



Australian Government
Australian Institute of Family Studies



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works for families

Australian Institute of Family Studies

Enterprise Agreement 2017



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Part A Technical matters

1 TITLE

- 1.1 This Agreement shall be known as the Australian Institute of Family Studies Enterprise Agreement 2017 and is made pursuant to Part 2–4 of the *Fair Work Act 2009*.

2 PURPOSE

- 2.1 The purpose of this Agreement is to enable the Australian Institute of Family Studies (hereafter referred to as the Institute) to better fulfil its vision of contributing to family wellbeing in Australia by undertaking high-quality research, that informs and influences policy and practice.
- 2.2 This Agreement establishes terms and conditions of employment for Institute staff that will enable the Institute to achieve the key outcomes contained in its Agency Plan and subsidiary plans.
- 2.3 This Agreement aims to provide a safe and healthy working environment where the individual differences, skills, talents and views of all staff are valued, and where people are encouraged to learn and develop and share their knowledge through:
- (a) enabling staff to develop and demonstrate their capacities;
 - (b) ensuring that individual remuneration and advancement are tied to formal assessment of performance, skills and value of work performed;
 - (c) providing flexibility in workplace arrangements, working hours and leave;
 - (d) promoting a consultative and cooperative approach to workplace issues;
 - (e) promoting adherence to the APS Values, Employment Principles and the APS Code of Conduct set out in the *Public Service Act 1999*; and
 - (f) valuing and respecting diversity.

3 PRINCIPLES

- 3.1 The Institute is an organisation which values fairness, equity, procedural fairness, diversity and flexibility.

4 AGREEMENT COVERAGE

- 4.1 This Agreement applies to:
- (a) the Director of the Australian Institute of Family Studies;
 - (b) employees of the Australian Institute of Family Studies, excluding employees of the Institute who are members of the Senior Executive Service;
 - (c) employees acting in the SES, who will continue to be subject to this Agreement, with any additional entitlements determined by Individual Flexibility Arrangements in accordance with this Agreement; and
 - (d) the Community and Public Sector Union (subject to complying with section 183 of the *Fair Work Act 2009*).

5 OPERATION OF THE AGREEMENT

- 5.1 This Agreement will come into operation effective from seven days after the date of approval of the Agreement by the Fair Work Commission (“the Commencement Date”) and will have a nominal expiry date that is 3 years after the Commencement Date.

Variation of the Agreement

- 5.2 This Agreement may only be varied in accordance with Part 2–4, Division 7 of the *Fair Work Act 2009*.

Relationship to Other Awards, Agreements and Legislation

- 5.3 This agreement operates to the exclusion of the Australian Public Service Enterprise Award 2015. This Agreement operates in conjunction with other Commonwealth laws, including the:

- (a) *Public Service Act 1999*;
- (b) *Fair Work Act 2009*;
- (c) *Long Service Leave (Commonwealth Employees) Act 1976*;
- (d) *Maternity Leave (Commonwealth Employees) Act 1973*;
- (e) *Superannuation Act 1976*;
- (f) *Superannuation Act 1990*;
- (g) *Superannuation Act 2005*;
- (h) *Superannuation Productivity Benefit Act 1988*;
- (i) *Superannuation Benefits (Supervisory Mechanisms) Act 1990*;
- (j) *Public Employment (Consequential and Transitional) Amendment Act 1999*;
- (k) *Safety Rehabilitation and Compensation Act 1988*;
- (l) *Work Health and Safety Act 2011*;
- (m) *Age Discrimination Act 2004*
- (n) *Racial Discrimination Act 1975*;
- (o) *Sex Discrimination Act 1984*;
- (p) *Human Rights and Equal Opportunity Act 1986*;
- (q) *Disability Discrimination Act 1992*; and
- (r) *Public Governance, Performance and Accountability Act 2013*.

- 5.4 Should legislative change or other special and extraordinary circumstances affect staff members' conditions of employment under this Agreement, the Institute will consult with staff in accordance with the provisions of clauses 68 and 70 of this Agreement.

Delegation

- 5.5 The Director may, in writing, delegate or authorise to a person within the Institute any powers or functions under this Agreement. Staff will be advised of any delegations made pursuant to this clause.
- 5.6 Where this Agreement implies that approval is necessary, specifies that payment will be made or leave will be granted, but a head of power is not specified, the Agreement should be read as meaning the Director or delegate will provide approval prior to the action occurring.

Effect of Institute Policies and Guidelines

- 5.7 Where any provisions of this Agreement are inconsistent with Institute policies or guidelines, then the terms of this Agreement shall prevail. The operation of this Agreement is supported by policies and guidelines. These policies and guidelines do not form part of this Agreement.
- 5.8 Policies and guidelines may be altered during the life of the Agreement. However, before any change is effected, the Institute will post the proposed changes on the Institute's intranet for at least two weeks for comment and feedback from employees and their elected employee representatives. The Institute will genuinely engage with comments and feedback received from employees and their elected employee representatives.

6

DEFINITIONS

6.1 In this Agreement, unless a contrary intention is clear, the following definitions apply:

<i>Agreement</i>	The Australian Institute of Family Studies Enterprise Agreement 2017.
<i>APS</i>	The Australian Public Service.
<i>APS employee</i>	An employee as defined in the <i>Public Service Act 1999</i> .
<i>Bandwidth</i>	The timeframe in which an employee's ordinary hours are worked. The bandwidth is between 7.00 am and 7.00 pm, Monday to Friday.
<i>Casual employee</i>	An employee engaged under section 22(2)(c) of the <i>Public Service Act 1999</i> on an irregular or intermittent basis.
<i>Delegate</i>	An employee authorised by the Director to undertake or approve a specified function under the terms of this Agreement.
<i>Director</i>	The person for the time being performing the duties of the office of the Director of the Institute.
<i>Documentary evidence</i>	For personal leave purposes, this means: <ul style="list-style-type: none">• a medical certificate from a registered health practitioner;• a medical certificate from a certified alternative health practitioner recognised by a registered health fund (except in cases involving workers' compensation); or• a statutory declaration made by the employee.
<i>Employee</i>	An employee of the Australian Institute of Family Studies, whether full-time or part-time, ongoing or non-ongoing, or irregular or intermittent, who is employed under and within the meaning of the <i>Public Service Act 1999</i> .
<i>Family member</i>	A person who is related by blood, marriage, adoption or kinship and/or stands in a bona fide domestic relationship with the employee. Family members include a spouse (including a former spouse, de facto spouse or former de facto spouse), child or adult child, parent, grandparent, grandchild or sibling of the employee.
<i>Institute</i>	The Australian Institute of Family Studies.
<i>Manager</i>	An employee who has operational and/or supervisory responsibility for another employee or a team of employees within the Institute, which may include another manager and/or may be a Work Unit, or Research Program Area.
<i>Parliamentary service</i>	Employment under the <i>Parliamentary Service Act 1999</i> .
<i>Qualifying service</i>	Service that is recognised for redundancy pay purposes.
<i>Settlement period</i>	Four weeks (two fortnightly pay periods) commencing on a payday Thursday and ending on a Wednesday.
<i>Ordinary hours</i>	Ordinary hours of work for a full-time employee are 37 hours and 30 minutes per week and 7 hours and 30 minutes per day. This is a total of 150 hours per four-week settlement period. For part-time employees, ordinary hours of work are as set out in the employee's part-time work agreement.
<i>Standard hours</i>	Standard attendance hours are 7 hours and 30 minutes from 8.30 am to 12.30 pm and 1.30 pm to 5.00 pm, Monday to Friday.

Part B APS Values and Code of Conduct

7 EMPLOYMENT IN THE AUSTRALIAN PUBLIC SERVICE

- 7.1 The Institute will engage employees under the *Public Service Act 1999*.
- 7.2 Employees acknowledge the need to comply with the Australian Public Service (APS) Values and Code of Conduct as defined by the *Public Service Act 1999*.

Part C Employment Structure

8 EMPLOYMENT STRUCTURE AND ARRANGEMENTS

- 8.1 The Institute’s Employment Structure is based on the eight APS classification levels as established by the *Public Service Classification Rules*.
- 8.2 The Institute’s Employment Structure allots the six APS 1–6 classifications into three AIFS broadband levels, and retains the EL1 and EL2 classifications as separate levels, as follows:

AIFS Band Level	APS Classification
AIFS Band 1–2	APS 1

	APS 2
AIFS Band 3–4	APS 3

	APS 4
AIFS Band 5–6	APS 5

	APS 6
AIFS EL1	Executive Level 1
AIFS EL2	Executive Level 2

- 8.3 Each of the three AIFS broadband levels contains a soft barrier (between the APS classifications 1 and 2, 3 and 4, and 5 and 6, indicated by a dotted line in the table at clause 8.2).
- 8.4 The APS Work Level Standards are the basis for determining the correct classification for an individual position.
- 8.5 Each of the eight classifications has attached to it a salary range and a number of pay points within each salary range.

Part D Remuneration

9 SALARY RATES

9.1 Salary rates for Institute employees under this Agreement are set out in Appendix A.

10 SALARY ADVANCEMENT THROUGH PERFORMANCE DEVELOPMENT AND REVIEW PROGRAM (PDR)

10.1 The application of this clause is limited to ongoing and non-ongoing employees only, and excludes casual employees.

Salary Advancement Within a Classification

10.2 Salary advancement to a higher pay point within a classification will be based on the result of an employee's end-of-cycle performance review within the PDR program. An employee must be performing at a satisfactory level to be considered for salary advancement.

Salary Advancement Within a Broadband

10.3 Salary movement between classifications within a broadband may occur based on an employee's performance outcome (under clause 64). An employee must be performing at a satisfactory level to be considered for advancement to a higher classification within a broadband.

10.4 Performance-based salary advancement beyond a soft barrier is at the discretion of the Director. The Director can determine that an employee in the lower range of a broadband may progress beyond the soft barrier if sufficient higher-level work is available, consistent with the APS Work Level Standards and the work area's business plan and the employee has the skills and competencies to perform at the higher level at a satisfactory standard.

10.5 When an employee progresses beyond a soft barrier, the employee will be paid at the lowest point in the next level of the broadband, unless a higher point is approved by the Director.

Additional Pay Point Within the Executive Level 1 Classification

10.6 This Agreement introduces an additional pay point within the Executive Level 1 (EL1) classification, as shown in the salary rates table at Appendix A.

10.7 On commencement of the Agreement, existing EL1 employees will transition to the pay point equivalent to their existing salary.

10.8 The new EL1.2 pay point will not apply to an employee who is already employed at the EL1 classification immediately prior to the commencement of the Agreement.

11 TEMPORARY ASSIGNMENT OF DUTIES

11.1 The application of this clause is limited to ongoing and non-ongoing employees only, and excludes casual employees.

11.2 To ensure that the Institute's work is done effectively, it may be necessary for Institute employees to temporarily perform work other than their usual work for fixed periods of time, or for the duration of a defined event.

11.3 Where an employee is temporarily assigned duties at a higher classification for a continuous period of four weeks or greater, or for a shorter period which is then extended to or beyond four weeks, remuneration will be paid at the minimum rate applicable to the higher classification, unless otherwise determined to be at a higher rate by the Director.

- 11.4 Such an employee shall be entitled to receive the rate applicable for the higher position during a period of paid leave or public holiday, provided that the employee would have received the rate applicable for the higher position if he or she had not been absent from the workplace for the period of the paid leave or the public holiday.
- 11.5 The Director may approve payment for a temporary assignment for a period of less than four weeks.
- 11.6 Where an employee is on temporary assignment for longer than 12 months, they will be entitled to pay point advancement in accordance with the progression arrangements outlined in clause 64. The higher pay point achieved through progression will be retained for future periods of temporary assignment.
- 11.7 An employee may be paid at a pay point below the level of the temporary assignment job where the employee will not be performing the full range of duties of the job.
- 11.8 Subject to work requirements in the Institute, the Director can approve a temporary reassignment of duties, by mutual agreement between an employee and a manager, as a learning and professional development opportunity for the employee.
- 11.9 To ensure employees temporarily assigned duties at a higher classification level are assessed for advancement, the employee's PDR plan will be reviewed and amended where the temporary performance is for three months or is extended beyond three months.
- 11.10 An employee who has been temporarily assigned duties at a higher classification level, and been assessed under the Institute's PDR program to receive a salary increase within the higher classification level, will retain that salary point on promotion if the new position is at the same classification.
- 11.11 An employee who has received salary advancement within a higher classification level based on performance in the PDR program will also receive a salary increase at his or her substantive classification, unless the highest pay point in the salary range for the substantive classification has been reached.
- 11.12 Where an employee is required to work temporarily in a Senior Executive Service (SES) job, an appropriate loading commensurate with the salary range for SES employees and other benefits will be determined by the Director for the period of temporary performance.

12 SALARY ON COMMENCEMENT OR PROMOTION

- 12.1 Where an employee commences work on engagement with the Institute or is promoted to a role within the Institute, salary will be payable at the minimum point of the salary range applicable to the classification of the job.
- 12.2 The Director may authorise payment of salary above the minimum point in that salary range, having regard to the experience, qualifications and skills of the employee and his or her likely corporate contribution to the job at that level.

13 SALARY ON TRANSFER

- 13.1 The application of this clause is limited to ongoing employees only, and excludes non-ongoing and casual employees.
- 13.2 Where an employee transfers at level to the Institute from another APS agency (under s26 of the *Public Service Act 1999*), the salary payable will be:
- (a) the minimum salary point corresponding to the employee's relevant APS classification level; or
 - (b) if the employee's current nominal salary is higher than the AIFS minimum salary point, the employee will be paid at the next highest AIFS salary point from the employee's nominal salary; or

- (c) subject to approval by the Director, if the employee's current nominal salary exceeds the current maximum in the AIFS salary range, the employee may maintain their nominal salary rate until such time as the salary is absorbed by any AIFS salary increases.

13.3 Where an employee's salary is maintained at a rate above the maximum in the AIFS salary range in accordance with clause 13.2, the employee will not be eligible for any salary increases until such time as the nominal salary is absorbed into the salary range for the relevant classification, at which time the employee's salary will transfer to the next highest salary point within the AIFS salary range for the classification level.

14 SALARY ON REDUCTION

14.1 The application of this clause is limited to ongoing employees only and excludes non-ongoing and casual employees.

14.2 Where an employee transfers to a lower classification, salary will be payable at the top of the Institute's salary range for the new classification.

15 SUPPORTED SALARY PAYMENTS FOR EMPLOYEES WITH DISABILITY

15.1 Employees covered by this clause will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this Agreement, because of the effects of disability on their productive capacity and who meet the impairment criteria test for a Disability Support Pension. Appendix B sets out the detail of supported salary payment arrangements.

16 CASUAL (IRREGULAR/INTERMITTENT) EMPLOYMENT – LOADING IN LIEU OF OTHER ENTITLEMENTS

16.1 A casual employee who is engaged to do work that is intermittent or irregular in nature will receive a 20% loading in recognition of the irregular nature of such work.

16.2 Where an employee is in receipt of a 20% loading in recognition of the irregular nature of their work, the employee is not entitled to any payment under this Agreement in relation to annual leave, personal leave, compassionate leave, maternity leave, or public holidays on which the employee is not rostered to work.

17 GRADUATES

17.1 The Director may engage a person as a Graduate APS employee.

17.2 A Graduate APS employee will be required to undertake a course of training determined by the Director. While undertaking training, a Graduate APS employee will be paid at the first pay point in the APS3 salary range.

17.3 When the Director is satisfied that the course of training has been successfully completed, a Graduate APS employee will be allocated a classification within the APS3 classification of the AIFS Band 3-4 at a pay point determined by the Director. Thereafter, the Director may progress the employee to a point within the APS4 classification of the AIFS 3-4 broadband if sufficient work is available at the higher classification, the employee has gained the necessary skill and proficiencies to perform the more complex work, and performance is satisfactory. Any further salary advancements will be in accordance with clause 10 of this Agreement.

18 SALARY INCREASES

18.1 The following pay increases will apply under this Agreement:

- (a) an increase of 3% of base salary effective from the Commencement Date;
- (b) a further increase of 2% of base salary with effect from 12 months after the Commencement Date; and
- (c) a further increase of 1% of base salary with effect from 18 months after the Commencement Date.

18.2 Staff will also be eligible for salary advancement as outlined at clause 10.

19 METHOD OF PAYMENT

19.1 Employees will have their fortnightly salary paid, in arrears, by electronic funds transfer into an Australian financial institution account of their choice.

20 FLEXIBLE REMUNERATION PACKAGING

20.1 Access to the Institute's Flexible Remuneration Scheme as varied from time to time will be available to all employees covered by this Agreement.

20.2 Any fringe benefits tax and administrative costs incurred as a result of the salary sacrificing arrangement will be met by the staff member on a salary sacrifice basis.

20.3 Where an employee takes up the option of remuneration packaging on a salary sacrifice basis, the employee's salary for purposes of superannuation, severance and termination payments (and any other purposes) will be determined as if the salary sacrifice had not been entered into.

21 SUPERANNUATION

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

21.2 Where employer contributions are paid to an accumulation superannuation fund, the employer contribution will be 15.4% of Ordinary Time Earnings (OTE), as defined by the *Superannuation Guarantee (Administration) Act 1992*.

21.3 The employer contribution will not be reduced by any other contribution made through salary sacrifice arrangements. The clause does not apply where a superannuation fund cannot accept employer superannuation contributions (e.g., for people aged over 75).

21.4 Employer superannuation contributions will not be paid on behalf of employees during periods of unpaid leave that do not count as service, unless otherwise required under legislation.

21.5 Notwithstanding that contributions may not legally be required to be made under the provision of any applicable superannuation legislation, regulations or scheme rules, employer contributions will be paid during periods of paid and unpaid parental leave (including maternity, parental, adoption and foster care leave) for periods of leave to a maximum of 52 weeks for employees who are PSSap members or members of other accumulation funds as a result of exercising superannuation choice.

21.6 The employer contributions paid during unpaid leave under clause 21.5 will be calculated as if the leave was paid leave.

Part E Allowances and Expenses

22 DOMESTIC TRAVEL

- 22.1 Economy class travel will normally be used where an employee is required to travel by air on official business, except where the Director determines otherwise for reasons of, but not limited to, employee health or disability, distance travelled and time changes involved.
- 22.2 The Institute will provide Cabcharge or similar facilities for business-related ground transport.
- 22.3 In the interests of safety, an employee who is required to work beyond 8.00 pm, and who does not have their own transport, will be given paid access to a taxi for their trip home.

23 DOMESTIC TRAVEL EXPENSES

- 23.1 An employee who is required to be absent overnight from their usual place of work on official business within Australia will have costs of approved hotel/motel accommodation met by the Institute.
- 23.2 Where an employee is absent overnight on official business and does not stay in approved accommodation, a non-acquittable allowance of \$40.00 will be paid.
- 23.3 Where an employee undertakes overnight travel on official business within Australia away from their usual place of work and:
- (a) is absent for one or more meal periods; and
 - (b) has not been provided with a meal at the expense of the Institute (including where meals are provided as part of a training course or conference);

the employee is entitled to receive a non-acquittable meal allowance as specified in the table below, or to have their costs, up to the limits below, covered in another form, such as through the provision of a corporate credit card for travel expenses.

	On Commencement of Agreement (3% Increase)	From 12 months after Commencement (3% Increase)
Breakfast	\$19.05	\$19.60
Lunch	\$25.75	\$26.50
Dinner	\$38.10	\$39.25
Incidentals	\$25.75	\$26.50

- 23.4 Where the Director is satisfied that the allowance is insufficient, an alternative amount equal to reasonable expenses incurred may be paid.

24 PART-DAY DOMESTIC TRAVEL ALLOWANCE

- 24.1 An employee who is required to be absent from their usual place of work on official business within Australia for a period longer than 10 hours, but is not absent overnight, will be paid an allowance of \$41.20, increasing to \$42.44 12 months after commencement of the Agreement.
- 24.2 The payment of this allowance will be made through the salaries payment system.

25 OVERSEAS TRAVEL

- 25.1 Where an employee is required to travel overseas on official business, he or she will be:

- (a) reimbursed for costs associated with preparations for overseas travel, including passport, visas, inoculations, etc. that are considered by the Director to be reasonable;
- (b) eligible to travel at the relevant class of air travel set out in clause 22.1;
- (c) provided with a corporate credit card to meet acquittable costs, e.g., accommodation and any unforeseen work-related expenses, where these expenses cannot be directly billed to the Institute; and
- (d) paid an Overseas Travelling Allowance for meals and incidental expenses, as per the Institute's Travel Policy.

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

26 AIRLINE LOUNGE CLUB MEMBERSHIP

26.1 Airline lounge club membership will be provided by the Institute to employees who are likely to be travelling regularly on official business by air—a minimum of eight domestic return trips (i.e., 16 sectors) or four international return flights annually.

26.2 Where an employee has paid for their own airline lounge club membership and later meets the requirements of clause 26.1, the Institute may reimburse the employee for some or all of the cost of that membership.

27 MOTOR VEHICLE ALLOWANCE

27.1 A manager or delegate may authorise an employee to use a private vehicle, owned or hired by the employee at the employee's expense, for official purposes, where the manager or delegate considers that it will result in greater efficiency or involve less expense for the Institute.

27.2 Authorised employees will receive a motor vehicle allowance at the per kilometre rate set by the ATO, currently 66 cents per kilometre. The allowance shall not exceed the amount that would have been payable to otherwise transport the employee by the most efficient means.

28 OVERTIME MEAL ALLOWANCE

28.1 An employee who works approved overtime after the end of ordinary duty for the day, or on a weekend or public holiday, to the completion of or beyond a meal period, without a break for a meal, will be paid a meal allowance in addition to any overtime as follows:

On Commencement of Agreement (3% Increase)	From 12 months after Commencement (3% Increase)
\$25.75	\$26.50

28.2 A meal period will mean the following periods: 7.00 am to 9.00 am; 12 noon to 2.00 pm; 6.00 pm to 7.00 pm; and midnight to 1.00 am.

29 VOLUNTEER ALLOWANCES

29.1 Where an employee is selected to perform the role of First Aid Officer and he or she possesses a current first aid certificate and continuing ability commensurate with that qualification, the Director may assign incidental first aid responsibilities to the employee.

29.2 The Institute will try to ensure that there are two appropriately qualified staff available to undertake the responsibilities of First Aid Officers.

- 29.3 Employees appointed as First Aid Officers, Harassment Contact Officers, Health and Safety Representatives or Fire Wardens will be paid a fortnightly allowance for performance of these roles.
- 29.4 Where the Health and Safety Representative is on leave, other than long service leave, for a period in excess of ten working days, payment of the allowance will be suspended and paid to the Deputy Health and Safety Representative for the duration of the leave.
- 29.5 An employee will only be eligible to receive one allowance under clause 29. Where an employee holds more than one volunteer position, they will be entitled to receive the higher allowance.

29.6 The applicable fortnightly volunteer allowances are as follows:

	On Commencement of Agreement (3% Increase)	From 12 months after Commencement (3% Increase)
First Aid Officer	\$25.75	\$26.50
Harassment Contact Officer	\$12.35	\$12.75
Health and Safety Representative	\$12.35	\$12.75
Fire Warden	\$12.35	\$12.75

30 RELOCATION ASSISTANCE

- 30.1 Employees who are engaged on an ongoing basis, or for a specified term of 12 months or more, who have been moved, redeployed or promoted to the Institute from a different geographic location within Australia will receive the following forms of assistance where applicable:
- (a) payment or reimbursement of reasonable transport and removal costs (as determined by the Director);
 - (b) reimbursement or payment of reasonable temporary accommodation costs (as determined by the Director); and
 - (c) in circumstances where the period of assignment is not less than 12 months, reimbursement of other expenses up to \$1000 (as determined by the Director).

31 PROMOTING GOOD HEALTH

- 31.1 The Institute recognises that employees who are in good health are likely to be more productive in the workplace.
- 31.2 To assist in the promotion of good health, the Institute will reimburse up to \$299 each calendar year for the cost of an eligible employee's participation in appropriate health promotion activities.
- 31.3 Health promotion activities eligible for reimbursement are detailed in the Institute's Health Promotion Policy.
- 31.4 Ongoing employees and non-ongoing employees with continuous service of at least six months are eligible to receive the health promotion allowance.
- 31.5 Further information is available in the Institute's Health Promotion Policy.

32 LOSS, DAMAGE AND INDEMNITY

- 32.1 The Director may reimburse an employee for loss or damage to clothing or personal effects that occurs in the course of his or her work.

Part F Hours of Duty and Flexible Working Arrangements

33 FLEXIBLE WORK PATTERNS

- 33.1 These provisions will enable employees and their managers to cooperatively design flexible attendance arrangements in accordance with the employee's individual performance and personal needs and the Institute's operational requirements.
- 33.2 Managers have a responsibility to minimise the extent to which employees work excessive hours. Strategies to reduce the need to work excessive hours will be approached on a consultative basis and include planning for and regularly reviewing workloads, priorities, work practices and monitoring the number of hours worked.
- 33.3 Remuneration for employees at the Executive Levels reflects that hours of work for this group are not regular or limited for the purposes of overtime and ordinary duty.
- 33.4 Where operational requirements are such that Executive Level employees must work additional hours, the relevant manager may approve appropriate time off in lieu (TOIL). It is desirable that discussions take place to enable employees to access time off in lieu as soon as possible, subject to operational requirements. Reasonable time off for Executive Level employees is not on an hour-for-hour basis, but these arrangements are intended to provide Executive Level employees with fair and reasonable access to time off.
- 33.5 These provisions take effect from the beginning of the first settlement period after the Commencement Date of this Agreement.

Ordinary Hours

- 33.6 Ordinary hours of work for a full-time employee are 37 hours and 30 minutes per week and 7 hours and 30 minutes per day. This is a total of 150 hours per four-week settlement period.
- 33.7 For part-time employees, ordinary hours are the hours and days included in the employee's part-time work agreement.
- 33.8 The pattern of hours by which an employee meets their ordinary hours of duty will be determined by the relevant manager in consultation with the employee, with regard to the operational needs of the Institute and the personal circumstances of the employee.
- 33.9 Leave, other than long service leave, will be deducted on the basis of the employee's ordinary hours.
- 33.10 Where an employee works for part of a day and applies for leave, other than long service leave, for the remainder of that day, the total of hours of work and leave may not exceed 7 hours and 30 minutes. For example, if an employee has worked for 4 hours on a day, a maximum of 3 hours and 30 minutes leave can be approved for the remainder of that day.

Standard Hours

- 33.11 The standard attendance hours are 7 hours and 30 minutes, from 8.30 am to 12.30 pm and 1.30 pm to 5.00 pm, Monday to Friday.

Bandwidth

- 33.12 The bandwidth is the timeframe in which an employee's ordinary hours are worked. The bandwidth is 7.00 am to 7.00 pm, Monday to Friday.

34 FLEXTIME

- 34.1 Flextime applies to all full-time and part-time employees at APS 1–6 classification levels.
- 34.2 Flextime is a system enabling employees to flexibly manage their attendance at work by averaging their ordinary hours over a settlement period subject to the provisions of this Agreement.
- 34.3 The Institute’s settlement period is four weeks.

Recording Flextime

- 34.4 Employees covered by flextime arrangements will each day record their actual time of commencement and cessation of duty, any breaks and leave absences on an approved timesheet.

Working Flextime

- 34.5 Employees shall not work more than ten hours in any one day and must not work more than five hours without a meal break of at least thirty minutes.
- 34.6 An employee, other than an Executive Level employee, may choose to work more than their ordinary hours in any single day but will not be compelled to work outside the bandwidth hours without recompense for approved overtime in accordance with clause 36.1.
- 34.7 Work performed outside ordinary hours but within bandwidth hours will accrue as flextime.
- 34.8 Where there is insufficient work, a manager may require an employee not to work hours in addition to their ordinary hours.

Taking Flex Leave

- 34.9 Flex leave is where an employee works less than their ordinary hours on any day and is not on another form of leave.
- 34.10 Prior approval and reasonable notice is required, where practicable in writing, for any flex leave of a day or more or for part days where predetermined operational requirements would be affected.
- 34.11 The manager will consider operational requirements and the needs of employees when determining whether or not to approve flex leave.
- 34.12 Employees may utilise up to five days of consecutive flex leave.

Managing Flex Credits and Debits

- 34.13 It is the responsibility of employees and managers to take positive steps to allow flex leave to be taken. A flex credit is the accumulation of flextime worked in excess of ordinary hours. A flex credit of up to 25% of ordinary hours (pro rata for part-time) in a settlement period is an acceptable credit and may be carried over indefinitely.
- 34.14 Where an employee has in excess of 25% of ordinary hours of flex credit at the end of the settlement period, the employee must reduce the flex credit to 25% of ordinary hours or below during the next settlement period. Where flex leave is not approved due to operational requirements and as a consequence, the employee’s flex credits remain above 25% of ordinary hours, the Director may determine a longer period for the employee to reduce the flex credit.
- 34.15 A flex debit occurs when the time worked is less than the ordinary hours. A flex debit of up to 15% of ordinary hours in a settlement period is an acceptable debit and may be carried indefinitely.

- 34.16 The method of clearing any debit in excess of 15% of ordinary hours may include the working of additional hours or the use of leave without pay, and will be determined in consultation with the employee. Where it is not possible to clear the debit within the next settlement period because of personal circumstances, such as sickness or other approved leave, a debit may be carried into a subsequent settlement period.

35 REVERSION TO STANDARD HOURS

Operational Requirements

- 35.1 A manager may, where it is necessary to do so because of essential work requirements, cause an employee or group of employees to revert to standard hours for a period or to enter into a local agreement to temporarily vary the existing flextime arrangements.
- 35.2 Where flextime arrangements no longer apply due to work requirements, employees will work their ordinary hours during bandwidth hours as determined by their manager in consultation with the employees.

Compliance Requirements

- 35.3 A manager may, where it is reasonable to do so because an employee has failed to comply with the provisions of flextime, remove that employee from flextime for a specified period.
- 35.4 Where flextime arrangements no longer apply due to employee non-compliance, employees will work standard hours (7 hours 30 minutes) unless otherwise agreed with the employee's manager.
- 35.5 Prior to removal of flextime, the employee will have the right of review of the decision by the Director.
- 35.6 Prior to an employee's cessation of employment with the Institute, managers and employees should take all reasonable steps to balance flex credits or debits.
- (a) Where any flex credits are outstanding at cessation of employment, these will be paid to the employee at ordinary rates.
 - (b) Where any flex debits are outstanding at cessation of employment, these will be recovered from the separation payment at ordinary rates.

36 OVERTIME AND TIME OFF IN LIEU (APS 1–6 EMPLOYEES)

Definition

- 36.1 For full-time employees other than those at the Executive Level (or equivalents), overtime is work performed at the direction or with the approval of the Director or delegate that is:
- (a) in addition to ordinary hours and falls outside of the bandwidth hours specified in clause 33.12;
 - (b) on a public holiday (clause 44); or
 - (c) in excess of 10 hours on any one day.
- 36.2 For part-time employees other than at the Executive Level (or equivalent), overtime is work performed at the direction of management that is not continuous with the employee's ordinary hours of work, and/or is beyond the total ordinary hours of work over the settlement period (four weeks) specified in the employee's part-time work agreement.

Notification

- 36.3 Overtime is to be worked by prior written direction, or if circumstances do not permit prior written direction, verbal approval can be given with subsequent approval in writing. Overtime can only be approved by the Director or delegate.
- 36.4 The manager will give reasonable notice about the requirement to work overtime.

Recompense: TOIL

- 36.5 Time off in lieu is the standard form of recompense for overtime.
- 36.6 Where overtime is worked, time off in lieu is calculated at the following rates:
- (a) Monday to Saturday: time and one half for the first three hours and double time thereafter;
 - (b) Sunday: double time; and
 - (c) public holiday: double time and a half.

Recompense: Payment

- 36.7 Full-time employees other than those at the Executive Level (or equivalents) may be considered for payment of overtime subject to the provisions of this section.
- 36.8 Payment for overtime will be considered if:
- (a) requested by the employee; or
 - (b) in special circumstances, e.g., where it is unlikely that an employee will be able, or has been unable, to take TOIL within three months of the overtime having been worked.
- 36.9 Payment for overtime must be authorised by the Director or delegate in advance of the work being undertaken except where the employee has been unable to take TOIL within three months of the overtime being worked.
- 36.10 The Institute will reimburse employees for child care and other family care arrangements made necessary as a result of travelling or working overtime with less than 48 hours notice.
- 36.11 The Director or delegate may authorise reimbursement for costs incurred directly as a result of having to work overtime, with appropriate supporting documentation.
- 36.12 Where payment for overtime is authorised, the payment will be calculated using the rates set out in Appendix A.
- 36.13 Payment for non-continuous overtime will include payment for travelling time considered reasonable by the Director and there is no minimum payment.
- 36.14 For the purposes of determining whether an overtime attendance is or is not continuous with ordinary hours, or is or is not separate from other duty, meal periods will be disregarded.
- 36.15 Where practicable, payment of overtime is to be made no later than the following payday.

37 TIME OFF IN LIEU (EXECUTIVE LEVEL EMPLOYEES)

- 37.1 Managers of Executive level staff will cooperate to ensure that, at times when heavy workloads have been experienced, Executive Level staff take reasonable time off in lieu, without deduction from leave credits. Reasonable time off for Executive Level employees is not on an hour-for-hour basis, but these arrangements are intended to provide Executive Level employees with fair and reasonable access to time off.
- 37.2 Payment will not be made to Executive Level staff for time off in lieu or overtime.

38 REST BREAK

- 38.1 An employee who works so much overtime as to have not had at least eight consecutive hours off duty plus reasonable travelling time:
- (a) between the termination of ordinary duty on any day or shift and the commencement of ordinary work on the next day or shift; or
 - (b) on a Saturday, Sunday or a public holiday, not being a regular working day; or
 - (c) on a rostered day off, in the 24 hours preceding commencing time on the employee's next regular day or shift;
- will be granted time off.
- 38.2 Where the provisions of rest break apply, an employee will be allowed to leave work after such overtime for a period of eight consecutive hours off duty, plus reasonable travelling time as determined by the Director, and will suffer no loss of pay for regular working time occurring during the employee's absence.

39 EMERGENCY DUTY

- 39.1 Where an employee is called on duty to meet an emergency at a time when the employee would not ordinarily have been on duty, and no notice of such a call was given to the employee prior to ceasing regular work, the employee will be paid for such emergency duty at the rate of double time.
- 39.2 The time for which payment will be made will include time necessarily spent in travelling to and from duty.
- 39.3 The minimum payment under this subclause will be two hours at double time.
- 39.4 Emergency duty payments will only be made to Executive Level employees in exceptional circumstances.

40 TRAVELLING TIME

- 40.1 Where an APS 1-6 employee is required to travel for the purposes of work, and travel commences or concludes outside the bandwidth hours, the time spent travelling can be claimed as time off in lieu on a one-for-one basis. Generally, the time off in lieu claim will match the claim for travel allowance in respect of the day of departure and day of return.
- 40.2 Time off in lieu is to be taken as soon as practicable following the conclusion of travel to ensure that the employee is adequately rested before recommencing duty. Time off in lieu should not be used to accumulate flextime or leave.
- 40.3 This clause complements flextime provisions but works to the exclusion of overtime provisions.
- 40.4 The provisions of clause 37 will apply to travelling time for Executive Level employees.

41 FLEXIBLE WORKING ARRANGEMENTS

- 41.1 An employee who is a parent, or has responsibility for the care of a child who is of school age or younger or a child under 18 who has a disability, or an employee who is a carer (within the meaning of the *Carer Recognition Act 2010*), may request flexible working arrangements, including part-time hours. The employee is not eligible to make this request unless they have completed at least 12 months of continuous qualifying service, but the Director may waive this requirement in exceptional circumstances.
- 41.2 In addition to the provisions of clause 41.1, an employee returning from maternity, adoption or long-term foster leave will be entitled to access part-time employment for a period of up to two years.

- 41.3 A casual employee engaged for irregular or intermittent duties may only request flexible work arrangements if the employee:
- (a) is a long-term casual employee (as defined at s12 of the *Fair Work Act 2009*) immediately before making the request; and
 - (b) has a reasonable expectation of continuing employment on a regular and systematic basis.
- 41.4 A request made in accordance with clause 41.1 must be in writing and set out details of the change sought and the reasons for the change. The Director will respond in writing to the request within 21 days and will only refuse on reasonable business grounds. Where the request is refused, the response will include reasons for the refusal.

42 PART-TIME WORK

- 42.1 The ordinary weekly hours for part-time employees can be any number of hours less than 37 hours 30 minutes.
- 42.2 The minimum number of hours for any one attendance is two hours.

Employee-Initiated Part-Time Work

- 42.3 The Director will not unreasonably oppose applications from full-time employees to convert to part-time work arrangements.
- 42.4 Part-time work arrangements will be set out in a part-time work agreement, which will include the employee's ordinary hours, the duration of the agreement, and details of any specific arrangements that are necessary to facilitate the part-time work.
- 42.5 At the end of the part-time work agreement, the employee can either return to full-time employment or apply for a further period of part-time work.

Part-Time Work: General Matters

- 42.6 Requests for part-time work will be considered in accordance with the employee's individual performance, personal needs and operational requirements.
- 42.7 Ordinary hours included in part-time work agreements must be within the bandwidth specified in clause 33.12.
- 42.8 There is no limit to the duration of a part-time work agreement.
- 42.9 The terms of a part-time work agreement can be varied at any time by agreement between the employee and the Director. This includes reversion or conversion to full-time arrangements before the originally agreed date.
- 42.10 Part-time work agreements may be reviewed by the manager at any time where operational requirements might significantly affect the viability of the agreement or where requested by the employee.
- 42.11 Part-time hours can be varied on a short-term basis to facilitate access to training or other developmental opportunities.
- 42.12 Leave will be accrued on a pro rata basis for part-time employees.

43 HOME-BASED WORK

- 43.1 An employee cannot be compelled to work from home.
- 43.2 Requests for home-based work will be considered in accordance with the employee's individual performance, personal needs and operational requirements.

- 43.3 Further information about home-based work is available in the Institute's Working from Home Policy.
- 43.4 A manager may approve a request from an employee to work from home occasionally for a short period and that approval will cover the employee's absence from their usual workplace.

44 PUBLIC HOLIDAYS

- 44.1 Employees will be entitled to the following public holidays:
- (a) New Year's Day (1 January);
 - (b) Australia Day (26 January);
 - (c) Good Friday;
 - (d) Easter Monday;
 - (e) Anzac Day (25 April);
 - (f) The Queen's Birthday holiday (on the day on which it is celebrated in a state or territory or a region of a state or territory);
 - (g) Christmas Day (25 December);
 - (h) Boxing Day (26 December); and
 - (i) Any other day, or part-day, declared or prescribed by or under a law of a State or Territory to be observed generally within the state or territory, or a region of the state or territory, as a public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the Fair Work regulations from counting as a public holiday.
- 44.2 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.
- 44.3 The Director and an employee may agree on the substitution of a day or part-day that would otherwise be a public holiday, having regard to operational requirements.
- 44.4 An employee who is absent on a day or part-day that is a public holiday in the place where the employee is based for work purposes, is entitled to be paid for the part- or full-day absence as if that day or part-day was not a public holiday, except where that person would not normally have worked on that day.
- 44.5 Where a public holiday falls during a period when an employee is absent on leave (other than annual or paid personal leave), there is no entitlement to receive payment as a public holiday. Payment for that day would be in accordance with the entitlement for that form of leave (e.g., if on long service leave on half pay, payment is on half pay).

45 CHRISTMAS CLOSEDOWN

- 45.1 The Institute will close its normal operations from close of business on the last working day before Christmas, with business resuming on the first working day after New Year's Day.
- 45.2 Employees will be provided with time off for the working days between Christmas and New Year's Day and will be paid in accordance with their ordinary hours of work.
- 45.3 Where an employee is absent on leave, payment for the Christmas Closedown provision will be in accordance with the entitlement for that form of leave, (e.g., if on long service leave on half pay, payment is on half pay).
- 45.4 There will be no deduction from annual or personal leave credits for the Closedown days.
- 45.5 Where an employee is directed to work or be available for work on any of the days covered by clause 45.2 in order to meet unavoidable business requirements, those days will be treated as a Sunday for the purposes of the overtime and restriction provisions of this Agreement.
- 45.6 Executive Level staff directed to work on any of the days covered by clause 45.2 will be eligible for time off in lieu in accordance with the provisions of clause 37.

Part G Leave

46 PORTABILITY OF LEAVE

- 46.1 Where an employee moves from another agency where they were an ongoing APS employee (including on promotion or for an agreed period), the employee's unused accrued annual leave and personal leave (however described) will be recognised, provided there is no break in continuity of service.
- 46.2 Where an employee is engaged as either an ongoing or non-ongoing APS employee 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 leave (however described) will be recognised.

47 NOTIFICATION OF ABSENCE

- 47.1 Generally, employees must obtain prior approval for all leave and provide reasonable notice of the intended period of leave.
- 47.2 If an employee is unexpectedly unable to attend work, the employee or his or her representative should make a reasonable effort to notify the relevant manager (or if unavailable, an alternative senior employee or manager) before 9:30 am.

48 PAYMENT FOR LEAVE

- 48.1 Periods of approved paid leave will be paid based on the ordinary hours applicable to the employee.

49 PERSONAL LEAVE

- 49.1 The Institute recognises that employees will need time away from work because of personal illness or injury or to care for a family member.

Entitlement

- 49.2 Personal leave accrues at a rate of 20 days per year of service for full-time employees, and pro rata for part-time employees.
- 49.3 Personal leave credits will be debited for all absences on approved personal leave.

Method of Accrual

- 49.4 Personal leave credits accrue progressively based on the employee's ordinary hours, and accumulates from year to year.
- 49.5 Where an employee does not have sufficient accrued personal leave to cover an absence, the Director may grant unpaid personal leave.
- 49.6 In exceptional circumstances, where an employee does not have sufficient accrued personal leave to cover an absence, the Director may allow a negative personal leave balance of up to five days or grant miscellaneous leave in accordance with clause 55.

Management of Leave

- 49.7 An employee is entitled to paid personal leave for an absence:
- (a) for personal illness or injury; or
 - (b) to care for a family member or member of the employee's household who is ill or injured and for whom the employee has caring responsibility; or
 - (c) for other emergency reasons considered appropriate; or

(d) to spend time with a child if the employee is a supporting partner, in accordance with clause 59.12.

49.8 Personal leave must not be used for the purpose of clause 49.7(c) or (d) if it would be detrimental to an employee in any respect, when compared to the National Employment Standards under the *Fair Work Act 2009*.

49.9 Leave under this provision cannot be granted in relation to an illness or injury that has been recognised for the purposes of the *Safety, Rehabilitation and Compensation Act 1988*.

Applications

49.10 An employee who wants personal leave must advise their manager, in addition to the requirements of clause 47, of:

- (a) the category of personal leave being requested; and
- (b) the expected length of the absence.

Evidence

49.11 In respect of an application for personal leave for a period of three consecutive days or longer, the employee is required to supply his or her manager with documentary evidence to support the application.

49.12 The manager may treat an absence of an employee as leave without pay if the employee:

- (a) falsely claims personal leave for the absence; or
- (b) does not comply with clauses 49.10 or 49.11 in relation to the absence.

49.13 Leave without pay under clause 49.12 does not count as service for any purpose.

Review

49.14 If an employee is absent on long-term personal leave through illness or injury, the manager will regularly:

- (a) review the leave and the reasons for it; and
- (b) consider whether the employee:
 - (i) can return to work for normal or alternative duties; or
 - (ii) should have a graduated return-to-work program developed.

Limitations

49.15 There is no limit to the maximum continuous amount of paid personal leave that may be granted subject to available credits, acceptable evidence and, if required, the opinion of a medical practitioner nominated by the Director.

49.16 Any continuous periods of unpaid personal leave in excess of 78 weeks of continued absence will not count as service, except as otherwise required by legislation. The treatment of unpaid personal leave for long service leave purposes will be as set out in the *Long Service Leave (Commonwealth Employees) Act 1976*.

49.17 An employee may be granted, at their request, annual or long service leave where the employee:

- (a) has been on an extended period of continuous personal leave for 78 weeks or more; and
- (b) has exhausted all paid personal leave credits; and
- (c) they have been assessed by a medical officer nominated by the Director.

- 49.18 The grant of leave under clause 49.17 does not break continuity for the purpose of determining the continuous period of personal leave in clause 49.16.
- 49.19 Paid war service sick leave or compensation leave granted during a continuous absence on sick leave does not break continuity for calculating the continuous period of personal leave in clause 49.16, and does not count toward the 78-week period of continuous absence.

50 COMPASSIONATE AND BEREAVEMENT LEAVE

- 50.1 An employee, other than a casual employee, may take three days of paid compassionate leave or bereavement leave each time a member of the employee's family or household (as defined in this Agreement) or a person with whom the employee has a close personal relationship (as determined by the Director) contracts or develops a personal illness that poses a serious threat to his or her life, sustains a personal injury that poses a serious threat to his or her life, or dies.
- 50.2 Casual employees may take three days of unpaid compassionate leave or bereavement leave for each eligible occasion.
- 50.3 Paid compassionate and bereavement leave will count as service for all purposes.

51 ANNUAL LEAVE

Entitlement

- 51.1 Employees are entitled to an annual leave credit of 20 days per year of service. Annual leave credits accrue progressively.
- 51.2 Part-time employees accrue 20 days of annual leave per year of service calculated on a pro rata basis.
- 51.3 Unused accrued annual leave is paid in lieu on separation from the Institute.

Management of Leave

- 51.4 The taking of annual leave is subject to the approval of the Director or delegate, and the employee having available credits. Approval of annual leave will not be unreasonably withheld.
- 51.5 The accrual of annual leave will be monitored through a reporting system, which will advise employees and managers when an employee's annual leave entitlements reach 40 days.
- 51.6 Where an employee has accrued 40 days of annual leave, the manager and employee will work together to ensure the employee has access to and takes at least 10 days of annual leave within the following six-month period. A manager will approve applications in these circumstances unless there are significant operational requirements that cannot otherwise be met.
- 51.7 Where an employee has not reduced their leave credit in accordance with clause 51.6 and has accrued more than 50 days of annual leave, the Director may direct the employee to take such annual leave as is necessary to reduce the employee's leave credits to 30 days, or to such other credit as directed.
- 51.8 An employee who is on other forms of paid leave, which prevents the taking of annual leave in accordance with clause 51.7, will continue to accrue annual leave. On resuming duty, such an employee will be required to discuss with their manager the taking of annual leave to reduce their credit to 30 days within the next six months. Annual leave will continue to accrue during this six-month period.
- 51.9 Absence on annual leave counts as service for all purposes.

Payment

- 51.10 Employees will have the option of taking annual leave at half pay to enable them to take twice the period of leave.
- 51.11 Where any designated public holiday for which the employee is entitled to payment occurs during any period of annual leave, the period of the holiday is not deducted from the annual leave entitlement.

52 CASH OUT OF ANNUAL LEAVE

- 52.1 The Director may approve a request in writing from an employee to cash out an amount of their annual leave, provided that:
- (a) the employee has at least an accrued entitlement to paid annual leave of not less than four weeks *after* the cashing out amount;
 - (b) each cashing out of a particular amount of annual leave is a separate agreement in writing between the employee and the Director; and
 - (c) the employee has taken a period of no less than two weeks of annual leave over the preceding 12-month period.
- 52.2 Payment for the leave will be calculated as if the employee had taken the annual leave at the time of the cash out.

53 PURCHASED LEAVE

- 53.1 With the approval of the Director, employees may purchase leave of between one and eight weeks in a 12-month period.
- 53.2 Requests for purchased leave will be considered in accordance with the employee's individual performance, personal needs and operational requirements.
- 53.3 Purchased leave is deducted from the employee's fortnightly salary in equal instalments over the course of the year, or other lesser period.
- 53.4 Requests to purchase leave must outline when the employee intends to use the purchased leave. Following approval of the request to purchase leave, the employee must submit a leave application for each period of leave to be taken.
- 53.5 The minimum period of purchased leave that can be taken at any time is one day.
- 53.6 Where an employee is absent on purchased leave, payment will be at the rate of salary at the time the leave is taken.
- 53.7 At the end of the period of salary deductions, a reconciliation of the employee's purchased leave will be conducted to ensure that the deductions were equal to the value of the leave taken. The reconciliation will take account of any salary changes during the period, including salary increases or advancements, periods of temporary assignment, and promotions.
- 53.8 If the reconciliation in accordance with clause 53.7 results in a difference between the amount deducted and the value of the leave, the employee will be required to make additional payments or will receive reimbursement as applicable.
- 53.9 If an employee is required to make additional payments in accordance with clause 53.8, an appropriate schedule of payments will be agreed with the employee. In the absence of agreement, the Director will determine a schedule of payments having regard to the payments previously deducted for purchased leave purposes.
- 53.10 An employee may request a review of his or her purchased leave deductions as per clause 53.3, following a change in salary.

53.11 An employee may elect to cease a purchased leave arrangement at any time during the 12-month purchased leave period. If an employee elects to cease a purchased leave arrangement, the reconciliation, repayment and reimbursement provisions of clauses 53.7 to 53.9 will continue to apply.

53.12 Where an employee ceases employment, purchased leave deductions and takings will be reconciled and any final salary payment or payment in lieu of leave due to the employee will be adjusted to take account of remaining purchased leave deductions or reimbursement as applicable.

54 LEAVE FOR ADF RESERVE AND CONTINUOUS FULL-TIME SERVICE OR CADET FORCE OBLIGATIONS

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

Note: An employee is entitled to be absent to render Reserve Service in accordance with the Defence Reserve Service (Protection) Act 2001.

54.2 An employee is entitled to leave with pay for up to four weeks during each financial year for the purpose of fulfilling service in the ADF Reserve. These purposes include training and operational duty as required.

54.3 During the employee's first year of ADF Reserve service, a further two weeks of paid leave may be granted to facilitate participation in additional ADF Reserve training, including induction requirements.

54.4 With the exception of the additional two weeks in the first year of service, leave can be accumulated and taken over a period of two years, to enable the employee to undertake training as a member of the ADF Reserve.

54.5 Employees are not required to pay their tax-free ADF Reserve salary to the Institute in any circumstances.

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

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

54.8 Employees are to notify supervisors at the earliest opportunity once the dates for ADF Reserve, CFTS or Cadet Force activities are known and/or changed.

55 MISCELLANEOUS LEAVE

55.1 The purpose of miscellaneous leave is to increase flexibility for the Institute and its employees in relation to approved absences not covered by other leave types in this Agreement.

55.2 Miscellaneous Leave may be granted by the Director for a purpose the Director considers reasonable where no other form of leave is available or suitable. Leave may be granted:

- (a) for the period requested or for another period agreed with the employee;
- (b) with or without pay; and
- (c) subject to conditions.

56 COMMUNITY SERVICE (EMERGENCY MANAGEMENT AND JURY SERVICE) LEAVE

- 56.1 In accordance with section 108 of the *Fair Work Act*, leave for participation in voluntary emergency management duties, including training, emergency services responses, reasonable recovery time, and ceremonial duties, will be approved.
- 56.2 The Director or delegate may approve up to five days per calendar year of paid leave for voluntary emergency management activities.
- 56.3 The Director or delegate may determine whether any additional leave taken for participation in voluntary emergency management activities will be with or without pay.
- 56.4 An employee will continue to be paid for any period of jury service, but will be required to pay to the Institute any amount of jury service pay received by the employee.
- 56.5 Leave under clause 56.1, 56.2, 56.3 and 56.4 may be subject to the production of appropriate evidence.

57 CULTURAL AND CEREMONIAL LEAVE FOR ABORIGINAL AND TORRES STRAIT ISLANDER EMPLOYEES

- 57.1 The Institute is committed to the employment of Aboriginal and Torres Strait Islander people and recognises the traditional roles and obligations placed on them to participate in cultural and ceremonial activities.
- 57.2 To enable Aboriginal and Torres Strait Islander employees to meet these obligations, they may access, subject to Director or delegate approval, up to a total of three days of leave with pay each calendar year to participate in NAIDOC Week activities or other cultural or ceremonial events.

58 LONG SERVICE LEAVE

- 58.1 The entitlement to employees is covered by the *Long Service Leave (Commonwealth Employees) Act 1976*.
- 58.2 Eligible employees may access long service leave for a minimum period of seven calendar days at any one time when taken at full pay and 14 calendar days when taken at half pay.
- 58.3 Long service leave cannot be broken by other forms of leave unless required by legislation.

59 PARENTAL AND MATERNITY LEAVE

Parental Leave

- 59.1 An employee is entitled to unpaid parental leave in accordance with this clause where they have completed 12 months of continuous service with the APS and has responsibility for the care of a new born child of the employee or adopts a child or accepts a child for long-term fostering.
- 59.2 Employees are entitled to take up to 52 weeks of unpaid parental leave, less any periods of paid maternity and parental leave types taken.
- 59.3 Parental leave must be taken in a single continuous period, subject to the NES provisions regarding concurrent leave with the employee's partner during the first 8 weeks.
- 59.4 Parental leave is inclusive of public holidays and will not be extended because a public holiday or Christmas Closedown falls during a period of paid or unpaid maternity or parental leave.

- 59.5 Unpaid parental leave does not prevent an employee from taking any other kind of paid leave while he or she is taking unpaid parental leave (excluding the taking of personal/carer's leave or compassionate and community service leave).
- 59.6 Where an employee takes another kind of paid leave while on unpaid parental leave, the taking of such leave will not break the continuity of parental leave and will not extend the 52 weeks of parental leave.
- 59.7 An employee entitled to a period of parental leave may apply for a further period of parental leave up to a maximum of a further 52 weeks (104 weeks in total). The second period of unpaid leave is to commence immediately following the initial 52 week leave period.
- 59.8 A period of unpaid parental leave does not count as service for any purpose.

Supporting Partner Leave

- 59.9 An employee who is a parent but not the primary caregiver of a dependent child will be entitled to four weeks of paid supporting partner leave, which must be taken within 12 months, or another period as agreed with the Director, following the birth, adoption or fostering of a child.
- 59.10 Supporting partner parental leave can be taken concurrently with the primary carer's period of parental leave.
- 59.11 An employee may elect to spread the payment for the four weeks of paid leave over a period of eight weeks. A maximum of four weeks of paid leave will count as service.
- 59.12 Supporting partners may also access up to four weeks of their accrued paid personal/carer's leave credits for the purpose of spending time with the child subject to the leave being taken within twelve months, or another period as agreed with the Director, following the birth, adoption or fostering of the child. Personal/carer's leave must not be used for this purpose if it would be detrimental to an employee in any respect, when compared to the National Employment Standards under the *Fair Work Act 2009*.

Maternity Leave

- 59.13 Eligible employees can access maternity leave in accordance with the *Maternity Leave (Commonwealth Employees) Act 1973* and its attendant regulations.
- 59.14 Institute employees in receipt of paid maternity leave will be entitled to an additional 14 weeks of paid leave, such that the total maximum amount of paid leave is 26 weeks. The additional leave is to be taken continuously with an entitlement to paid maternity leave provided by the *Maternity Leave (Commonwealth Employees) Act 1973*.
- 59.15 Should the *Maternity Leave (Commonwealth Employees) Act 1973* be amended such that the paid leave component equals or exceeds 26 weeks, the entitlement to additional payment under clause 59.14 ceases.
- 59.16 Employees may elect to have their salary payments for the paid leave component provided under clause 59.14 and the *Maternity Leave (Commonwealth Employees) Act 1973* spread over a period of no more than 52 weeks. In this case, employees would receive a reduced payment in respect of each payday falling in both paid and unpaid leave periods.
- 59.17 Periods of full pay leave during maternity leave, including any additional paid leave granted under clause 59.14, will count as service for all purposes. Where an employee elects to spread payments as per clause 59.16, only the paid leave component counts as service for all purposes unless otherwise provided by the *Maternity Leave (Commonwealth Employees) Act 1973*.
- 59.18 Unless otherwise provided for by the *Maternity Leave (Commonwealth Employees) Act 1973*, the first 12 weeks of maternity leave will count as service for all purposes, whether the leave is with pay or without pay. Otherwise, periods of unpaid maternity leave will not count as service for any purpose but do not break an employee's continuity of service.

Adoptive or Long-Term Foster Leave

- 59.19 An eligible employee who adopts a child or accepts a child for long-term fostering is entitled to paid adoptive or long-term foster leave.
- 59.20 For the purposes of clause 59.19, eligibility and continuous service will be as described in the *Maternity Leave (Commonwealth Employees) Act 1973* and its attendant regulations.
- 59.21 For an employee to be eligible for paid adoptive or long-term foster leave, they must be the primary carer of a child for whom they have assumed full responsibility through a formal adoption process or long-term fostering arrangement where the child:
- (a) is under the age of 16 on the day of placement; and
 - (b) has not lived continuously with the employee for a period of six months or more; and
 - (c) is not a child of the employee or their partner (unless the employee has not had care and custody or access for a significant period of time).
- 59.22 The maximum period of adoptive or long-term foster leave that may be taken is 52 weeks. A maximum of 26 weeks will be provided at full pay. Employees may elect to have their salary payments spread over a period of no more than 52 weeks. In this case, employees would receive a reduced payment in respect of each payday falling in both paid and unpaid leave periods.
- 59.23 Periods of full pay leave will count as service for all purposes. Where an employee elects to spread payments as per clause 59.22, only the paid leave component counts as service for any purpose.
- 59.24 Adoptive or long-term foster leave can commence any time from one week prior to the date of placement through to the date of placement of the child with the employee.
- 59.25 An employee planning to formally adopt a child (both primary carer and supporting partner) is eligible for an additional two days of paid pre-adoptive leave to attend interviews or examinations required to secure the adoption of a child. Reasonable notice and evidence is required to support this leave.
- 59.26 Pre-adoptive leave may be taken in two consecutive days or as broken periods.
- 59.27 Adoptive or long-term foster leave and pre-adoptive leave with pay count as service for all purposes.

Return to Work

- 59.28 An employee returning from maternity, adoption or long-term foster leave will be entitled to access part-time employment for a period of up to two years.
- 59.29 Where the returning employee seeks part-time employment, the employee's previous duties will be considered the preferred duties to be undertaken on a part-time basis if they can be accommodated.
- 59.30 On ending maternity, adoption, long-term foster or parental leave, employees have the return to work guarantee and the right to request flexible working arrangements that are provided by the *Fair Work Act 2009*.
- 59.31 On ending maternity, parental, adoption or long-term foster leave, an employee is entitled to return to:
- (a) the employee's pre-parental or pre-maternity leave duties; or
 - (b) if those duties no longer exist, an available position for which the employee is qualified and suited, at the same classification and pay as applied prior to the parental or maternity leave. Where this is not practical, other duties will be sought, with the redeployment, reduction and redundancy provisions applying to any placement.

- 59.32 For the purposes of clause 59.31, ‘duties’ mean those performed:
- (a) if the employee was moved to safe duties because of a pregnancy, immediately before the move; or
 - (b) if the employee began working part-time because of the pregnancy, immediately before the part-time employment began; or
 - (c) otherwise, immediately before the employee commenced maternity or parental leave.

60 WAR SERVICE SICK LEAVE

- 60.1 Employees may be granted war service sick leave only when unfit for duty due to a war-caused condition that has been accepted by the Department of Veterans Affairs within the meaning of the Veteran’s Entitlements Act 1986 or the *Military Rehabilitation and Compensation Act 2004* to be war caused or defence caused.
- 60.2 Eligible employees will accrue a credit of nine weeks of war service sick leave on commencement in the APS, and an annual credit of three weeks for each year of APS service. Unused credits will accumulate to a maximum of nine weeks.

61 LEAVE WITHOUT PAY NOT TO COUNT AS SERVICE

- 61.1 This Section does not apply to long service leave. The treatment of leave without pay for long service leave purposes is as set out in the *Long Service Leave (Commonwealth Employees) Act 1976*.
- 61.2 Unless determined by the Director as being in the interests of the Commonwealth, any period of leave without pay greater than 30 days in a calendar year does not count as service for any purpose.
- 61.3 Unless otherwise provided in this Agreement or required under legislation, where an employee takes a period of paid leave at half pay, the second half of the approved period of leave is considered leave without pay.

62 RECREDITING OF LEAVE

- 62.1 Where an employee meets the requirements for personal/carer’s leave (clause 49), compassionate and bereavement leave (clause 50) or community service leave (clause 56) while on annual leave, long service and purchased leave:
- (a) the employee may apply for personal/carer’s leave, compassionate and bereavement leave or community service leave; and
 - (b) the Director may approve personal/carer’s leave, compassionate and bereavement leave or community service leave where satisfactory medical or other evidence is supplied.
- 62.2 Where leave is approved pursuant to clause 62.1, the annual, purchased or long service leave will be re-credited to the extent of the personal/carer’s leave, compassionate and bereavement leave or community service leave granted.

63 REIMBURSEMENT OF COSTS ON CANCELLATION OF LEAVE

- 63.1 Where an employee has leave cancelled by the Institute or is recalled to duty and will incur additional or unrecoverable costs as a direct result, the Institute will reimburse reasonable costs, as determined by the Director, on submission of proof of expenditure.
- 63.2 An employee will not be entitled to reimbursement under clause 63.1 if the costs incurred are otherwise recoverable.

Part H Performance Development and Review

64 PERFORMANCE DEVELOPMENT AND REVIEW PROGRAM

- 64.1 The Institute is to operate a Performance Development and Review (PDR) program. Details of the operation of the PDR are set out in the Institute's PDR Policy.
- 64.2 The PDR program will operate on a 12-month cycle.
- 64.3 The objectives of the PDR program are to:
- (a) provide employees and managers with a tool for focusing on performance in line with Institute objectives;
 - (b) provide ongoing opportunities to discuss the development needs of the employee in the context of Institute objectives and employee aspirations;
 - (c) provide a basis for salary advancement;
 - (d) contribute to the Institute's management of its workforce; and
 - (e) provide a fair and reasonable mechanism for managing instances of underperformance.

Application of PDR Program

- 64.4 Institute employees on temporary assignment or secondment, and ongoing and non-ongoing employees who join the Institute for six months or longer, will participate in the PDR program.
- 64.5 Irregular and intermittent employees are not required to participate in the PDR.

Individual PDR Plans

- 64.6 The PDR program incorporates an annual Performance Development and Review plan made between each employee and the employee's manager.
- 64.7 The PDR plan sets out the employee's:
- (a) contribution to the Institute's goals and strategic plan;
 - (b) individual responsibilities;
 - (c) contribution to achievement of the team's performance goals; and
 - (d) learning and development plan (as set out in clause 66).
- 64.8 The PDR plan should be a fair and accurate reflection of the performance required at the employee's classification, taking into account the employee's duty statement, level of experience and Work Level Standards.

Performance Reviews

- 64.9 Performance assessments will take place at the mid-point and end point of the PDR cycle.
- 64.10 At the mandatory mid-cycle performance review, each employee's work performance is discussed between the employee and their manager. The mid-cycle review may result in adjustments to the employee's PDR plan, duty statement, or performance management arrangements.
- 64.11 A mid-cycle progress performance review is to be discussed and documented in the PDR plan.

- 64.12 In an end-of-cycle performance review, the employee and manager discuss and document the achievement of set work and objectives and a performance outcome recommendation is made by the manager to the Director or delegate. A manager must not recommend salary advancement or progression beyond a soft barrier unless the employee is performing at a satisfactory level.

Performance Outcome

- 64.13 A performance outcome recommendation made by the manager will enable the Director or delegate to determine:
- (a) salary advancement under clause 10, if applicable;
 - (b) progression beyond a soft barrier under clause 10, if applicable;
 - (c) the need for performance action under clause 65, if applicable.
- 64.14 A performance outcome as listed in option (a) or (b) in clause 64.13 will only be determined on the basis of satisfactory performance. The Director establishes the final performance outcome for each employee based on PDR documentation provided by the Human Resources Manager and senior management advice.
- 64.15 An employee who is not eligible for salary advancement will still be required to participate in the PDR program. While a performance outcome recommendation as listed in option (a) or (b) in clause 64.13 is not required, the employee will be provided with verbal and written feedback on their performance.

Salary Advancement

- 64.16 An employee's performance outcome forms the basis of any salary advancement (clause 10).
- 64.17 Employees on non-ongoing contracts of less than 12 months who participate in the PDR program will not be eligible for salary advancement.
- 64.18 To be eligible for salary advancement, an employee must have been:
- (a) present in the workplace for at least six months of the performance cycle; and
 - (b) at the classification level to which the salary advancement applies for at least six months in the performance cycle.
- 64.19 Where an employee is ineligible for salary advancement due to absence during the performance cycle, the Director has the discretion to decide that the employee will be eligible for salary advancement upon completion of six months in the workplace.

65 MANAGING POOR PERFORMANCE

- 65.1 If, at any time, a manager considers an employee's performance to be below a satisfactory standard, informal action will be initiated to improve the employee's performance. The minimum period for informal action will be 4 weeks.
- 65.2 If:
- (a) an employee's work performance has been below the required standard and informal action to improve an employee's performance to the required standard does not lead to improved performance; or
 - (b) an employee with more than six months of service receives a performance outcome recommending the commencement of performance action;
- formal underperformance action will be instigated.

- 65.3 Formal performance action will be established by a meeting where expected performance standards will be agreed and documented. The expected performance standards will be consistent with the relevant APS Work Level Standard and will have regard to the employee's PDR plan. If agreement on the expected performance standards cannot be reached, the Director will determine the expected performance standards.
- 65.4 The employee will have reasonable notice of this meeting and may, at their request, be represented by a person of their choosing.
- 65.5 A formal Performance Improvement Plan will set out the areas of performance that require improvement, the support or training to be provided to assist in those areas, and the schedule of feedback and assessment against the plan.
- 65.6 The period during which the employee's performance will be formally assessed will be agreed between the employee and manager, or determined by the Director if agreement cannot be reached. The minimum period for formal action will be 4 weeks.
- 65.7 At the end of the formal underperformance process, if the employee's performance has not reached the required standard, the Director may terminate the employment of the employee, or effect the assignment of different duties to the employee, or reduce the employee's salary and/or classification.
- 65.8 The employee will be given seven days notice of the Director's intention to make a decision under clause 65.7 and will have the opportunity to show cause why this action should not be taken. The Director will consider any statement submitted by the employee under this clause.
- 65.9 At the end of the formal underperformance process, if the employee's performance has reached a satisfactory level of performance, the Director may approve a pay point advancement that the employee would otherwise have been entitled to under clause 10 from a time to be determined by the Director.

66 LEARNING AND DEVELOPMENT

- 66.1 The Institute recognises that learning and development can enhance employees' potential to contribute to the Institute's goals and to assist in furthering employees' career aspirations. The Institute is committed to all employees having the opportunity to participate in relevant job-related training and professional development activities.
- 66.2 The Institute will identify training and development needs of employees annually through the Performance Development and Review program.
- 66.3 Individual learning and development plans for new employees must include attendance at a training session on the APS Values and Code of Conduct.
- 66.4 Progress against learning and development plans will be tracked through performance assessment discussions.

67 STUDY ASSISTANCE

- 67.1 The Institute encourages its employees to undertake formal study in fields that link to the achievement of its corporate goals or that meet their career development needs.
- 67.2 Study assistance will be available to eligible employees. Further information is available in the Study Assistance Policy.
- 67.3 Assistance under the Institute's Study Assistance Policy may be provided to an employee to undertake formal courses of study at tertiary and higher education institutions and other vocational education courses, where the study is agreed as part of an employee's individual learning and development plan.

Part I Communication, Consultation, Employee Participation and Representation

68 COMMUNICATION, CONSULTATION AND INTRODUCTION OF CHANGE

- 68.1 The Institute is committed to effective workplace relations that value communication, consultation with employees and their representatives and cooperation and input from employees about matters that affect their workplace, including employment guidelines, procedures and policies. The Institute will allow reasonable time for such consultation and establish ad-hoc committees as necessary. Consultation on major changes affecting the Institute will be in accordance with clause 69.
- 68.2 The Institute recognises the right of employees to choose to be or not to be members of a union, and for union members to have their interests represented by that union or not, as the individual employee chooses, and will not be disadvantaged or discriminated against for doing so.
- 68.3 Employees who undertake corporate support roles, or represent other employees, play an important role in maintaining a positive workplace culture. The Institute recognises that employees perform these roles in addition to their usual job description.

69 DECISIONS ON MAJOR CHANGES AND PROPOSED CHANGES TO REGULAR ROSTERS OR ORDINARY HOURS

- 69.1 This clause applies if the Institute:
- (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
 - (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.
- 69.2 For a major change referred to in clause 69.1:
- (a) the Director must notify the relevant employees of the decision to introduce the major change; and
 - (b) clauses 69.3 to 69.9 apply.
- 69.3 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 69.4 If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the Institute of the identity of the representative; the Institute must recognise the representative.
- 69.5 As soon as practicable after making its decision, the Institute must:
- (a) Discuss with the relevant employees:
 - (i) the introduction of the change;
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the Institute is taking to avert or mitigate the adverse effect of the change on the employees; and
 - (b) for the purposes of the discussion – provide, in writing, to the relevant employees:

- (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.
- 69.6 However, the Institute is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 69.7 The Institute must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 69.8 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 Institute, the requirements set out in clauses 69.2(a), 69.3 and 69.5 are taken not to apply.
- 69.9 In this Section, a major change is *likely to have a significant effect on employees* if it results in:
- (a) the termination of the employment of employees; or
 - (b) major change to the composition, operation or size of the Institute's workforce or to the skills required of employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work;
 - (e) the need to retrain employees;
 - (f) the need to relocate employees to another workplace; and
 - (g) the restructuring of jobs.
- 69.10 For a change referred to in clause 69.1(b):
- (a) the Institute must notify the relevant employees of the proposed change; and
 - (b) clauses 69.11 to 69.15 apply.
- 69.11 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 69.12 If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative; the Institute must recognise the representative.
- 69.13 As soon as practicable after proposing to introduce the change, the Institute must:
- (a) discuss with the relevant employees the introduction of the change; and
 - (b) for the purposes of the discussion – provide to the relevant employees;
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the Institute reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the Institute reasonably believes are likely to affect the employees; and
 - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

- 69.14 However, the Institute is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 69.15 The Institute must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- 69.16 In this Section **relevant employees** means the employees who may be affected by a change referred to in clause 69.1.

70 WORKPLACE RELATIONS COMMITTEE

- 70.1 A Workplace Relations Committee will be convened to represent the collective interests of the Institute's employees and to provide a forum for consultation on workplace matters, including implementation of this Agreement.
- 70.2 The Committee will be chaired by the Director or delegate, and comprise representatives of employees and the Institute.
- 70.3 The Committee will maintain agreed Terms of Reference. As required, from time to time, any changes to the Terms of Reference will be consulted and agreed by the Committee.

71 PROCEDURES FOR PREVENTING AND SETTLING DISPUTES

- 71.1 The objective of these procedures is the avoidance and resolution of any disputes over matters covered by this Agreement and in relation to the National Employment Standards.
- 71.2 If a dispute relates to:
- (a) a matter arising under the agreement; or
 - (b) the National Employment Standards;
- this term sets out procedures to settle the dispute.
- 71.3 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- 71.4 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.
- 71.5 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission.
- 71.6 The Fair Work Commission may deal with the dispute in 2 stages:
- (a) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - (b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.
- Note: If the Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the *Fair Work Act 2009*. A decision that the Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Division 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.
- 71.7 While the parties are trying to resolve the dispute using the procedures in this term:

- (a) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
- (b) an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
 - (i) the work is not safe; or
 - (ii) applicable work health and safety legislation would not permit the work to be performed; or
 - (iii) the work is not appropriate for the employee to perform; or
 - (iv) there are other reasonable grounds for the employee to refuse to comply with the direction.

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

72 WORKPLACE DIVERSITY

72.1 Parties to this Agreement agree that the Institute will continue to implement the Workplace Diversity Program.

73 EMPLOYEE ASSISTANCE PROGRAM

73.1 The Institute is committed to providing its employees with access to confidential professional counselling to assist with work or personal issues through provision of an external Employee Assistance Program (EAP).

73.2 The Institute will ensure that all employees are informed of the EAP and provided with the EAP phone number for direct confidential contact by employees.

74 HEALTH AND SAFETY

74.1 The Institute acknowledges its responsibilities under the *Work Health and Safety Act 2011* and the *Safety, Rehabilitation and Compensation Act 1988* and seeks to meet these responsibilities by encouraging a cooperative and consultative relationship with its employees and their representatives in regard to WHS issues.

75 REVIEW OF ACTION

75.1 The Institute acknowledges the right provided by the *Public Service Act 1999* for an employee to seek internal or external review of an employment action. Further information is available in the Review of Action Policy.

Part J Resignation, Retirement, Redeployment and Redundancy

76 RESIGNATION OR RETIREMENT

- 76.1 Where practicable, an employee should give the Director at least two weeks' notice in writing of their intention to resign or retire. The letter of resignation or retirement should include the date and time of effect.
- 76.2 Where an employee submits a resignation that takes effect from close of business on a public holiday, the resignation will be deemed effective from close of business on the working day immediately prior to the public holiday.

77 REDEPLOYMENT AND REDUNDANCY

- 77.1 The Institute is committed to taking all reasonable practical steps to avoid the use of compulsory redundancy or redeployment.
- 77.2 The Institute will have regard to any APS redeployment policy in place at the time.
- 77.3 Within a reasonable timeframe, the Director or delegate will take all reasonable steps, consistent with the interests of the efficient administration of the Institute, to redeploy an excess employee within the Institute or to assist in the movement of an employee to another APS agency.
- 77.4 In consultation with employees and, where they choose, their representatives, the Institute will organise and fund as necessary, independent professional counselling on financial and vocational options.
- 77.5 Employees subject to these provisions, will be kept informed of, and provided with, all information pertaining to their potential redeployment or retrenchment.
- 77.6 The Institute will use the facilities of an agreed redeployment service provider in assisting employees explore other options for redeployment.

78 DEFINITIONS

Excess Employee

- 78.1 An employee is an excess employee if:
- (a) the employee is included in a class of employees employed in the Institute, which class comprises a greater number of employees than is necessary for the efficient and economical working of the Institute; or
 - (b) the services of the employee cannot be effectively used because of technological or other changes in the work methods of the Institute, or structural or other changes in the nature, extent or organisation of the functions of the Institute; or
 - (c) the duties usually performed by the employee are to be performed at a different locality, the employee is not willing to perform duties at the locality and the Director has determined that the provisions of this clause apply to that employee.

Excluded Employee

- 78.2 These provisions will not apply to:
- (a) an ongoing employee who is on probation; or
 - (b) an employee who is a non-ongoing employee; or
 - (c) an employee engaged on an irregular or intermittent basis.

79 EXCESS STAFFING SITUATIONS: DISCUSSIONS WITH THE EMPLOYEE

- 79.1 Where it appears to the Director that an employee is likely to become an excess employee, the Director will, at the earliest practicable time, provide all relevant details to the employee, and if the employee chooses, their representative.
- 79.2 Discussions with the employee and, where they choose, their representative will include discussion of:
- (a) the method of identifying an employee as excess, having regard to the efficient and economical working of the Institute and the relative efficiency of employees;
 - (b) measures that could be taken to remove or reduce the likelihood of an employee becoming excess;
 - (c) whether the employee wishes to seek redeployment, and any redeployment avenues available to the employee concerned, including referral to an agreed redeployment service provider; and
 - (d) whether voluntary retrenchment might be appropriate and whether the employee wants to be offered voluntary retrenchment.
- 79.3 The employee may choose to be represented by a person of his or her choice during these discussions.
- 79.4 The discussion period will be limited to one month from the date of notification in clause 79.1, unless otherwise agreed by the Director.
- 79.5 The Director may, prior to the conclusion of these discussions, invite employees who are not potentially excess to express interest in voluntary retrenchment, where those retrenchments would permit the redeployment of the employee who is potentially excess.
- 79.6 Where 15 or more employees are likely to become excess, the Institute will comply with the relevant provisions of Division 2 of Part 3–6 of the *Fair Work Act 2009* (requirement to notify Centrelink and relevant employee associations).

80 VOLUNTARY RETRENCHMENT

- 80.1 Where the Director invites an excess employee to be retrenched, the employee will have one month in which to elect for voluntary retrenchment. The Director will not give notice of termination under section 29 of the *Public Service Act 1999* before the end of the one-month period or until such election is received (in circumstances where the election is received before the end of the period).
- 80.2 To allow the excess employee to make an informed decision on whether to submit an election to be retrenched, prior to or within the one-month period, the employee must be given information on:
- (a) the amount of severance pay, pay in lieu of notice, and pay in lieu of leave credits;
 - (b) the amount of accumulated superannuation contributions;
 - (c) the options open to the employee concerning superannuation;
 - (d) the taxation rules applicable to the various payments; and
 - (e) the availability of financial assistance for career and financial counselling.
- 80.3 An employee is only entitled to receive one formal offer of voluntary retrenchment.

81 RETENTION PERIODS, REDEPLOYMENT AND INVOLUNTARY RETRENCHMENT

- 81.1 Except with the consent of the employee, an excess employee who does not accept an offer of voluntary retrenchment will not be involuntarily terminated under section 29 of the *Public Service Act 1999* until the following retention periods have elapsed:
- (a) seven months where an employee has 20 or more years of service or is over 45 years of age; or
 - (b) four months for other employees.
- 81.2 If an employee is entitled to a redundancy benefit under the National Employment Standards, the retention periods in clause 81.1 will be reduced by the number of weeks of 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).
- 81.3 The retention periods will commence on the earlier of the following:
- (a) on the day the employee is advised in writing by the Director that the employee is an excess employee; or
 - (b) one month after the day on which the Director invites the employee to elect to be retrenched.
- 81.4 During the retention period, the Director must continue to take all reasonable steps, consistent with the interests of the efficient administration of the Institute, to move an excess employee to a suitable vacancy of equal classification within the Institute.
- 81.5 The Director will consider an excess employee in isolation from and not in competition with other applications for an advertised vacancy, at or below the level to which an excess employee seeks to move.
- 81.6 During the retention period, the Institute:
- (a) will continue to take all reasonable steps to find alternative employment for the excess employee, including the referral of the employee to an agreed redeployment service provider; and/or
 - (b) may, with four weeks notice, reduce the excess employee's classification as a means of securing alternative employment for the excess employee.
- 81.7 During the retention period, the employee:
- (a) will take reasonable steps to find alternative employment; and
 - (b) will actively participate in learning and development activities, trial placements or other agreed arrangements to assist in obtaining an ongoing placement.
- 81.8 The excess employee is entitled to necessary leave with pay to attend interviews for alternative employment. Where expenses to attend interviews are not met by the prospective employer, the employee will be entitled to reasonable travel and incidental expenses incurred.
- 81.9 Where the Director is satisfied that there is insufficient productive work available for the employee during the remainder of their retention period and that there is no reasonable redeployment prospects in the APS, the Institute may, with the agreement of the employee, terminate the employee's employment under section 29 of the *Public Service Act 1999*. Upon termination, the employee will be paid a lump sum comprising:
- (a) the balance of the retention period (as shortened for the NES under clause 81.2) and this payment will be taken to include the payment in lieu of notice of termination of employment; and
 - (b) the employee's NES entitlement to redundancy pay.

- 81.10 An excess employee will not be retrenched involuntarily if the employee has not been invited to elect to be retrenched.
- 81.11 An excess employee will be given four weeks' notice (or five weeks' notice for an employee over 45 years of age with at least five years of continuous service) where it is proposed that the employee will be 'involuntarily terminated under section 29 of the *Public Service Act 1999*'. Wherever possible, this notice period will be concurrent with the retention period.

82 REDUNDANCY PAY AND NOTICE OF TERMINATION

- 82.1 Where the Director approves an election to be terminated and gives notice of termination under section 29 of the *Public Service Act 1999*, the period of notice will be four weeks. In the case of an employee over 45 years with at least five years continuous service, the period of notice will be five weeks.
- 82.2 Where the Director directs or the employee requests an earlier retrenchment date within the period of notice, the excess employee will be retrenched on that date and the employee is entitled to receive payment instead of notice for the unexpired portion of the period.
- 82.3 The amount of the payment must not be less than the total of all amounts that, if the employee's employment had continued until the end of the required period of notice, the employer would have become liable to pay the employee because of the employment continuing during that period. The amount must be worked out on the basis of:
- (a) the employee's current ordinary hours of work (even if they are not standard hours);
 - (b) the amounts payable to the employee in respect of those hours, including, for example, allowances, loadings and penalties; and
 - (c) any other amounts payable under the employee's contract of employment.
- 82.4 An employee terminated under section 29 of the *Public Service Act 1999* on the grounds that the employee is excess to the requirements of the Institute under clause 82 is entitled to be paid a severance benefit based on completed years and months of service in accordance with the following table:

Length of Service	Severance Benefit
Less than 1 year	Nil
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
At least 4 years but less than 5 years	8 weeks plus pro rata for completed months of service
At least 5 years but less than 6 years	10 weeks plus pro rata for completed months of service
At least 6 years but less than 7 years	12 weeks plus pro rata for completed months of service
At least 7 years but less than 8 years	14 weeks plus pro rata for completed months of service
At least 8 years but less than 9 years	16 weeks plus pro rata for completed months of service
At least 9 years but less than 10 years	18 weeks plus pro rata for completed months of service
At least 10 years but less than 11 years	20 weeks plus pro rata for completed months of service
11 years or more	22 weeks, plus 2 weeks' pay per year of service for each additional year of service, plus pro rata for completed months of service, up to a maximum overall entitlement of 48 weeks

Pro Rata Entitlement

82.5 Redundancy pay will be calculated on a pro rata basis where the employee has worked part-time hours during the period of service and the employee has less than 24 years full-time service, subject to any minimum entitlement the employee has under the NES.

83 SERVICE FOR REDUNDANCY PAY PURPOSES

83.1 For the purpose of calculating redundancy pay entitlement, 'service' means:

- (a) service at the Institute;
- (b) government service as defined in section 10 of the *Long Service Leave Act 1976*;
- (c) service with the Commonwealth (other than service with a joint Commonwealth–State body corporate in which the Commonwealth does not have a controlling interest) that is recognised for long service leave purposes;
- (d) service with the Australian Defence forces;
- (e) APS service immediately preceding deemed resignation under the repealed section 49 of the *Public Service Act 1922* if the service has not previously been recognised for severance pay purposes; and
- (f) service in another organisation where an employee was moved from the APS to that organisation with a transfer of a 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.

83.2 For earlier periods of service to count, there must be no breaks between the periods of service, except where:

- (a) 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 preceding employer; or
- (b) 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*.

83.3 Any earlier period of service that ceased:

- (a) through termination on the following grounds, or on a ground equivalent to any of the following grounds:
 - (i) the employee lacks, or has lost, an essential qualification for performing his or her duties;
 - (ii) non-performance, or unsatisfactory performance, of duties;
 - (iii) inability to perform duties because of a physical or mental incapacity;
 - (iv) failure to satisfactorily complete an entry-level training course;
 - (v) failure to meet a condition imposed under subsection 22(6) of the *Public Service Act 1999*; or
 - (vi) a breach of the APS Code of Conduct; or
- (b) on a ground equivalent to a ground listed in clause 83.3(a) under the repealed *Public Service Act 1922*; or
- (c) through voluntary retrenchment at or above the minimum retiring age applicable to the employee; or
- (d) with the payment of a redundancy benefit or similar payment or an employer-financed retrenchment benefit;

will not count as service for severance pay purposes.

83.4 Absences from duty that do not count as service for long service leave purposes will not count as service for severance pay purposes.

84 RATE OF PAYMENT: REDUNDANCY PAY

84.1 For the purpose of calculating any payment, salary will include:

- (a) the employee's full-time salary, adjusted on a pro rata basis for periods of part-time service; or
- (b) the full-time salary of the higher position, adjusted on a pro rata basis for periods of part-time service, where the employee has been acting in a higher position for a continuous period of at least 12 months immediately preceding the date on which the employee is given notice of retrenchment; and
- (c) shift penalties, where the employee has undertaken shift work and is entitled to shift penalties for 50% or more of the pay periods in the 12 months preceding being given notice of retrenchment. A weekly average of penalties due over the 12 months will be included in the salary; and
- (d) other allowances in the nature of salary that 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.

85 OFFER OF VOLUNTARY RETRENCHMENT BEFORE INVOLUNTARY RETRENCHMENT

85.1 Where:

- (a) a redundancy situation affects a number of employees engaged in the same work at the same level and in the same location; and
- (b) employees have been invited to elect to be retrenched under clause 80;

the Director will not involuntarily retrench any employees if there remain employees engaged in that work at that level in that location who have elected to be retrenched, been refused, and still wish to accept voluntary retrenchment.

85.2 The Director may invite employees who are not in a redundancy situation to express interest in voluntary retrenchment under clause 80 where those retrenchments would permit the redeployment of employees who are in a redundancy situation who do not wish to accept voluntary retrenchment and who would otherwise remain excess. The Director will allow a maximum of one month for these discussions.

86 LEAVE AND EXPENSES TO SEEK EMPLOYMENT

86.1 An employee will be entitled to reasonable leave with full pay to attend necessary employment interviews, from the date the employee is:

- (a) advised that the Director has approved an election by the employee to be retrenched under clause 82; or
- (b) advised in writing by the Director that the employee is an excess employee.

86.2 Where expenses to attend interviews are not met by the prospective employer, the employee will be entitled to reasonable travel and incidental expenses incurred.

86.3 Where it is necessary as a result of transfer or reduction in classification for an excess employee to move the employee's household to a new locality, the employee will be entitled to reasonable expenses as if the employee were being promoted.

87 USE OF PERSONAL LEAVE

87.1 The retention or notice periods under clause 81 will be extended by any periods of certified personal leave taken during these periods.

88 REDUCTION IN CLASSIFICATION

88.1 Where, after an offer of voluntary redundancy, the Director proposes to reduce an excess employee's classification:

- (a) the employee will be given the same period of notice as the employee would have been entitled to receive if employment had been terminated; or
- (b) the Director may pay an amount to maintain the level of salary received by the employee at the date of notice of reduction in classification for the number of weeks of notice still owing. Such payments will be calculated in accordance with the provisions of this clause.

88.2 Where, before the end of a retention period, an excess employee is reduced in classification, the employee will be eligible to receive payments to maintain the level of salary received by the employee at the date of reduction for the balance of the retention period (as set out in clause 81.1).

89 DEATH OF EMPLOYEE

89.1 Where an employee dies, or is presumed to have died on a particular date, payment may be made to the dependants or partner or the legal personal representative of the former employee of an amount that would have been paid if the employee had otherwise ceased employment on resignation or retirement. Any monies owing to the Commonwealth as a result of advanced annual leave credits will be waived.

Part K General Provisions

90 INDIVIDUAL FLEXIBILITY ARRANGEMENTS

- 90.1 The Director 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:
- (a) the arrangement deals with one or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) remuneration; and/or
 - (vi) leave; and
 - (b) the arrangement meets the genuine needs of the Institute and employee in relation to one or more of the matters mentioned in 90.1(a); and
 - (c) the arrangement is genuinely agreed to by the Director and employee.
- 90.2 The Director must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - (c) result in the employee being better off overall than the employee would have been if no arrangement had been made.
- 90.3 The Director must ensure that the individual flexibility arrangement:
- (a) is in writing; and
 - (b) includes the name of the employer and employee; and
 - (c) is signed by the Director and employee and, if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (d) includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (e) states the day on which the arrangement commences and, where applicable, when the arrangement ceases.
- 90.4 The Director must give the employee a copy of the individual flexibility arrangement within 14 days of it being agreed to.
- 90.5 The Director or employee may terminate the individual flexibility arrangement:
- (a) by giving no more than 28 days' written notice to the other party to the arrangement; or
 - (b) if, the Director and employee agree in writing, at any time.

Part L Formal Acceptance of this Agreement

This Agreement is made and approved under Part 2–4 of the *Fair Work Act 2009*.



Anne Hollonds
Director
Australian Institute of Family Studies
Level 20
485 La Trobe St
MELBOURNE VIC 3156



Melissa Donnelly
Deputy Secretary
for and on behalf of
the Community and Public Sector Union
5/191-199 Thomas Street
HAYMARKET NSW 2000

Appendix A. Salaries

A.1 SALARY SCALES

The following annual salary rates will apply to Institute employees employed in the classifications listed in the first column below.

AIFS Level	APS Classification	Pay Point	Current	From Commencement	From 12 months after Commencement (2% Increase)	From 18 months after Commencement (1% Increase)
AIFS Band 1–2	APS Level 1	1.1	42,111	43,374	44,242	44,684
		1.2	43,525	44,831	45,727	46,185
		1.3	44,700	46,041	46,962	47,431
		1.4	46,542	47,938	48,897	49,386
	APS Level 2	2.1	48,971	50,440	51,449	51,963
		2.2	50,254	51,762	52,797	53,325
		2.3	51,562	53,109	54,171	54,713
		2.4	52,848	54,433	55,522	56,077
AIFS Band 3–4	APS Level 3	3.1	54,279	55,907	57,026	57,596
		3.2	55,927	57,605	58,757	59,344
		3.3	57,106	58,819	59,996	60,596
		3.4	59,657	61,447	62,676	63,302
APS Level 4	4.1	60,495	62,310	63,556	64,192	
	4.2	61,545	63,391	64,659	65,306	
	4.3	64,044	65,965	67,285	67,957	
	4.4	65,684	67,655	69,008	69,698	
AIFS Band 5–6	APS Level 5	5.1	67,920	69,958	71,357	72,070
		5.2	69,592	71,680	73,113	73,844
		5.3	71,549	73,695	75,169	75,921
		5.4	73,228	75,425	76,933	77,703
	APS Level 6	6.1	75,090	77,343	78,890	79,678
		6.2	76,737	79,039	80,620	81,426
		6.3	79,034	81,405	83,033	83,863
		6.4	83,712	86,223	87,948	88,827
AIFS EL1	Executive Level 1	EL 1.1	93,424	96,227	98,151	99,133
		EL1.2	\$97,152	\$100,067	\$102,068	\$103,089
		(NEW)				
		EL 1.3	100,880	103,906	105,985	107,044
AIFS EL2	Executive Level 2	EL 1.4	103,171	106,266	108,391	109,475
		EL 2.1	109,519	112,805	115,061	116,211
		EL 2.2	114,269	117,697	120,051	121,252
		EL 2.3	122,162	125,827	128,343	129,627
		EL 2.4	126,247	130,034	132,635	133,961
		EL 2.5	128,393	132,245	134,890	136,239

Note: Advancement beyond Pay Points indicated by dotted lines is subject to work availability and merit criteria outlined at clause 10 of this Agreement.

A.2 CALCULATION OF FORTNIGHTLY PAY

The fortnightly pay shall be based upon the following formula:

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

A.3 OVERTIME RATES

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

Time and a Half Rate:

$$\frac{\text{Annual salary}}{313} \times \frac{6}{37.5} \times \frac{3}{2}$$

Double Time Rate:

$$\frac{\text{Annual salary}}{313} \times \frac{6}{37.5} \times \frac{2}{1}$$

Double Time and a Half Rate:

$$\frac{\text{Annual salary}}{313} \times \frac{6}{37.5} \times \frac{5}{2}$$

Monday to Saturday:

Overtime worked Monday to Saturday will be paid at time and a half for the first three hours each day and double time thereafter.

Sunday:

Overtime worked on Sunday will be paid at the rate of double time.

Public Holiday:

Overtime worked on a public holiday as provided for in this Agreement will be paid at the rate of double time and a half. For duty within ordinary hours, payment will be at time and a half additional to the single time being paid for the public holiday.

Part-Time Employees:

Overtime for part-time employees will be paid at single rate for hours worked between the employee's ordinary hours and the standard 7 hour 30 minute day, and thereafter at the rate applicable to employees working full-time.

Appendix B. Supported Salary Payments for Employees with Disability

B.1 WORKERS ELIGIBLE FOR A SUPPORTED WAGE

- B.1.1 This clause defines the conditions that will apply to employees who, because of the effects of a disability, are eligible for a supported wage under the terms of this Agreement. In the context of this clause, the following definitions will apply:
- (a) *Supported wage system* means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in *Supported Wage System: Guidelines and Assessment Process*.
 - (b) *Approved assessor* means a person approved by the managing unit established by the Commonwealth under the Supported Wage System to perform assessments of an individual's productive capacity within the Supported Wage System.
 - (c) *Disability support pension* means the Commonwealth pension scheme to provide income security for persons with a disability, as provided for under the *Social Security Act 1991*, as amended from time to time, or any successor to that scheme.
 - (d) *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.

B.2 ELIGIBILITY CRITERIA

- B.2.1 Employees covered by this clause will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this Agreement, because of the effects of a disability on their productive capacity, and who meet the impairment criteria test for a Disability Support Pension.
- B.2.2 The clause does not apply to any existing employee who has a claim against the Institute, 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 employment.

B.3 ASSESSMENT OF CAPACITY

- B.3.1 For the purpose of establishing the percentage of the agreement rate to be paid to an employee under this Agreement, the productive capacity of the employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted the Institute and the employee, and, if the employee so desires, a union which the employee is eligible to join.
- B.3.2 Assessment made under this clause must be documented in a SWS wage assessment agreement and retained by the employer as a time and wages record in accordance with the Fair Work Act.

B.4 LODGEMENT OF SWS WAGE ASSESSMENT AGREEMENT

- B.4.1 All SWS wage assessment agreements under the conditions of this clause, including the appropriate percentage of the relevant agreement rate to be paid to the employee, will be lodged by the Institute with the Fair Work Commission.
- B.4.2 All SWS wage assessment agreements must be agreed and signed by the employee and the Institute. Where a union which has an interest in this 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.

B.5 REVIEW OF ASSESSMENT

- B.5.1 The assessment of the applicable percentage should be subject to annual review, or earlier on the basis of a reasonable request for such a review. The process of review will be in accordance with the procedures for assessing capacity under the Supported Wage System.
-

B.6 OTHER TERMS AND CONDITIONS OF EMPLOYMENT

- B.6.1 Where an assessment has been made, the applicable percentage will apply to the salary rate only. Employees covered by the provisions of this clause 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.

B.7 WORKPLACE ADJUSTMENT

- B.7.1 An employer wishing to employ a person under the provisions of this clause will take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation, in consultation with other workers in the area.

B.8 TRIAL PERIOD

- B.8.1 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 clause for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- B.8.2 During that trial period, the assessment of capacity will be undertaken and the proposed salary rate for a continuing employment relationship will be determined.
- B.8.3 The minimum amount payable to the employee during the trial period will be no less than \$82 per week or such other higher rate that may be determined by the Fair Work Commission.
- B.8.4 Work trials should include induction or training as appropriate to the job being trialed.
- B.8.5 Where the Director and the 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 this clause.

B.9 SUPPORTED WAGE RATES

- B.9.1 Employees to whom this clause applies will be paid the applicable percentage of the relevant salary rate of pay prescribed by this Agreement for the class of work that the person is performing according to the following schedule:

Assessed Capacity	% of Prescribed Agreement Rate
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

Provided that the minimum amount payable shall be not less than \$82 or such other higher rate that may be determined by the Fair Work Commission. Where an employee's assessed capacity is 10 per cent, they must receive a high degree of assistance.