour of an employee's usual commencement time.

- 210 The CEO 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.
- 211 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 CEO, personal/carer's leave from their next credit, which will be reduced accordingly
  - (ii) access, with agreement from the CEO, other leave credits.

#### *Evidence*

- 212 A manager may request acceptable evidence to support an application for more than three consecutive days of personal/carer's leave.
- 213 A manager may request acceptable 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.
- 214 Acceptable evidence includes:
- a. a certificate from a registered health practitioner
  - b. a statutory declaration and
  - c. another form of evidence approved by the CEO.
- 215 A certificate from a registered health practitioner may be used as evidence of a chronic condition for up to 12 months for both personal and carer's leave.
- 216 Personal/carer's leave credits are not paid out on separation.
- 217 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*

- 218 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.

#### *Employees receiving Workers' Compensation*

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

### **Portability of leave**

- 220 Where an employee moves into the AIHW from another APS agency where they were an ongoing employee, the employee's unused accrued annual leave and personal/carer's leave will be transferred, provided there is no break in continuity of service.

- 221 Where an employee is engaged in the AIHW immediately following a period of ongoing employment in the Parliamentary Service or the ACT Government Service, the employee's unused accrued annual leave and personal/carer's leave will be recognised unless the employee received payment in lieu of those entitlements on cessation of employment.
- 222 Where an employee is engaged as an ongoing employee in the AIHW, and immediately prior to the engagement the person was employed as a non-ongoing APS employee (whether in the agency or another), at the employee's request, any unused accrued annual leave (excluding accrued leave paid out on separation) and personal/carer's leave will be recognised.
- 223 Where an employee is engaged as a non-ongoing APS employee, and immediately prior to the engagement the person was employed as a non-ongoing APS employee (whether in the agency or another) at the employee's request, any unused accrued annual leave (excluding accrued leave paid out on termination of employment) and personal/carer's leave will be recognised.
- 224 Where a person is engaged as an ongoing employee in the AIHW, and immediately prior to the engagement the person was employed by a Commonwealth employer (other than in the Parliamentary Services which are covered in clause 221), the CEO will offer to recognise any unused accrued personal/carer's leave at the employee's request.
- 225 Where an employee is engaged as an ongoing employee in the AIHW, and immediately prior to the engagement the person was employed by a State or Territory Government, the CEO may recognise any unused accrued personal/carer's leave, provided there is not a break in continuity of service.
- 226 For the purposes of clauses 220 to 225, an employee with a break in service of less than 2 months is considered to have continuity of service.

## **Re-crediting of leave**

227 When an employee is on:

- 227.1 annual leave
- 227.2 purchased leave
- 227.3 defence reservist leave
- 227.4 First Nations ceremonial leave
- 227.5 NAIDOC leave
- 227.6 cultural leave or
- 227.7 long service leave and

becomes eligible for, under legislation or this agreement:

- 227.8 personal/carer's leave
- 227.9 compassionate or bereavement leave
- 227.10 jury duty

- 227.11 emergency services leave
- 227.12 leave to attend to family and domestic violence circumstances or
- 227.13 parental leave, premature birth leave, stillbirth leave or pregnancy loss leave

the affected period of leave will be re-credited.

- 228 When an employee is on personal/carer's leave and becomes eligible for parental leave, premature birth leave, stillbirth leave, or pregnancy loss leave, the affected period of leave will be re-credited.
- 229 Re-crediting is subject to appropriate evidence of eligibility for the substituted leave.

## **Long service leave**

- 230 An employee is eligible for long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.
- 231 The minimum period for which long service leave will be granted is 7 calendar days (whether taken at full or half pay). Long service leave cannot be broken with other periods of leave, except as otherwise provided by legislation or provided for in the re-crediting of leave at clause 227 of this agreement.

## **Miscellaneous leave**

- 232 The CEO may grant leave not provided for elsewhere to an employee for a purpose that the CEO considers to be in the interests of the AIHW, having regard to operational requirements. Further information is in the Leave Policy and Guidelines.
- 233 Miscellaneous Leave may be granted:
  - (i) for the period requested or for another period
  - (ii) with or without pay
  - (iii) subject to conditions.
- 234 Where an employee is granted Miscellaneous leave without pay (LWOP), the CEO will determine whether the period of LWOP counts as service for the purposes of annual and personal leave entitlements.
- 235 While employees in receipt of a casual rates loading are not generally eligible for miscellaneous leave, the CEO may approve paid miscellaneous leave for those employees to provide leave for family and domestic violence and for other reasons set out in an Australian Government directive.

## **Cultural, ceremonial and NAIDOC leave**

### *NAIDOC leave*

- 236 First Nations employees may access up to one day of paid leave per calendar year to participate in NAIDOC week activities.

237 NAIDOC leave can be taken in part days.

*First Nations ceremonial leave*

238 First Nations employees may access up to 6 days of paid leave over 2 calendar years to participate in significant activities associated with their culture or to fulfil ceremonial obligations.

239 The CEO may approve additional leave for cultural or ceremonial purposes as miscellaneous leave, with or without pay.

240 First Nations ceremonial leave can be taken as part days.

241 First Nations ceremonial leave is in addition to compassionate and bereavement leave.

*Cultural leave*

242 The CEO may grant up to 3 days of paid leave per calendar year for the purpose of attending significant religious or cultural obligations associated with the employee's particular faith or culture.

243 The CEO may approve additional leave for cultural purposes as miscellaneous leave, with or without pay.

244 Cultural leave can be taken as part days.

245 For the avoidance of doubt, this leave does not cover cultural purposes or obligations which are eligible for paid leave under clause 238 of this agreement.

## **Parental leave**

246 Primary caregiver, secondary caregiver, and ML Act are defined in the definitions section.

247 An employee who is a primary caregiver or secondary caregiver is entitled to parental leave up until 24 months from the date of the child's birth or placement (parental leave period). For the avoidance of doubt, this is inclusive of all legislated leave entitlements. The parental leave period does not extend non-ongoing employment where the employment period remaining is less than 24 months. An employee is only eligible for parental leave with pay as either a primary caregiver or a secondary caregiver for the particular parental leave period and cannot switch roles for the purpose of accessing additional paid leave.

248 For the pregnant employee, the parental leave period starts on commencement of maternity leave as per ML Act requirements and ceases 24 months from the date of birth. Medical certification requirements for the pregnant employee will be as required by the ML Act.

249 Conditions in this agreement will continue to apply in circumstances where successor legislation to the ML Act does not provide parental leave conditions included in this agreement.

*Payment during parental leave*

250 An employee is entitled to parental leave with pay as per clauses 252 and 253 below within the parental leave period. Any further parental leave during the parental leave period is without pay. Unused paid parental leave remaining at the end of the employee's parental

leave period will lapse. An employee may choose to use their accrued paid leave entitlements in accordance with usage and eligibility requirements in this agreement during the parental leave period that would otherwise be without pay.

- 251 Employees newly engaged by the AIHW or who have moved to the AIHW from another APS agency are eligible for the paid parental leave in clauses 252 and 253 where such paid leave had not already been provided by another APS agency or Commonwealth employer in the 24 months since the child’s date of birth or placement. If the paid leave used by the employee with the previous Commonwealth employer or APS agency is less than the limits specified in clauses 252 and 253, the balance is available to the employee.
- 252 An employee who is a primary caregiver is entitled to parental leave with pay during the parental leave period to a maximum of 18 weeks as provided in **Table 3** below.

*Table 3: Primary caregivers - circumstances for paid parental leave*

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

- 253 An employee who is a secondary caregiver is entitled to parental leave with pay during the parental leave period as provided in **Table 4** below.

*Table 4: Secondary caregivers - circumstances for paid parental leave*

<b>Period which coincides with the parental leave period for the secondary caregiver</b>	<b>Parental Leave with pay under this agreement</b>
Date of commencement of this agreement to 28 February 2025	8 weeks, or top up to 8 weeks where a lesser period of parental leave has already been provided
1 March 2025 to 28 February 2026	11 weeks, or top up to 11 weeks where a lesser period of parental leave has already been provided
1 March 2026 to 27 February 2027	14 weeks, or top up to 14 weeks where a lesser period of parental leave has already been provided
On and from 28 February 2027	18 weeks, or top up to 18 weeks where a lesser period of parental leave has already been provided

- 254 **Flexibility:** Parental Leave with pay, whether provided as maternity leave under the ML Act or under this agreement, can be accessed flexibly during the parental leave period and does not have to be taken in a single block. For the avoidance of doubt, parental leave can be used to replicate a part-time work arrangement and can be taken concurrently with another parent in relation to the same child.

- 255 **Rate of payment** during paid parental leave is the same as for an absence on personal/carer's leave and based on the employee's weekly hours at the time of the absence.
- 256 **Half-pay option:** The payment of any paid parental leave may be spread over a maximum period of 36 weeks at the rate of, no less than, half the normal rate of salary. All paid parental leave counts as service for all purposes, where permitted by legislation.

#### *Adoption and long-term foster care*

- 257 An employee who is a primary caregiver or secondary caregiver is entitled to parental leave in accordance with this agreement for adoption or long-term foster care, provided that the child:
- 257.1 is under 16 as at the day (or expected day) of placement
  - 257.2 has not lived continuously with the employee for a period of six months or more as at the day (or expected day) of placement and
  - 257.3 is not (otherwise than because of the adoption) a child of the employee or the employee's spouse or de facto partner.
- 258 Documentary evidence of approval for adoption or enduring parental responsibilities under formal fostering arrangements must be submitted when applying for parental leave for adoption or long-term foster carer purposes.

#### *Stillbirth*

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

#### *Pregnancy loss leave*

- 261 A pregnant employee who experiences, or an employee whose spouse or partner experiences, pregnancy loss is entitled to one week's paid leave. Pregnancy loss is a miscarriage or other loss of pregnancy that occurs between 12- and 20-weeks' gestation that is not a stillbirth.
- 262 Pregnancy loss leave is in addition to entitlements to compassionate leave for miscarriage provided under the FW Act and this agreement.

#### *Premature birth leave*

- 263 In circumstances of a live birth before 37 weeks' gestation a pregnant employee, or an employee whose spouse or partner has given birth prematurely, is entitled to paid premature birth leave from the date of the child's birth up to just before 37 weeks' gestation. Parental leave with pay is then available from what would have been 37 weeks' gestation in accordance with Parental leave in this agreement, noting the parental leave period commences on the child's date of birth.

### *Transitional provisions*

264 Employees eligible for paid leave under the ML Act are required under legislation to use their paid maternity leave first. In this circumstance, the employee may postpone their paid premature birth leave otherwise payable under clause 263 until after the legislated paid maternity leave is used.

### *Returning to work*

265 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 and redundancy provisions applying to any placement.

## **Compassionate leave**

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

266.1 a member of their family (including a member of their household) or someone they have a close personal relationship with contracts, develops, or sustains a life-threatening illness or injury or

266.2 the employee or their partner has a miscarriage.

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

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

269 For casual employees, compassionate leave is unpaid.

## **Bereavement leave**

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

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

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

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

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

273 For casual employees, bereavement leave is unpaid.

## **Emergency response leave**

274 In line with section 108 of the FW Act, an employee who engages in an eligible community service activity is entitled to emergency response leave to volunteer for emergency management duties for:

274.1 the time engaged in the activity

274.2 reasonable travelling time and

274.3 reasonable recovery time.

275 Full-time and part-time employees will be able to access 20 working days of paid emergency response leave at their full rate of pay per year if required. The CEO may provide additional emergency response leave with pay.

275.1 For the purpose of this clause, full rate of pay is to be as if the employee was at work.

276 Paid leave may be refused where the employee's role is essential to the AIHW's response to the emergency.

277 An employee must provide evidence that the organisation requests their services. Employees can provide evidence before or as soon as practical after their emergency service activity.

278 The CEO may approve reasonable paid or unpaid leave for ceremonial duties and training.

279 Emergency response leave, with or without pay, will count as service.

## **Jury duty**

280 Employees who are required by a court to attend either for jury selection, or to act as a juror, will be released from duty for the required period, without the need to apply for leave.

281 Full-time and part-time employees will be released from duty on their full rate of pay. Payment for casuals will be as per the relevant state legislation.

281.1 For the purposes of this clause, full rate of pay is to be as if the employee was at work.

282 The employee is required to inform their manager before they are released from duty and provide evidence of the need to attend.

283 If the employee receives a payment from the court for attendance (which are not expense related such as allowances and reimbursements), they must repay that amount to the AIHW for the period of absence. This will be administered in accordance with the overpayments clauses.

## **Defence reservist leave**

284 The CEO will give an employee leave with or without pay to undertake:

284.1 Australian Defence Force (ADF) Reserve continuous full-time service (CFTS) and

- 284.2 Australian Defence Force Cadet obligations.
- 285 An employee who is a Defence Reservist can take leave with pay for:
- 285.1 up to 4 weeks (20 days) in each financial year (pro-rata for part-time employees) and
- 285.2 an extra 2 weeks (10 days) in the first year of ADF Reserve service (pro-rata for part-time employees).
- 286 Leave can be built up and taken over 2 consecutive years. This includes the extra 2 weeks in the first year of service.
- 287 An employee who is an Australian Defence Force Cadet officer or instructor can get paid leave up to 3 weeks in each financial year to perform their duties. Australian Defence Force Cadets means:
- 287.1 Australian Navy Cadets
- 287.2 Australian Army Cadets and
- 287.3 Australian Air Force Cadets.
- 288 In addition to the entitlement at clause 285, paid leave may be granted to an employee to attend an interview or medical examination in connection with the enlistment of the employee in a Reserve Force of the Defence Force.
- 289 Paid defence reservist leave counts for service.
- 290 Unpaid defence reservist leave for 6 months or less counts as service for all purposes. This includes periods of CFTS.
- 291 Unpaid leave taken over 6 months counts as service, except for annual leave.
- 292 An employee will not need to pay their tax-free ADF Reserve salary to their agency for any reason.

## **Defence service sick leave**

- 293 An employee is eligible for defence service sick leave credits when the Department of Veterans Affairs (DVA) has certified that an employee's medical condition is as a result of either:
- 293.1 war-like service or
- 293.2 non-war like service.
- 294 An eligible employee can get 2 types of credits:
- 294.1 an initial credit of 9 weeks (45 days) defence service sick leave (pro-rata for part-time employees) will apply as at the following dates, whichever is later:
- 294.1.1 they start employment with the APS or
- 294.1.2 DVA certifies the condition and

- 294.2 an annual credit of 3 weeks (15 days) defence service sick leave (pro-rata for part-time employees).
- 295 An employee can use their defence service sick leave when a recognised medical practitioner provides a certificate that says they were away due to their DVA certified medical condition.
- 296 Unused annual credits can be built up to 9 weeks.
- 297 An employee cannot use annual credits until the initial credit is exhausted.
- 298 Defence service sick leave is paid and counts as service for all purposes.

### **Leave to attend proceedings**

- 299 An employee giving evidence before a Court, Tribunal, or Royal Commission on behalf of the Commonwealth or a Commonwealth party in the course of their duties, will be considered on duty.
- 300 An employee who is not covered under clause 299, and is required to give evidence to, appear before, or attend to instruct a representative at a Court, Tribunal, or Royal Commission in relation to their duties will be released from duty without loss of pay. This includes in proceedings relating to a dispute between the employee and the AIHW.
- 301 An employee may otherwise be granted paid or unpaid miscellaneous leave by the CEO if required to give evidence to a Court, Tribunal, or Royal Commission for any other reason. Where approval for unpaid leave is given, the employee may elect to use accrued annual leave, flex leave, or time off in lieu.
- 302 The CEO may refuse to release an employee from duty having regard to business requirements and whether the employee's attendance is necessary for the Court, Tribunal, or Royal Commission hearing.

### **Unauthorised absences**

- 303 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 CEO will seek to recover.
  - (iv) the CEO may determine that the employee will revert to standard hours on their return. Flexible arrangements will be restored where the CEO is satisfied that the employee's attendance is satisfactory.

## Section 7: Employee support and workplace culture

### Blood donation

- 304 An employee can take reasonable time away from duty during their ordinary work hours to donate blood, plasma, or platelets. It includes reasonable travel time and employers will consider employees on duty.
- 305 The employee must inform their manager in advance of when they will be away from work before donating blood, plasma, or platelets.

### Vaccinations

- 306 The AIHW will offer annual influenza vaccinations to all employees at no cost.
- 307 Where the AIHW requires an employee performing a role to be vaccinated for a particular condition, this vaccination will be offered at no expense to the employee.

### Employee Assistance Program

- 308 Employees, their partners, and their dependants/children will have access to a confidential, professional counselling service to assist employees to manage personal and work issues. This service will be provided at no cost to employees by the AIHW and will be accessible on paid time.

### Respect at work

#### *Principles*

- 309 The AIHW values a safe, respectful, and inclusive workplace free from physical and psychological harm, harassment, discrimination, and bullying. The AIHW recognises that preventing sexual harassment, sex discrimination, sex-based harassment, and victimisation in the workplace is a priority.
- 310 The AIHW recognises that approaches to prevent sexual harassment, sex discrimination, sex-based harassment, and victimisation in the workplace should be holistic and consistent with the Australian Human Rights Commission's guidance including the *Good Practice Indicators Framework for Preventing and Responding to Workplace Sexual Harassment*.

#### *Consultation*

- 311 The agency will consult with employees and their unions in developing, reviewing, and evaluating approaches to prevent sexual harassment, sex discrimination, sex-based harassment, and victimisation in the workplace.

## Family and domestic violence support

- 312 The AIHW will provide support for employees affected by family and domestic violence, depending on the employee's circumstances.
- 313 The AIHW recognises that a holistic approach should be taken to support the employee, appropriate for the employee's individual circumstances.
- 314 Family and domestic violence support provisions, including paid leave, are available to all employees covered by this agreement.
- 315 An employee experiencing family and domestic violence is able to access paid miscellaneous leave. Reasons an employee experiencing family and domestic violence may access this leave include, but are not limited to:
- 315.1 illness or injury affecting the employee resulting from family and domestic violence
  - 315.2 providing care or support to a family member (including a household member) who is also experiencing family and domestic violence, and is ill or injured as a result of family and domestic violence
  - 315.3 providing care or support to a family member (including a household member) who is also experiencing family and domestic violence, and is affected by an unexpected emergency as a result of family and domestic violence
  - 315.4 making arrangements for the employee's safety, or the safety of a close relative
  - 315.5 accessing alternative accommodation
  - 315.6 accessing police services
  - 315.7 attending court hearings
  - 315.8 attending counselling and
  - 315.9 attending appointments with medical, financial, or legal professionals.
- 316 This entitlement exists in addition to an employee's existing leave entitlements and may be taken as consecutive days, single days, or part days, and will count as service for all purposes.
- 317 Given the emergency context in which leave may need to be accessed, employees can proceed to take the leave and seek approval at a later date, as soon as practicable.
- 318 These provisions do not reduce an employee's entitlement to family and domestic violence leave under the NES.
- 319 Paid miscellaneous leave available under this clause is paid for ongoing and non-ongoing employees at their full rate as if they were at work.
- 320 Paid leave for casual employees under this clause is paid at their full pay rate for the hours they were rostered to work in the period they took leave.
- 321 Evidence may be requested to support the AIHW in approving leave. In most cases, this will not be required. Where it is required, this will be discussed with the employee and a statutory declaration is the only form of evidence the AIHW will require, unless the employee chooses to provide another form of evidence.

- 322 An employee may also choose to provide other forms of evidence, including a medical certificate, or document issued by the Police Service, a court, a doctor, district nurse, a Family Violence Support Service, or lawyer.
- 323 The AIHW will take all reasonable measures to treat information relating to family and domestic violence confidentially. The AIHW will adopt a 'needs to know' approach regarding communication of an employee's experience of family and domestic violence, subject to steps the AIHW may need to take to ensure the safety of the employee, other employees or persons, or mandatory reporting requirements.
- 324 Where the AIHW needs to disclose confidential information for purposes identified in clause 323, where it is possible, the AIHW will seek the employee's consent and take practical steps to minimize any associated safety risks for the employee and/or privacy breaches.
- 325 The AIHW will not store or include information on the employee's payslip in relation to the employee's experience of family and domestic violence, any leave accessed for the purposes of family and domestic violence, or support(s) provided by the employer, unless otherwise required by legislation.
- 326 Other available support may include, but is not limited to, flexible working arrangements, additional access to EAP, changes to their span of hours or pattern of hours and/or shift patterns and/or location of work where reasonably practicable.
- 327 The AIHW will acknowledge and take into account an employee's experience of family and domestic violence if an employee's attendance or performance at work is affected.
- 328 Further information about leave and other support available to employees affected by family and domestic violence may be found in policy.

## **Integrity in the APS**

- 329 The AIHW understands that procedural fairness is essential in building and maintaining trust with APS employees, and that it requires fair and impartial processes for employees affected by APS-wide or AIHW decisions.
- 330 Employees are to give advice that is frank, honest, timely, and based on the best available evidence. This includes scientific and engineering advice based on evidence-based facts guided by the best available science and data. Employees will not be disadvantaged or discriminated against because they have given advice in accordance with their expertise or professional qualifications and in accordance with the APS Code of Conduct in the PS Act.
- 331 Employees can, during their ordinary work hours, take time to:
- 331.1 access an APS-wide ethics advisory service or another similar service provided by a professional association such as a law society or in the agency and
  - 331.2 attend AIHW mandated training about integrity.

## **First Nations cultural competency training**

- 332 The CEO will take reasonable steps to ensure all substantive, ongoing EL2 employees employed at the commencement of this agreement, or any new substantive, ongoing EL2 employees who commence within the first 6 months of this agreement will complete relevant First Nations cultural competency training within 12 months of the commencement of the agreement.
- 333 Any new substantive, ongoing EL2 employee who commences after 6 months of the commencement of this agreement will be required to complete a relevant First Nations cultural competency training course within 6 months of their engagement or promotion.

## **Lactation and breastfeeding support**

- 334 Reasonable paid time during work hours will be provided for lactation breaks for breastfeeding, expressing milk, and other associated activities.
- 335 The AIHW will provide access to appropriate facilities for the purpose of breastfeeding or expressing milk, subject to clause 336. In considering whether a space is appropriate, an agency should consider whether:
- 335.1 there is access to refrigeration
  - 335.2 the space is lockable and
  - 335.3 there are facilities needed for expressing such as appropriate seating.
- 336 Where it is not practicable for an agency site to have a designated space, a flexible approach will be taken so that the employee can access the support required.
- 337 The AIHW will facilitate discussion between individual employees and their managers about accommodating the employee's lactation needs and practical arrangements to meet these needs.
- 338 The manager and employee shall discuss any flexible working arrangements that may be needed to support lactation. This may include consideration of arrangements such as working from home and/or remote working or varying work hours on an ad hoc or regular basis. Wherever possible, requests by an employee will be accommodated, noting these needs may be changed over time.
- 339 Further information is available in policy.

## **Disaster support**

- 340 Where an official disaster or emergency is declared and this prevents an employee from reasonably attending work, or where it impacts their household or home, the CEO will consider flexible working arrangements to assist the employee to perform their work.
- 341 Where flexible working arrangements are not appropriate, the CEO may grant paid miscellaneous leave to an employee with regard to the scale and nature of the emergency. This leave counts as service and may be approved retrospectively.

342 In considering what period of leave is appropriate, the CEO will take into account the safety of the employee, their family (including their household), and advice from local, State, and Commonwealth authorities.

## Section 8: Performance and development

### Managing for performance

343 Managing performance in the AIHW is based on the following principles:

- (i) Managers and employees must participate in the AIHW'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 a Performance and Development Agreement (PDA).
- (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*

344 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.

345 Managing underperformance in the AIHW 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.

346 'Assistance' in the preceding clause means the provision of advice, guidance, and advocacy by another nominated person or appropriate organisation but does not include representation. 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.

347 Following the circumstances and action described in clause 345, if the employee has not demonstrated satisfactory performance, the CEO will then decide whether to:

- (i) terminate the employee's employment under section 29 of the PS Act 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.

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

## **Workloads**

- 349 The AIHW recognises the importance of employees balancing their work and personal life. While it is acknowledged that at times it may be necessary for some extra hours being worked by some employees, this should be regarded as the exception rather than the rule.
- 350 When determining workloads for an employee or group of employees, the AIHW will consider the need for employees to strike a balance between their work and personal life.
- 351 Where an employee or group of employees raise that they have experienced significant workload pressures over a prolonged period of time, the AIHW and employee/s together must review the employees' workloads and priorities and determine appropriate strategies to manage the impact on the employee or group of employees.

## **Study assistance**

- 352 The AIHW provides for assistance with studies in certain circumstances. Further information is available in the Study Assistance Policy.
- 353 The CEO may approve Study Awards for Post-graduate and Under-graduate study.
- 354 The Award may include financial assistance provisions, e.g., full or partial salary, payment of a fortnightly living allowance, and reimbursement of HECS-HELP for the duration of the Award.

## **Learning and development**

- 355 The AIHW 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 AIHW (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.
- 356 Participation in approved learning and development programs will be in paid time, except for Study Assistance where limitations on paid time apply.
- 357 The AIHW will support the training of employees for the positions of First Aid Officer, Emergency Warden, Workplace Health and Safety Representatives, Workplace Harassment Contact/Workplace Support Officers, and Mental Health First Aid Officers.

## Section 9: Travel and location-based conditions

### Travel

#### *Travelling allowances and expenses*

- 358 The AIHW will meet all fair and reasonable costs, as determined by the CEO, associated with official domestic and international travel while an employee is on official duty. Further information is in the AIHW travel policy and guidelines.
- 359 Where an employee is required to travel on official business and is away from home overnight, the AIHW 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.
- 360 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.
- 361 Clauses 358-60 apply for periods of two weeks (i.e., 14 calendar days) or less. For travel periods in excess of two weeks, refer to clause 362.

#### *Temporary relocation assistance for employees*

- 362 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 CEO 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*

- 363 Where an employee becomes critically or dangerously ill while they are travelling on official business, and a member of the employee's immediate family travels to visit the critically or dangerously ill employee, the AIHW will, where requested and supplied with medical evidence, reimburse the member of the employee's immediate family for reasonable travel costs.

#### *Overseas travelling allowances*

- 364 Where an employee is required to travel overseas on official business, they will be:
- (i) reimbursed for reasonable costs, as determined by the CEO, associated with preparations for overseas travel including passport, visas, inoculations, vaccinations, etc.
  - (ii) eligible to travel at the relevant class of air travel set out in clause 366.
  - (iii) provided with accommodation paid for by the AIHW.
  - (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.

365 The CEO 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*

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

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

## **Relocation assistance**

368 Where an existing employee is required to relocate at the request of the AIHW (such as a promotion), the employee will be provided with financial relocation assistance. Employees who relocate on a temporary basis to take up higher duties are entitled to removal expenses if they relocate for a period of 13 weeks or more.

369 Where an employee is required to relocate on engagement with the AIHW, the employee will be provided with financial relocation assistance.

370 Reasonable expenses associated with the relocation include:

370.1 the cost of transport of the employee and their dependants and partner by the most economical means

370.2 removal expenses, namely the reimbursement of reasonable incurred costs of the removal of furniture and household effects of the employee, dependants, and partner

370.3 the reimbursement of the cost of the insurance premium based on a reasonable replacement value and

370.4 the reasonably incurred expenses in kennelling and transport of pets, up to the amount specified in the APS Award.

371 Additional relocation assistance may be considered by CEO discretion.

# Section 10: Consultation, representation, and dispute resolution

## Consultation

### *Principles*

- 372 Genuine and effective consultation with employees and the relevant union(s), taking into account the diverse needs of employees, fosters a positive and inclusive workplace, enabling the views of employees to be considered.
- 373 The AIHW recognises:
- 373.1 the importance of inclusive and respectful consultative arrangements
  - 373.2 employees and the relevant union(s) should have a genuine opportunity to influence decisions
  - 373.3 the nature and extent of consultation will vary depending on the proposed change and the likely impact on employees. Consultation on agency policies may occur over at least 2 weeks, whereas a major change is likely to require a more extensive consultation process
  - 373.4 consultation with employees and relevant union(s) on workplace matters that significantly affect or materially impact them is sound management practice and
  - 373.5 the benefits of employee and union involvement and the right of employees to be represented by their union.
- 374 Genuine and effective consultation involves:
- 374.1 providing employees and the relevant union(s) with a genuine opportunity to influence the decision prior to a decision being made
  - 374.2 providing all relevant information to employees and the relevant union(s) in a timely manner to support consideration of the issues
  - 374.3 considering feedback from employees and the relevant union(s) in the decision-making process and
  - 374.4 advising employees and the relevant union(s) of the outcome of the process, including how their feedback was considered in the decision-making process.

### *When consultation is required*

- 375 Consultation is required in relation to:
- 375.1 changes to work practices which materially alter how an employee carries out their work
  - 375.2 changes to or the introduction of policies or guidelines relevant to workplace matters (unless the changes are minor or procedural)

- 375.3 major change that is likely to have a significant effect on employees
  - 375.4 implementation of decisions that significantly affect employees
  - 375.5 changes to employees' regular roster or ordinary hours of work (subject to any other relevant provisions in this agreement) and
  - 375.6 other workplace matters that are likely to significantly or materially impact employees.
- 376 The AIHW, employees, and the relevant union(s) recognise that consultation prior to a decision may not be practicable where a decision is made by Government or is required due to matters beyond the reasonable control of the agency. In these circumstances, consultation regarding the implementation of the decision will occur as early as is reasonably practicable.

*Provisions for consultation on major change and introduction of a change to regular roster or ordinary hours of work of employees*

- 377 Clauses 378-393 apply if the AIHW:
- 377.1 proposes to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise that is likely to have a significant effect on the employees or
  - 377.2 proposes to introduce a change to the regular roster or ordinary hours of work of employees.

*Representation*

- 378 Employees may appoint a representative for the purposes of the procedures in clauses 379-393. A representative for the purpose of this clause may be a union representative.
- 379 The AIHW must recognise the representative if:
- 379.1 a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation and
  - 379.2 the employee or employees advise the employer of the identity of the representative.

*Major change*

- 380 A major change is **likely to have a significant effect on employees** if it results in, for example:
- 380.1 the termination of the employment of employees or
  - 380.2 major change to the composition, operation or size of the employer's workforce or to the skills required of employees or
  - 380.3 the elimination or diminution of job opportunities (including opportunities for promotion or tenure) or
  - 380.4 the alteration of hours of work or
  - 380.5 the need to retrain employees or
  - 380.6 the need to relocate employees to another workplace or

- 380.7 the restructuring of jobs.
- 381 The following additional consultation requirements in clauses 382 to 388 apply to a proposal to introduce a major change referred to in clause 375.3.
- 382 Consultation with employees and the relevant union(s) and/or recognised representatives will occur prior to a decision being made, subject to clause 376.
- 383 Where practicable, an AIHW change manager or a primary point of contact will be appointed and their details provided to employees and the relevant union(s) and/or their recognised representatives.
- 384 The AIHW must notify employees and relevant union(s) and/or recognised representatives of the proposal to introduce the major change as soon as practicable.
- 385 As soon as practicable after proposing the change, or notifying of the change in circumstances described at clause 376, the AIHW must:
- 385.1 discuss with affected employees and relevant union(s) and/or other recognised representatives:
    - 385.1.1 the proposed change;
      - 385.1.1.1 the effect the proposed change is likely to have on the employees and
      - 385.1.1.2 proposed measures to avert or mitigate the adverse effect of the proposed change on the employees and
    - 385.1.2 for the purposes of the discussion – provide, in writing, to employees and the relevant union(s) and/or other recognised representatives:
      - 385.1.2.1 all relevant information about the proposed change, including the nature of the change proposed and
      - 385.1.2.2 information about the expected effects of the proposed change on the employees and
      - 385.1.2.3 any other matters likely to affect the employees.
- 386 The AIHW must give prompt and genuine consideration to matters raised about the major change by employees and the relevant union(s) and/or other recognised representatives.
- 387 However, the AIHW is not required to disclose confidential or commercially sensitive information to employees and the relevant union(s) and/or other recognised representatives.
- 388 If a term in this agreement provides for a major change to production, program, organisation, structure, or technology in relation to the enterprise of the AIHW, the requirements set out in clauses 382 to 386 are taken not to apply.

*Change to regular roster or ordinary hours of work*

- 389 The following additional consultation requirements in clauses 390 to 393 apply to a proposal to introduce a change referred to in clause 375.5.

- 390 The AIHW must notify affected employees and the relevant union(s) and/or other recognised representatives of the proposed change.
- 391 As soon as practicable after proposing to introduce the change, the AIHW must:
- 391.1 discuss with employees and the relevant union(s) and/or other recognised representatives the proposed introduction of the change and
  - 391.2 for the purposes of the discussion – provide to the employees and relevant union(s) and/or other recognised representatives:
    - 391.2.1 all relevant information about the proposed change, including the nature of the proposed change and
    - 391.2.2 information about what the employer reasonably believes will be the effects of the proposed change on the employees and
    - 391.2.3 information about any other matters that the employer reasonably believes are likely to affect the employees and
  - 391.3 invite employees and the relevant union(s) and/or other recognised representatives to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 392 However, the AIHW is not required to disclose confidential or commercially sensitive information to the relevant employees and the relevant union(s) and/or other recognised representatives.
- 393 The AIHW must give prompt and genuine consideration to matters raised about the proposed change by the employees and the relevant union(s) and/or other recognised representatives.

*Interaction with emergency management activities*

- 394 Nothing in this term restricts or limits the ability of a designated emergency management body to undertake activities provided at section 195A(1) of the FW Act.

**Agency consultative committee**

- 395 The CEO may establish an agency consultative committee to discuss relevant workplace matters.
- 396 AIHW consultative committees will operate subject to an agreed terms of reference and structure for the term of the agreement.
- 397 The CEO 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.
- 398 The Consultative Committee will meet at least four times a year and will include at least four staff members, two of whom are staff elected by and from staff who are members of the CPSU. Further information is in the AIHW Consultative Committee Terms of Reference.

## APS consultative committee

- 399 The CEO will support the operation of the APS consultative committee to the extent possible. This includes providing information requested by the Australian Public Service Commission to support the operation of the APS consultative committee, subject to legislative requirements.

## Dispute resolution

- 400 If a dispute relates to:
- 400.1 a matter arising under the agreement or
  - 400.2 the National Employment Standards
- this term sets out procedures to settle the dispute.
- 401 An employee or union who is covered by this agreement may initiate and/or be a party to a dispute under this term.
- 402 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term. Representatives will be recognised and dealt with in good faith.
- 403 Parties to the dispute must attempt to resolve the dispute at the workplace level, by discussion between the employee or employees and relevant managers. Parties to the dispute will notify higher level managers to assist in the resolution of the dispute. Parties will give genuine consideration to proposals to resolve the dispute.
- 404 If a dispute about a matter arising under this agreement is unable to be resolved at the workplace level, and all appropriate steps under clause 403 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.
- 405 The Fair Work Commission may deal with the dispute in 2 stages:
- 405.1 the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion, or making a recommendation and
  - 405.2 if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
    - 405.2.1 arbitrate the dispute and
    - 405.2.2 make a determination that is binding on the parties.
- Note: If the Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act. A decision that the Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.*
- 406 While the parties are attempting to resolve the dispute using the procedures in this term:
- 406.1 an employee must continue to perform their work as they would normally in accordance with established custom and practice at the AIHW that existed

immediately prior to the dispute arising unless they have a reasonable concern about an imminent risk to their health or safety and

406.2 subject to clause 406.1, an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:

406.2.1 the work is not safe or

406.2.2 applicable work health and safety legislation would not permit the work to be performed or

406.2.3 the work is not appropriate for the employee to perform or

406.2.4 there are other reasonable grounds for the employee to refuse to comply with the direction.

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

408 Any disputes arising under the AIHW Enterprise Agreement 2016 or the National Employment Standards that were formally notified under the AIHW Enterprise Agreement 2016 before the commencement of this agreement, that remain unresolved at the date of commencement of this agreement, will be progressed under the dispute resolution procedures in this agreement.

#### *Leave of absence to attend proceedings*

409 Where the provisions of clauses 400 to 404 have been complied with, and to assist in the resolution of the matter, the employee, and/or the union delegate or other employee representative referred to in clause 401, or employee required to provide evidence, will be granted paid time to attend dispute resolution processes and proceedings in the Fair Work Commission arising from referral of the matter in clause 404.

#### *Review of employment actions*

410 Where a disagreement arises over decisions or actions affecting an employee's APS employment, the employee may seek a review in accordance with the PS Act, other relevant legislation, and at common law.

## **Delegates' rights**

411 Union delegates play an important and legitimate role in the workplace. This includes representing their members and supporting employee access to union officials and providing employee views to the agency.

412 The role of union delegates is to be respected and supported.

413 The AIHW and union delegates will work together respectfully and collaboratively.

#### *Supporting the role of union delegates*

414 The AIHW respects the role of union delegates to:

414.1 provide information, consult with, and seek feedback from employees in the workplace on workplace matters

- 414.2 consult with other delegates and union officials, and get advice and assistance from union officials
  - 414.3 represent the interests of members to the employer and industrial tribunals and
  - 414.4 represent members at relevant union forums, consultative committees, or bargaining.
- 415 The AIHW and union delegates recognise that undertaking the role of a union delegate is not the primary purpose of an employee's engagement and must work with and not unreasonably impact their regular duties. Honorary officials may request additional time and facilities from time to time.
- 416 Union delegates will be provided with reasonable paid time during their normal working hours to perform their union delegate role. The paid time provided should not result in disruption to critical services or operational requirements.
- 417 To support the role of union delegates, the AIHW will, subject to legislative and operational requirements, including privacy and security requirements:
- 417.1 provide union delegates with reasonable access to agency facilities and resources, including for paid or unpaid meetings between employees and their unions and to communicate with union officials
  - 417.2 advise union delegates and other union officials of the agency facilities and resources available for their use, which may include telephone, photocopying, internet, and email
  - 417.3 allow reasonable official union communication appropriate to the agency from union delegates with employees, including through email, intranet pages and notice boards. This may include providing a link to a union website for employees to access union information. Any assistance in facilitating email communications does not include an agency vetoing reasonable communications.
  - 417.4 provide access to new employees as part of induction and
  - 417.5 provide reasonable access to union delegates to attend appropriate paid time training in workplace relations matters, during normal working hours.
- 418 Where APS employees are elected as officials of a trade union or professional association, they are not required to seek permission from the workplace or AIHW before speaking publicly in that capacity, subject to the APS Code of Conduct and legislative requirements.

## **Employee representational rights**

- 419 An employee may have any person of their choice assist or represent them in relation to a matter under this agreement.
- 420 The role of employee representatives, including workplace delegates, is to be respected and facilitated in accordance with the FW Act.

## Section 11: Separation and retention

### Resignation

- 421 An employee may resign from their employment by giving the CEO at least 14 calendar days' notice.
- 422 At the instigation of the CEO, the resignation may take effect at an earlier date within the notice period. In such cases, the employee will receive paid compensation in lieu of the notice period which is not worked.
- 423 The CEO has the discretion to agree to a shorter period of notice or waive the requirement to give notice.

### Payment on death of an employee

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

### Redeployment, retraining, redundancy

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

#### *Discussion period*

- 427 When the CEO is aware that an employee is likely to become excess to requirements, the CEO will at the earliest practicable time advise the employee of the situation.
- 428 Discussions with the potentially excess employee or, where an employee requests, with the employee's representative, will be held to consider:
- (i) reasons why the employee 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 concerned and identifying whether the employee seeks redeployment

(iv) whether voluntary retrenchment might be appropriate and whether the employee wants to be offered voluntary retrenchment.

- 429 The CEO 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.
- 430 The CEO will not advise an employee that they are excess until the discussions referred to in clause 428 have occurred. The period of these discussions will be one month, unless the employee agrees to a lesser period, or both the CEO and the employee agree to a greater period.

#### *Voluntary retrenchment*

- 431 Following the discussion period and subject to clause 426, the CEO 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.
- 432 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.
- 433 Where the CEO 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 CEO 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.
- 434 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 leave credits to be paid out
  - (iv) amount of accumulated superannuation contributions
  - (v) options open concerning superannuation
  - (vi) taxation rules applying to the various payments.

#### *Financial counselling*

- 435 An employee declared excess is entitled to an amount up to \$625 (including GST) for financial counselling.

### *Period of notice*

- 436 Where the employee agrees to be voluntarily retrenched, the CEO can approve the termination of the employee's employment under Section 29 of the PS Act, 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).
- 437 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*

- 438 An employee whose employment is terminated by the CEO under section 29 of the PS Act on the grounds that they are 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 439 to 443), 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 FW Act National Employment Standards (NES).
- 439 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*.
- 440 The minimum payable will be four weeks' salary and the maximum will be 48 weeks' salary.
- 441 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.
- 442 Subject to the following clause, service for severance pay purposes means:
- (i) service in the AIHW
  - (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.

443 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 their 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 PS Act
- 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*

444 For the purpose of calculating any payment under clause 438, 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*

445 An employee who is offered voluntary retrenchment and does not accept the offer will be involuntarily terminated by the CEO under Section 29 of the PS Act 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.

- 446 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).
- 447 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 453).
- 448 The CEO 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 431 or has elected to be voluntarily retrenched but the CEO has refused to approve it.
- 449 The retention period will commence on the earlier of the following:
- (i) the day the employee is advised in writing by the CEO that they are an excess employee
  - (ii) one month after the day on which the CEO makes a written offer of voluntary retrenchment to the employee.
- 450 During the retention period the CEO:
- (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.
- 451 If requested by the excess employee, the AIHW 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.
- 452 The retention periods specified in clause 445 and the notice period specified in clause 455 will be extended by any periods of personal/carer's leave supported by medical evidence which are taken during these periods, up to a maximum of 18 days.
- 453 Where the CEO 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 CEO may (subject to clause 454) terminate the employee's employment under Section 29 of the PS Act 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 446) 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.
- 454 Except, where agreed by the employee, the employee's employment will not be terminated within three months of the start of the retention period.

455 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.

# 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

Rob Heferen  
Chief Executive Officer



14/02/2024

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## On behalf of the Community and Public Sector Union

Melissa Payne  
Assistant National Secretary



14/02/24

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## Australian Institute of Health and Welfare

1 Thynne Street  
Fern Hill Park  
Bruce ACT 2601

## Community and Public Sector Union

54-58 Foveaux Street  
Surry Hills NSW 2010

## Attachment A – Base salaries

Classification	Salary levels	As at 31 August 2023	From the later of commencement of the agreement or 14 March 2024	From 13 March 2025	From 12 March 2026
APS 1	1	\$48,826	\$52,000*	\$54,516*	\$57,497*
	2	\$51,149	\$53,195	\$55,216	\$59,319*
	3	\$54,774	\$56,965	\$59,130	\$61,140
APS 2	1	\$56,778	\$59,049	\$61,293	\$63,377
	2	\$59,028	\$61,389	\$63,722	\$65,889
	3	\$62,194	\$64,682	\$67,140	\$69,423
APS 3	1	\$64,575	\$67,158	\$69,710	\$72,080
	2	\$67,582	\$70,285	\$72,956	\$75,437
	3	\$70,654	\$73,480	\$76,272	\$78,865
APS 4	1	\$72,379	\$75,274	\$78,134	\$80,791
	2	\$75,782	\$78,813	\$81,808	\$84,589
	3	\$78,392	\$81,528	\$84,626	\$87,503
APS 5	1	\$80,693	\$83,921	\$87,110	\$90,072
	2	\$84,206	\$87,574	\$90,902	\$93,993
	3	\$86,430	\$89,887	\$93,303	\$96,829*
APS 6	1	\$90,505	\$94,125	\$97,702	\$101,024
	2	\$94,978	\$98,777	\$102,531	\$106,017
	3	\$100,051	\$104,053	\$108,007	\$111,701*
EL 1	1	\$110,698	\$115,126	\$119,501	\$123,564
	2	\$117,077	\$121,760	\$126,387	\$130,684
	3	\$123,486	\$128,425	\$133,305	\$137,837
EL 2	1	\$135,473	\$140,892	\$146,246	\$151,218
	2	\$143,862	\$149,616	\$155,301	\$160,581
	3	\$152,248	\$158,338	\$164,355	\$169,943

\*These pay points have been increased by more than the general rate of increases referred to in clause 18 because of the policy to reduce pay fragmentation in the APS.

## Attachment A.2 – 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 Wage System

- B1. This schedule defines the condition which will apply to employees because of the effects of a disability are eligible for a supported wage under the terms of this agreement.

### *Definitions*

- B2. In this schedule:

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

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

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

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

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

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

### *Eligibility criteria*

- B3. Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class for which the employee is engaged under this agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.
- B4. The schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this agreement relating to the rehabilitation of employees who are injured in the course of their employment.

### *Supported wage rates*

- B5. Employees to whom this clause applies shall be paid the applicable percentage of the relevant minimum wage according to the following schedule:

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

Assessed capacity .	Percentage of agreement rate
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

- B6. Provided that the minimum amount payable to an employee to whom the SWS applies is not less than the amount prescribed in the National Minimum Wage Order. Note: The minimum amount payable is reviewed every year in July.
- B7. Where an employee's assessed capacity is 10%, they must receive a high degree of assistance and support.

*Assessment of capacity*

- B8. For the purposes of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted the employer and the employee, and if the employee so desires, a union which the employee is eligible to join.
- B9. Assessment made under this schedule must be documented in a SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the FW Act.

*Lodgement of SWS wage assessment agreement*

- B10. All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by the employer with the Fair Work Commission.
- B11. All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where a union which has an interest in the agreement is not a party to the assessment, the assessment will be referred by the Fair Work Commission to the union by certified mail and the agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.

*Review of assessment*

- B12. The assessment of the applicable percentage should be subject to annual review or more frequent review on the basis of a reasonable request for such a review. The process of review

must be in accordance with the procedures for assessing capacity under the supported wage system.

*Other terms and conditions of employment*

B13. Where an assessment has been made, the applicable percentage will apply to the relevant wage rate only. Employees covered by the provisions of the schedule will be entitled to the same terms and conditions of employment as all other workers covered by this agreement paid on a pro rata basis.

*Workplace adjustment*

B14. An employer wishing to employ a person under the provisions of this schedule must take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve redesign of job duties, working time arrangements and work organisation in consultation with other workers in the area.

*Trial period*

B15. In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a Trial Period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

B16. During that Trial Period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.

B17. The minimum amount payable to the employee during the Trial Period must be no less than the current weekly rate, as determined by the Fair Work Commission.

B18. Work trials should include induction or training as appropriate to the job being trialled.

B19. Where the employer and employee wish to establish a continuing employment relationship following the completion of the Trial Period, a further contract of employment will be entered into based on the outcome of assessment under clauses B8 and B9.