



FAIR WORK
AUSTRALIA

DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Australian Institute of Aboriginal and Torres Strait Islander Studies
(AG2012/5084)

AUSTRALIAN INSTITUTE OF ABORIGINAL AND TORRES STRAIT ISLANDER STUDIES ENTERPRISE AGREEMENT 2012 - 2014

Commonwealth employment

COMMISSIONER DEEGAN

CANBERRA, 9 MAY 2012

Application for approval of the Australian Institute of Aboriginal and Torres Strait Islander Studies Enterprise Agreement 2012-2014.

[1] An application has been made for approval of an enterprise agreement known as the Australian Institute of Aboriginal and Torres Strait Islander Studies Enterprise Agreement 2012 - 2014 (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act) by the Commonwealth of Australia through the Australian Institute of Aboriginal and Torres Strait Islander Studies. The Agreement is a single-enterprise agreement.

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 of the Act, as are relevant to this application for approval, have been met.

[3] The CPSU, the Community and Public Sector Union, being a bargaining representative for the Agreement, has given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) of the Act I note that the Agreement covers the organisation.

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 16 May 2012. The nominal expiry date of the Agreement is 30 June 2014.



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<Price code J, AE893843 PR523606>



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AUSTRALIAN INSTITUTE OF
ABORIGINAL AND TORRES STRAIT
ISLANDER STUDIES



Australian Institute of Aboriginal and Torres Strait Islander Studies

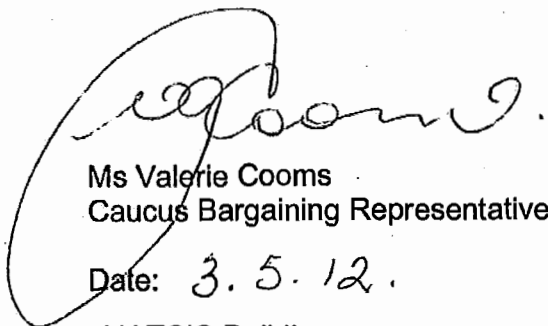
Enterprise Agreement 2012 – 2014

Signatories to the Agreement



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Principal

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Date: 4/5/12

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TABLE OF CONTENTS

Table of Contents	3
PART A – GENERAL MATTERS	1
Application and coverage	1
Values and Code of Conduct.....	1
Duration and amendment	1
Primacy clause	1
Express power of delegation.....	1
Relationship to other legislation	2
Flexibility provision.....	3
Freedom of association	4
Representation	4
Dispute resolution.....	4
Review of actions	4
Misconduct	4
Termination of employment	5
Termination arrangements – non-ongoing employees	5
Review of termination of employment	5
Institute policies, procedures and guidelines.....	5
PART B – AGREED MEASURES – CONDITIONS OF EMPLOYMENT	7
Standard working hours	7
Recording attendance.....	7
Employment Arrangements	7
Part time work.....	7
Casual work.....	8
Flextime ⁹	
Eligibility to access flextime	9
Time off in lieu	10
Time off in lieu for Executive Level employees	10
PART C – LEAVE	12

General 12

Annual Leave.....	12
Purchased Leave Scheme.....	13
Cashing out Annual Leave.....	13
Long Service Leave	13
Personal/Carer's Leave	13
Parental Leave / Maternity Leave	14
Adoption / Fostering Leave	14
Unpaid Parental Leave	15
Return from Parental Leave.....	15
Compassionate Leave	16
Long-term Carer's Leave	16
Leave for ceremonial activities and cultural obligations.....	16
Community Service Leave	16
Defence Reserve Leave	17
Variations to public holidays	18
Christmas closedown.....	18
Recall to duty.....	19
Unauthorised absence.....	19
Long-term Illness Rehabilitation Program	19
Other Leave.....	20
Leave of one day or less.....	20
Recognition of Prior Service	20

PART D – REMUNERATION AND ALLOWANCES..... 21

General 21

Salary Increments.....	21
Promotion	21
Superannuation	21
Payroll deductions	22
Salary Packaging.....	22
Salary on movement to the Institute.....	22
Overtime.....	22

Emergency duty..... 23

Travel entitlements 24

Motor vehicle allowance 25

Corporate Support allowances..... 25

Removal expenses and living allowances..... 25

Higher duties allowance..... 26

PART E – PERFORMANCE FEEDBACK SCHEME AND STAFF DEVELOPMENT..... 27

 General 27

 Broadbanding 27

 Classification 27

 Development positions 28

 Study Assistance 28

PART F – UNDER-PERFORMANCE AND UNSATISFACTORY PERFORMANCE OF DUTIES 29

 29

 General 29

 Unsatisfactory performance of duties..... 29

PART G – SAFE, HEALTHY AND FLEXIBLE WORKPLACE..... 30

 Healthy workplace 30

 Smoke free workplace 30

 Working environment..... 31

 Flexible working arrangements 31

 Occupational Health and Safety..... 32

 Workplace injuries 32

PART H – A CO-OPERATIVE WORKPLACE 33

 General 33

 Workplace delegates 33

 Consultative Committee..... 33

 Consultation on major change(s) 34

PART I – INDIGENOUS EMPLOYMENT OPPORTUNITIES AND CULTURAL DIVERSITY.. 36

 Indigenous Caucus..... 36

 Indigenous Recruitment, Retention and Career Development 36

 Cultural diversity and non-discrimination..... 36

PART J – REDEPLOYMENT AND REDUNDANCY	37
General 37	
Definition	37
Excess employees.....	37
Consultation	37
Application.....	38
Voluntary retrenchment	38
Period of notice.....	38
Severance benefit.....	39
Rate of payment – severance benefit	40
Retention and redeployment.....	41
Involuntary termination	42
Accelerated separation arrangements	42
Attachment 1 –AIATSI SALARY CLASSIFICATIONS	44
Attachment 2 – Summary of Allowances.....	47
Corporate Support allowances.....	47
Overtime meal allowance.....	47
Attachment 3 – Principles Relating to Workplace Delegates.....	48
Attachment 4 – Dispute Resolution Procedure.....	50
Attachment 5 – Supported Salary Rates and Conditions of Employment.....	52
Supported wage rates.....	53
Assessment of capacity	53
Lodgement of assessment instrument	53
Other terms and conditions of employment.....	54
Workplace adjustment	54
Trial period	54
Attachment 6 – War Service Sick Leave	55
Credits 55	
Grants 55	
Rate of pay	55
Credits expired	55
Prior service.....	55

PART A – GENERAL MATTERS

Application and coverage

1. ***This Agreement is made in accordance with s172 of the Fair Work Act 2009 and covers:***
 - a) ***The Principal, as the employing authority, on behalf of the Commonwealth;***
 - b) ***and all non-SES employees of the Institute; and***
 - c) ***the Community and Public Sector Union (CPSU), where the CPSU makes an application to Fair Work Australia to be covered by the Agreement and Fair Work Australia approves the application.***

Values and Code of Conduct

2. ***The Parties covered by this Agreement are committed to the APS Values and the APS Code of Conduct as set out in the Public Service Act 1999.***
3. ***In addition to the APS Values, Institute employees demonstrate the values and guiding principles embodied in "One AIATSIS".***

Duration and amendment

4. ***This Agreement commences seven (7) days following approval by Fair Work Australia.***
5. ***This Agreement will have a nominal expiry date of 30 June 2014.***
6. ***From the commencement of this Agreement, a party to the Agreement or an employee whose employment is subject to the Agreement shall not pursue further claims for terms and conditions of employment that would have effect during the period of operation of this Agreement, except where consistent with the terms of this Agreement.***

Primacy clause

7. ***To maintain the integrity of the agreement reached between the Parties, the Parties agree to meet and consult if an event occurs that makes a clause of this Agreement unenforceable, or undermines the operation of a clause of this Agreement, or otherwise changes the intention of the Parties to this Agreement.***

Express power of delegation

8. ***The Principal may, in writing, delegate to another Institute employee, any of his powers or functions under this Agreement.***
9. ***An Institute employee exercising powers or functions under a delegation under clause 8 must comply with any lawful directions of the person who delegated the power or function.***

Relationship to other legislation

10. Without incorporating the terms of any legislation into this Agreement, it is acknowledged that employment in the Institute is subject to the provisions of various Acts (and regulations or instruments made under those Acts) as in force from time to time; including, but not limited to:

- **Long Service Leave (Commonwealth Employees) Act 1976;**
- **Maternity Leave (Commonwealth Employees) Act 1973;**
- **Work Health and Safety Act 2011;**
- **Paid Parental Leave Act 2010;**
- **Privacy Act 1988;**
- **Public Service Act 1999;**
- **Public Employment (Consequential and Transitional) Amendment Act 1999;**
- **Safety, Rehabilitation and Compensation Act 1988;**
- **Superannuation Act 1976;**
- **Superannuation Act 1990;**
- **Superannuation Act 2005;**
- **Superannuation Benefits (Supervisory Mechanisms) Act 1990;**
- **Superannuation Productivity Benefit Act 1988; and**
- **Fair Work Act 2009.**

Flexibility provision

11. **The Principal 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 agreement 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 the employee in relation to one or more of the matters mentioned in paragraph (a); and**
 - c) **the arrangement is genuinely agreed to by the Principal and employee.**
12. **The Principal must ensure that the terms of the individual flexibility arrangement:**
- a) **are about permitted matters under s172 of the Fair Work Act 2009; and**
 - b) **are not unlawful terms under s194 of the Fair Work Act 2009; and**
 - c) **result in the employee being better off overall than the employee would be if no arrangement was made.**
13. **The Principal 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 Principal and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and includes details of:**
 - i) **the terms of the 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**
 - iv) **states the day on which the arrangement commences and ceases.**
14. **The Principal must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.**

15. ***The Principal 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 Principal and employee agree in writing, at any time.***

Freedom of association

16. ***The Parties covered by the Agreement recognise that employees are free to choose to join or not join a union. Irrespective of that choice employees will not be disadvantaged or discriminated against in respect of their employment under this Agreement.***
17. ***Employees who choose to be members of a union have the right to have their industrial interests represented by that union and to participate in lawful union activities, subject to the terms of this Agreement and relevant industrial legislation.***

Representation

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

Dispute resolution

19. ***The Parties covered by the Agreement recognise that disputes concerning workplace matters may arise and it is the responsibility of the parties covered by the Agreement to take reasonable and genuine steps to prevent or settle disputes by early and timely discussion and consultation.***
20. ***Disputes will be managed in accordance with the procedures outlined at Attachment 4.***

Review of actions

21. ***Employees have a right of review of certain employment related actions under the Public Service Act 1999 and the Public Service Regulations 1999. The Institute's Review of Actions policy and procedures provides further information relating to review of actions, including access to independent mediation or inquiry.***
22. ***Employees may seek advice and representation at any stage of the process.***

Misconduct

23. ***Breaches of the APS Code of Conduct will be handled in accordance with s15 of the Public Service Act 1999. The Institute's Code of Conduct policy and guidelines provide further information relating to the handling of Code of Conduct matters.***
24. ***Employees may seek advice and representation at any stage of the process.***

Termination of employment

25. **Resignation – Ongoing employees are required to give the Institute at least two weeks' notice of their intention to terminate their employment with the Institute. Relevant managers and staff may negotiate a different period of notice on a case by case basis, to reflect their respective interests.**

Termination arrangements -- non-ongoing employees

26. **Non-ongoing employees who are to be terminated prior to the conclusion of their engagement are entitled to notice of termination, or payment in lieu of notice, in accordance with APS guidance on partial pay out of contracts and s 117 of the Fair Work Act 2009.**
27. **Non-ongoing employees are required to give the Institute two weeks' notice of their intention to terminate their employment with the Institute prior to expiry of the termination of their engagement.**

Review of termination of employment

28. **The sole and exhaustive rights and remedies of an employee in relation to termination of employment are those that the employee has under:**
- **Part 3-2 of the Fair Work Act 2009;**
 - **other Commonwealth laws (including the Constitution); and**
 - **common law.**
29. **Termination of, or a decision to terminate employment, cannot be reviewed under the dispute resolution procedures/review of action procedures of this Agreement.**
30. **Nothing in this Agreement prevents the Principal from terminating the employment of an employee for serious misconduct, without further notice or payment in lieu, in accordance with s789 (b) of the Fair Work Act 2009, subject to compliance with the procedures established by the Principal for determining whether an employee has breached the Code of Conduct under s15 of the Public Service Act 1999.**

Institute policies, procedures and guidelines

31. **This Agreement is supported by Institute policies, procedures and guidelines to provide more detailed guidance to managers and employees on the application of the provisions of this Agreement.**
32. **These policies, procedures and guidelines which support the operation of this Agreement or provide employee benefits may be altered through consultation with the AIATSIS Consultative Committee and will apply in the form they are in as at the time of any relevant action or decision; however, in the event of any inconsistency**

between this Agreement and a policy or procedure, the express terms of this Agreement will prevail.

- 33. Disputes over the content, variation of, application or interpretation of any policies , procedures and guidelines which support the operation of this Agreement or provide employee benefits will be subject to the dispute settlement procedures of the Agreement***
- 34. During the first six (6) months of this Agreement the parties commit to establishing a joint management/employee working group to consider any issues required to vary or create policies consistent with the terms of this Agreement. The Consultative Committee will review all policies, procedures and guidelines which support this Agreement and endorse and oversee the implementation of any agreed variations.***

PART B – AGREED MEASURES – CONDITIONS OF EMPLOYMENT

Standard working hours

35. ***Employees are engaged for a standard seven hour, twenty one minute day unless part time arrangements are agreed to. The Institute's standard working hours are 8.30 am to 12.00pm and 1.00pm to 4,51pm, i.e. a 7 hour 21 minute day.***

Recording attendance

36. ***For the purposes of efficient integration of electronic attendance records with recording of leave and to support the introduction of project management processes across the organisation, all APS level employees must maintain their attendance in the Institute's electronic time keeping system which is linked to the Institute's Human Resource Management Information System and which facilitates flexible working arrangements. Detailed policy materials identifying appropriate processes for use of the system, obtaining training and support, and consideration of problems will be developed in association with the Consultative Committee during the life of this Agreement.***
37. ***All Executive Level employees must record their attendance as per the Institute's Working Hours and Flextime Policy. This policy will include the opportunity to make use of the electronic time keeping system for those Executive Level employees working on projects.***
38. ***For more information on recording attendance and TOIL, employees should consult the Working Hours and Flextime Policy.***

Employment Arrangements

39. ***Institute employees are employed on:***
- ***an Ongoing basis;***
 - ***a Non-ongoing basis for either a specified term or for the duration of a specified task; or***
 - ***a Casual basis for duties that are irregular or intermittent.***
40. ***Staff are engaged in accordance with the Australian Public Service Act 1999.***

Part time work

41. ***For the purpose of this Agreement, the phrase 'part time' includes regular fixed hours on an ongoing or non-ongoing basis.***

42. ***A part time employee is an employee who works less than the standard hours. Conditions of employment and remuneration for part time employees will be as for full time employees however on a pro-rata basis.***
43. ***Where an employee works part time the ordinary hours of work and days are stated in their part time work agreements. Part time work arrangements must be set out in an agreement and once agreed cannot be altered without both the managers and employee's agreement.***
44. ***Management or employees may initiate proposals for part time work. Arrangements may be agreed between the employee and their work unit, which meet the needs of the Institute in their working arrangements. A proposal will need to demonstrate to the Principal that the affected work unit can operate effectively if the part time work is approved. No full time ongoing employee will be required to convert to part time work without their consent/agreement.***
45. ***Managers may engage employees on a part time basis. Where an employee is recruited to work on a part time basis, the relevant manager will specify the employee's working pattern and hours.***
46. ***Employees returning to work after the expiration of fostering, adoption and or maternity leave, or those who have responsibility for a dependant under 18 years who has a disability, may apply for part time work in cumulative periods up to a maximum of five years from the date of commencement of part time work.***
47. ***A request made in accordance with clause 46 must be in writing and set out details of the change sought and the reasons for the change. The Agency Head 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. Additional assistance will be made available as noted in clause 96.***
48. ***When an employee works part time, allowances of a reimbursement nature will be paid at the same rate as for full time employees.***
49. ***Proposals to vary part time hours may be initiated by the employee or manager. Managers and employees may agree to vary hours of work, including reverting from part time to full time and vice versa, subject to operational requirements. Subject to clauses 44 and 46.***

Casual work

50. ***For the purpose of this Agreement, the phrase 'casual' includes irregular or intermittent employment.***
51. ***Casual work arrangements must be set out in an agreement.***
52. ***Casual employees will be paid a 25 per cent loading on their salary in lieu of public holidays not worked and all leave entitlements except Long Service Leave.***

Flexitime

53. ***The concept of flexitime is an alternative to working fixed times. The freedom to determine, within constraints, the starting and finishing times of the workday has advantages for both employees and management.***
54. ***The scheme is based on the premise that productivity and quality of service do not suffer, nor do the aims and objectives of the Institute.***

Eligibility to access flexitime

55. ***All employees up to and including APS Level 6 will have access to flexitime to allow them to plan their work hours (within a settlement period of four (4) weeks) subject to their not carrying more than:***
- a) ***a flexitime debit of more than 10 hours; or***
 - b) ***a flexitime credit of more than 1 standard working week from one settlement period to the next.***
56. ***Employees above APS Level 6 are entitled to Time off in Lieu (TOIL) as agreed with their Manager.***
57. ***Subject to this clause, employees are free to elect their hours of duty and times of attendance during bandwidth. The bandwidth for ordinary hours of work from Monday to Friday (other than on public holidays and other days which are not working days for Institute employees) will be 7.00 am to 7.00 pm.***
58. ***The Principal or delegate may withdraw an employee's access to flexitime:***
- a) ***where an employee does not adhere to the flexitime requirements; or***
 - b) ***where an employee's manager considers the employee's attendance is unsatisfactory, and***
 - c) ***specify that the employee(s) shall work standard hours.***
59. ***Flexible working hours will be administered in accordance with the Institute's Hours of Work and Flexitime Policy. Working flexible hours could include variations in attendance times and short term absences (time in lieu) without the need for a leave application.***
60. ***Bandwidths will not apply where an employee and the employee's manager agree in writing, to other arrangements. However, in those cases, overtime is claimable if an employee is directed to work for more than their standard ordinary hours of duty on any day.***

Time off in lieu

61. ***TOIL may be provided to employees at management discretion, and will not operate in a fashion similar to flextime. The clauses in this section do not apply to Executive Level employees.***
62. ***The rate of payment for TOIL will be calculated at the following rates:***
- ***Weekdays 7:00pm to 7:00am: time and one half for the first three hours, then double time;***
 - ***Saturday: double time (that is, twice the TOIL for a day worked);***
 - ***Sunday and public holidays: double time and one half (that is, two and a half days TOIL for each Sunday or public holiday worked).***
63. ***TOIL arrangements must be approved in advance by the relevant manager.***
64. ***TOIL must be recorded separately from flex credits due to the different arrangements for taking TOIL.***

Time off in lieu for Executive Level employees

65. ***During the life of this Agreement, the Institute will develop a TOIL policy in consultation with the Consultative Committee, which will incorporate the following agreed set of principles in relation to TOIL for all employees including Executive Level. This policy will not act to provide a provision that is inconsistent with the Bargaining Framework and recommended terms and conditions regarding TOIL arrangements for Executive Level employees. TOIL for Executive Level employees is not an hour for hour entitlement, and is subject to approval from the relevant manager.***
- a) ***Consistent with the importance the Institute places on developing a working environment that enables employees to balance their work and other responsibilities, where an Executive Level employee is required to work more than their ordinary hours of duty, they may be eligible for TOIL, subject to the prior approval of the relevant manager. This clause will be applied in accordance with the following principles:***
- i. ***Whilst it is acknowledged that peak workload periods may necessitate some additional hours being worked, this should be regarded as the exception rather than the rule and the employee's manager must ensure that substantial additional hours are not worked by the employee.***
 - ii. ***It is considered best practice for time off under these arrangements to be taken as soon as practicable after the additional hours have been worked.***
 - iii. ***All Executive Level employees are required to maintain a record of their working hours.***

- iv. Where an employee is required to work, or is likely to work, excessive hours over an extended period (more than a fortnight), the manager and employee must review workloads and priorities together and determine appropriate strategies to address the situation.***

- v. Reasonable requests for time off under these arrangements will not be refused.***

- vi. There is no prescribed limit in relation to accessing absences for Executive Level employee's working arrangements or TOIL and absences involving part days, a full day or multiple full days are available under these arrangements.***

PART C – LEAVE

66. ***Unless specified otherwise, all forms of leave referred to in this Part will be administered in accordance with the Institute's leave policy.***

General

67. ***Where an employee joins the Institute from an employer staffed under the Public Service Act 1999, the Parliamentary Service Act 1999, from the ACT Government Service, from an agency recognised under the Commonwealth Authorities and Companies Act 1997 or the Financial Management and Accountability Act 1997, accrued Annual Leave and Personal Leave (however described) will be transferred, provided there is no break in continuity of service. The entitlement to those accrued credits of leave, and any future entitlements to Annual Leave and Personal Leave, will be those prevailing in the Institute under this agreement.***
68. ***For non-ongoing employees, Personal Leave will be available after each completed four week period of continuous service.***

Annual Leave

69. ***There will be twenty (20) working days paid Annual Leave per annum for each year worked, accrued on a daily basis but credited to an employee's leave entitlement on a fortnightly basis.***
70. ***Annual Leave can be taken at half pay.***
71. ***The timing of taking of Annual Leave is subject to the agreement of the delegate and counts as service for all purposes.***
72. ***Unused Annual Leave will accumulate and is paid out on termination of employment with the Institute unless unused Annual Leave credits are to be transferred to the employee's new employer.***
73. ***Annual Leave credit balances will be reviewed yearly as at the first of April every year.***
74. ***If an employee has accumulated more than forty (40) days of Annual Leave credits, the employee will be advised of that fact and will be officially requested to reduce their credits to 40 days or less up to a maximum of one quarter of the existing balance at the date of the notice. The reduction should be completed within three months of the advice or within an agreed period.***
75. ***If an employee fails to reduce their credit within this time they will be officially directed to do so and given one month to comply or directed to take leave.***

Purchased Leave Scheme

76. **Employees may purchase from one (1) to four (4) whole weeks of additional Annual Leave per year. Part time employees may also participate in the scheme.**
77. **The purchased leave scheme is available to ongoing employees and enables them to purchase up to four weeks additional leave per year through salary deductions averaged over the whole year to allow the employee to continue to receive pay during the additional leave period. Purchase leave will generally not be available to non-ongoing employees except in circumstances where non-ongoing employees are employed for periods of more than twelve (12) months from the date of purchase.**

Cashing out Annual Leave

78. **Employees may, with the written agreement of their manager, cash out accrued Annual Leave provided they retain a minimum balance of twenty (20) days and subject to their having taken a period of leave (Annual or Long Service Leave) in the same year equal to the amount of leave being cashed out.**

Long Service Leave

79. **Employees' entitlements to Long Service Leave are covered by the Long Service Leave (Commonwealth Employees) Act 1976.**
80. **The minimum number of days granted will be seven (7) calendar days and can be taken at half pay. Long service leave cannot be broken with other periods of leave, except as otherwise provided under legislation**

Personal/Carer's Leave

81. **The parties to the Agreement recognise that an employee may need time away from work because of illness or injury or to care for an ill or injured family member or a member of their household**
82. **For the purposes of this Part, family and immediate family means a person who is related by blood or marriage, adoption, fostering or traditional kinship; or a person who stands in a demonstrated genuine domestic relationship with the employee without discrimination as to sexual preference. Family includes a spouse (including a former spouse), a de facto partner including a former de facto partner, a child (including an adopted fostered or a step child) a parent, grandparent, grandchild or sibling of the employee or spouse or de facto partner of the employee.**
83. **Each employee will be credited with eighteen(18) working days paid Personal Leave per annum for each year worked, credited fortnightly and available on a pro rata basis. Unused Personal Leave accrues. Taking of Personal Leave is subject to the approval of the Principal or delegate and counts as service for all purposes.**
84. **Employees engaged by the Institute prior to 1 January 1984 will continue to accrue Personal Leave (formerly Sick Leave) at the rate of twenty (20) days per annum.**

85. ***Employees will not be entitled to take paid Personal Leave while also entitled to paid leave under the Maternity Leave (Commonwealth Employees) Act 1973.***
86. ***Where an employee does not have an entitlement to paid Carer's Leave, they will be entitled to two days unpaid leave on each occasion when a member of the employee's immediate family or household, requires care or support because of:***
- a) ***a personal illness, or personal injury affecting the member; or***
 - b) ***an unexpected emergency affecting the member.***
87. ***The Principal may approve an employee taking Personal Leave at half pay in exceptional circumstances.***
88. ***An employee will not be terminated on grounds of an inability to perform duties because of a physical or mental incapacity before the employee's Personal Leave credits have been exhausted, subject to the provisions in this Agreement. The employment will not be terminated before a minimum period of three (3) months absence has elapsed, irrespective of whether the employee's Personal Leave credits have been exhausted within that three (3) month period.***

Parental Leave / Maternity Leave

89. ***Eligible Institute employees are entitled to Maternity Leave in accordance with the Maternity Leave (Commonwealth Employees) Act 1973. In addition to any paid Maternity Leave entitlement, employees will also be entitled to two (2) weeks additional paid leave. Employees must elect to have their salary payments at either full pay or half pay, which may only be varied in exceptional circumstances. Where an employee elects to take paid Maternity Leave at half pay, a maximum of fourteen (14) weeks will count as service for all purposes.***
90. ***An employee with a period of service that is less than that described as per the Maternity Leave (Commonwealth Employees) Act 1973 will receive the two (2) weeks additional paid leave described under clause 89.***

Adoption / Fostering Leave

91. ***An employee, who is the primary carer, or who is appointed as a legal foster carer will be entitled to paid Adoption/Fostering Leave of fourteen (14) weeks at full pay or twenty eight (28) weeks at half pay for the purposes of adopting/fostering a child. Adoption/Fostering Leave may be taken in one block or as separate absences over a period of time at the discretion of an employee's manager. The adoptive/fostered child must not be a child or step-child of the employee or the employee's partner unless that child had not been in the custody and care of the employee or the employee's partner for a significant period. An employee with a period of service that is less than that described as per the Maternity Leave (Commonwealth Employees) Act 1973 is eligible for Adoption/Fostering Leave, but only two (2) weeks will be paid leave. Where an employee elects to take paid Adoption/Fostering Leave at half pay, a maximum of fourteen (14) weeks will count as service for all purposes.***

Supporting Partner Leave

92. ***Employees will be entitled to six weeks paid Supporting Partner Leave within one month of the birth of their partner's child or upon the adoption or fostering of a child. Employees accessing Maternity Leave, Adoption Leave or Fostering Leave are not eligible for paid Supporting Partner Leave.***

Unpaid Parental Leave

93. ***From the commencement of this agreement, employees will be entitled to unpaid Parental Leave in accordance with the Fair Work Act 2009.***

Return from Parental Leave

94. ***On ending parental or maternity leave, an employee is entitled to return to:***
- ***the employee's pre-parental/maternity leave duties; or***
 - ***if those duties no longer exist – an available position for which the employee is qualified and suited at the same classification and pay as applied pre-parental/maternity leave. Where this is not practical, other duties will be sought, with the redeployment, reduction and redundancy provisions applying to any placement.***

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

- ***if the employee was moved to safe duties because of the pregnancy – immediately before the move; or***
 - ***if the employee began working part-time because of the pregnancy – immediately before the part-time employment began; or***
 - ***otherwise – immediately before the employee commenced maternity or parental leave.***
95. ***An employee returning to work from maternity, maternal or parental leave and who is the primary caregiver of the child may elect to work on a part time basis, subject to operational requirements until the child has reached school age. This provision is subject to a minimum of 15 hours worked per week and such return to work arrangements being negotiated between the employee and the Principal or delegate prior to the employee proceeding on leave wherever possible.***
96. ***A request made in accordance with clause 95 must be in writing and set out details of the change sought and the reasons for the change. The Agency Head 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.***

Special Note: If a part time position upon return to work is not operationally available with the substantive area, assistance will be made available from the Human Resource team to assist in finding a suitable position in another area.

Compassionate Leave

97. **Employees (excluding casual employees) are entitled to five (5) days paid Compassionate Leave on each occasion where a member of the employee's immediate family or household:**
- a) **contracts or develops a personal illness that poses a serious threat to his or her life; or**
 - b) **sustains a personal injury that poses a serious threat to his or her life; or**
 - c) **dies.**
98. **Casual employees are entitled to five days unpaid Compassionate Leave on each occasion described in the clause immediately above.**
99. **Use of Compassionate Leave does not preclude the use of Personal Leave to extend the period of absence.**

Long-term Carer's Leave

100. **Long-term Carer's Leave is available for employees with special care responsibilities for family members. This leave may be approved for up to twelve months within each three year period by the Principal, being satisfied of the special carer's responsibilities for family members of the employee concerned. Long-term Carer's Leave is without pay and does not count as service for any purpose. However it does not break continuity of service.**

Leave for ceremonial activities and cultural obligations

101. **The parties to the agreement recognise the additional obligations placed on Aboriginal and Torres Strait Islander employees to participate in ceremonial activities and meet cultural obligations and agree that up to three months leave without pay for these purposes may be granted by the Principal per annum. This leave is without pay and does not count as service for any purpose. However, it does not break continuity of service.**

Community Service Leave

102. **Employees will be entitled to paid leave for the purposes of engaging in community service activities, including jury service and emergency management activities, as per s108 of the Fair Work Act 2009.**
103. **Leave to community service personnel for emergency services duties encompasses leave for required regular training, all emergency services responses, reasonable recovery time and ceremonial duties.**

Defence Reserve Leave

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

105. ***An employee is entitled to ADF Reserve leave with pay, for up to four weeks during each financial year for the purpose of fulfilling service in the ADF Reserve. These purposes include training and operational duty as required.***
106. ***During the employee's first year of ADF Reserve service, a further two weeks paid leave may be granted to facilitate participation in additional ADF Reserve training, including induction requirements.***
107. ***With the exception of the additional two weeks in the first year of service, leave can be accumulated and taken over a period of two years, to enable the employee to undertake training as a member of the ADF Reserves.***
108. ***Employees are not required to pay their tax free ADF Reserve salary to the Agency in any circumstances.***
109. ***An employee who is an officer or instructor of cadets in a Cadet Force may be granted paid leave of up to three weeks each financial year to perform duties as an officer or instructor of Cadets. For these purposes 'Cadet Force' means the Australian Navy Cadets, Australian Army Cadets, or the Australian Air Force Cadets.***
110. ***Defence Reserve leave counts as service for all purposes, except for unpaid leave to undertake Continuous Full Time Service (CFTS). Unpaid leave for the purpose of CFTS counts for all purposes except Annual leave.***
111. ***Eligible employees may also apply for Annual leave, long service leave, leave without pay, top-up pay or they may use flextime or make up time for the purpose of fulfilling ADF Reserve, CFTS or Cadet Force obligations.***
112. ***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.***

Public holidays

113. ***[The National Employment Standards are relevant to this provision – s. 115]***
114. ***Employees will be entitled to the following public holidays:***

- ***New Year's Day (1 January);***
- ***Australia Day (26 January);***
- ***Good Friday;***
- ***Easter Monday;***
- ***Anzac Day (25 April);***

- ***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);***
- ***Christmas Day (25 December);***
- ***Boxing Day (26 December);***
- ***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.***

- 115. *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.***
- 116. *The Principal 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.***
- 117. *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.***
- 118. *Where a public holiday falls during a period when an employee is absent on leave (other than Annual or paid Personal/carers 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).***
- 119. *An employee who is rostered to work on a public holiday may, with the Principal's prior approval, either:***
- a) absent themselves from work on that day and be paid as if that day were not a public holiday; or***
 - b) attend work on that day and be paid salary as if that day were not a public holiday, and have an alternate day off in lieu of foregoing the public holiday; or***
 - c) attend work on that day and be paid salary as if that day were a public holiday.***

Variations to public holidays

- 120. *Cultural or religious days of significance: where the Principal and the relevant employee agree, a cultural or religious day of significance to the employee may be substituted for any holiday prescribed under clause 114. Where an employee cannot work on a day for which a substituted holiday has been granted in accordance with this clause (cultural or religious days of significance), the affected employee will work make-up times at times to be agreed with the Principal, without entitlement to overtime payment.***

Christmas closedown

121. ***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.***
122. ***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. 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 half pay, payment is on half pay) .***
123. ***There will be no deduction from Annual or Personal/carer's leave credits for the closedown days.***

Recall to duty

124. ***In the event that an employee is recalled to duty from leave, that portion of approved leave which is subject to the recall to duty will be re-credited to the employee's leave entitlements. In addition the Institute may provide up to one day of leave credit.***

Unauthorised absence

125. ***Where an employee is absent from duty without approval, all pay and other benefits provided under this Agreement will cease to be available until the employee resumes duty or is granted leave.***

Long-term Illness Rehabilitation Program

126. ***This program applies to an employee who has been absent on long-term Personal Leave with a non-compensable illness or injury (whether or not the absence relates to a single medical condition) for:***
- a) ***a continuous period of at least four weeks; or***
 - b) ***a total of at least four weeks within a period of 13 weeks.***
127. ***An Institute appointed Rehabilitation Adviser will determine whether it is appropriate to place the employee on a rehabilitation program with a view to facilitating the employee's recovery and return to work.***
128. ***The Human Resources (HR) Manager will determine whether it is appropriate to engage the services of an approved rehabilitation provider to assist in facilitating a return to work program for injured and ill employees.***
129. ***If the HR Manager, in conjunction with the rehabilitation provider, determines that a return to work program is appropriate, the rehabilitation provider must develop the return to work program in consultation with the HR Manager, the employee, the work area, and, with the employee's consent, the employee's treating medical practitioner.***
130. ***The rehabilitation program will commence only if the employee agrees, in writing, to participate in the program and undertake all action identified as part of the program.***

131. If the employee does not:

- a) Co-operate in the development of a rehabilitation program;**
- b) agree to participate in the program; or**
- c) undertake all action identified as part of the program**

then the employee must provide a statement, in writing, setting out the reasons for not doing so.

Other Leave

132. Other Leave may be granted, for a variety of purposes such as NAIDOC, ceremonial or cultural activities or Jury Service with the approval of the Principal.

133. However, leave is subject to operational requirements and may be granted:

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

134. Leave without pay (LWOP) does not count as service, including for leave and superannuation purposes, unless the delegate determines otherwise or there is a statutory entitlement.

135. An ongoing employee proceeding on LWOP has a right to return to a position at the same classification level at the end of their LWOP period. If the position has become excess during the period of leave, the employee is entitled to the provisions of Redeployment or Redundancy under this agreement.

Leave of one day or less

136. Employees should normally use flex or TOIL rather than annual or other leave when seeking approval for one day or less off work.

Recognition of Prior Service

137. Where an employee is employed after having been deemed to have resigned following marriage under the former s49 of the Public Service Act 1922, or is reappointed following termination of employment under s29(3)(d) of the Public Service Act 1999, the employee will be credited with any Personal Leave credits held at the time of ceasing the earlier period of employment.

PART D – REMUNERATION AND ALLOWANCES

General

138. **Attachment 1 sets out the classification levels and salary rates payable to employees.**
139. **Employees will be paid at one of the increments listed in Attachment 1 except where clause 153 (Salary on movement to Institute) applies.**
140. **The Principal may determine, or re-determine if necessary to correct administrative errors, the appropriate increment and classification for new employees and for employees moving from trainee positions.**
- **On the basis of the measures agreed to in this Agreement, employees will receive, at the dates described, salary increases as per Attachment 1 to the Agreement.**
141. **All salary increases under this Part are rounded to the nearest dollar, as shown in Attachment 1.**

Salary Increments

142. **Employees will be eligible for annual salary advancement to the next increment specified in Attachment 1, if there is a higher increment available, on 1 July each year. Advancement is linked to the Institute's Performance Feedback Scheme and is subject to satisfactory performance as assessed under the Institute's Performance Feedback Scheme.**

Promotion

143. **Promotion to a higher level will be through successful application to an advertised position and based upon merit selection or through the Broadbanding arrangements.**

Superannuation

144. **The Institute will make compulsory employer contributions as required by the applicable legislation.**
145. **Where an employee is ineligible to join the Commonwealth's Defined Benefit Schemes (CSS or PSS defined benefit) the Institute's employer contribution rate will not be less than 15.4% for the life of this Agreement, regardless of the employee's choice of fund.**
146. **The Institute may choose to limit superannuation choice on the basis of funds that allow employee and/or employer contributions to be paid by electronic funds transfer.**
147. **Except for members of defined benefits schemes, the salary for superannuation will be the employee's fortnightly contribution salary within the meaning of the Superannuation Guarantee (Administration) Act 1992.**

148. ***Employer superannuation contributions will not be paid on behalf of employees during periods of unpaid leave that does not count as service, unless otherwise prescribed by legislation.***
149. ***The default fund (i.e. if none is selected) is the Public Sector Superannuation Accumulation Plan (PSSap).***

Payroll deductions

150. ***Employees may authorise deductions from their salary by providing written authority to the HR Manager. Employees are responsible for the accuracy of this information, including any changes necessary from time to time. The Institute may bar deductions to some organisations on the basis that it is not good practice. However, no deduction will be made if those deductions place the Institute in contradiction of government policy.***

Salary Packaging

151. ***Flexible remuneration provides an opportunity for employees to receive payment in a manner that suits their particular needs. For more information on the administration of Salary Packaging, employees should consult the Salary Packaging Guidelines Policy. Salary packaging will be offered on the basis that there will be no additional cost to the Institute resulting from the adoption of flexible remuneration.***
152. ***Where employees take 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 arrangements had not been entered into.***

Salary on movement to the Institute

153. ***Where an employee moves to the Institute from another Commonwealth agency, and that employee's pre-Institute salary is higher than the maximum salary for the relevant classification level under this Agreement, the Principal may approve a higher salary than would be payable under this Agreement. The employee will remain on that salary and will receive no pay rises at that level until their Institute equivalent salary overtakes it or the employee is promoted to a higher level.***

Overtime

154. ***Employees above APS Level 6 are not eligible to receive benefits under this section.***
155. ***The usual recompense for work performed at the direction of management by employees outside of standard working hours will be the granting of TOIL.***
156. ***An employee directed to work overtime outside the bandwidth will be entitled to a meal allowance. Refer to Attachment 2.***
157. ***Where granting TOIL is not practicable, overtime will be payable, where operational circumstances require it, with the prior direction of the relevant manager, at the following rates:***

- **Weekdays outside of normal working hours or between the hours of 7.00pm to 7.00am (outside the bandwidth): time and one half for the first three hours, then double time;**
- **Saturday: double time;**
- **Sunday and public holidays: double time and half.**

158. Overtime leave TOIL will be calculated at the following rates:

- **Weekdays outside of normal working hours or between the hours of 7.00pm to 7.00am (outside the bandwidth): time and one half for the first three hours, then double time;**
- **Saturday: double time (that is, twice the TOIL for a day worked);**
- **Sunday and public holidays: double time and one half (that is, two and a half days TOIL for each Sunday or public holiday worked).**

159. Overtime TOIL must be approved in advance by the relevant manager.

160. If a period of leave in lieu:

- a) has been accrued for at least 2 months, and**
- b) an employee submits a request to take that leave, and**
- c) does not withdraw the request**

a manager must either approve that request or agree to a time within the next month when that leave may be taken.

161. Overtime TOIL must be taken within 3 months; if not, then the employee must be paid out at the specified rate.

162. Overtime TOIL must be recorded separately from flex credits due to the different arrangements for taking TOIL.

163. An Overtime Meal Allowance of \$27.50 is payable.

Emergency duty

164. If an employee is called in to deal with an emergency outside normal hours, an allowance of two hours at double time is payable, in addition to overtime payment or TOIL, for time actually worked including travel time.

Travel entitlements

- 165.** *An employee who is required to travel and to be away from home overnight will be paid an allowance as specified by the Australian Taxation Office (ATO) as allowable rates for travel purposes. The rates will be set out in the latest Taxation ruling.*
- 166.** *Where an employee travels for official purposes for more than 10 hours and the trip does not involve an overnight stay, the employee's travel assistance is restricted to a non-acquittable taxable amount of \$60 paid through the payroll system.*
- 167.** *During the life of this Agreement the Institute will move to either a whole of government travel card or its own corporate card which will be used for travel purposes. The parties agree that the introduction of a travel card will be subject to consultation with the Consultative Committee.*
- 168.** *An employee up to and including APS Level 4, who is travelling or on duty away from the employee's usual place of work will be paid the applicable overtime rates for time necessarily spent in travel in excess of their usual hours of duty for the day.*
- 169.** *When travelling on duty away from Canberra, the normal rules relating to attendance will apply. Where two or more employees travel together, the rules apply individually.*
- 170.** *The rate of payment for travel TOIL for employees at APS Levels 5 and 6 will be calculated at the following rates:*
- *Weekdays outside of normal working hours: time and one half for the first three hours, then double time;*
 - *Saturday: double time (that is, twice the TOIL for a day worked);*
 - *Sunday and public holidays: double time and one half (that is, two and a half days TOIL for each Sunday or public holiday worked).*
- 171.** *TOIL arrangements must be approved by the relevant manager prior to undertaking travel.*
- 172.** *If a period of TOIL:*
- d) *has been accrued for at least 2 months, and*
 - e) *an employee submits a request to take TOIL, and*
 - f) *does not withdraw the request*
- a manager must either approve that request or agree to a time within the next month when that TOIL may be taken.*
- 173.** *TOIL must be taken within 3 months; if not, then the employee must be paid out at the specified rate.*
- 174.** *TOIL must be recorded separately from flex credits due to the different arrangements for taking TOIL.*

175. ***During the life of this Agreement, the Institute will develop a comprehensive TOIL policy in consultation with the Consultative Committee, which will incorporate the overtime and travel TOIL arrangements described above. This policy will not act to provide a provision that is inconsistent with the Bargaining Framework and the recommended terms and conditions regarding TOIL arrangements for Executive Level employees. TOIL for Executive Level employees is not an hour for hour entitlement, and is subject to approval by the relevant manager.***

Motor vehicle allowance

176. ***When a motor vehicle is required, employees will normally use an Institute vehicle when carrying out Institute business. For overnight travel a hire car may be obtained.***
177. ***If an Institute vehicle or hire car is not available, or if the employee wishes to use a vehicle for private purposes during the travel, the Principal may authorise an employee to use their private vehicle on Institute business. In this case the employee will be paid an allowance of 70 cents per kilometre or an amount equivalent to “the best fare of the day” as advised by the Institute’s travel provider, whichever is the lesser.***

Corporate Support allowances

178. ***An employee providing first aid (St John Ambulance Senior Certificate Level 2 or equivalent), Harassment Contact Officer, Health and Safety Representative or Fire Warden support within the Institute may, at the discretion of the Principal, be paid a corporate support allowance per fortnight. Refer to Attachment 2 for rates. This allowance will count as salary for all periods of leave with pay and will count for superannuation purposes.***
179. ***The designated corporate support responsibilities for which the corporate support allowance is to be paid will be determined and reviewed from time to time by the Principal, in consultation with the Consultative Committee or the OH&S Committee as appropriate and subject to qualifications and performance review.***
180. ***A maximum of one corporate support role per employee will be payable. This will provide a number of opportunities for staff and a greater base of relevant knowledge, as well as mitigate any conflict in roles.***
181. ***The entitlement to receive the allowance will not commence until the employee has received basic training in the discipline required.***

Removal expenses and living allowances

182. ***The Principal may approve reasonable removal, transport and associated costs for an employee appointed to a position in the Institute, where that employee is required to relocate themselves and/or their household and/or their family in order to take up the position.***
183. ***Removal assistance will not be provided for contracts of less than one year.***

- 184. The Principal may approve payment of rental assistance or similar support for employees who live outside Canberra.**

Higher duties allowance

- 185. When the Principal temporarily assigns an employee duties at a higher level for more than 5 days continuously they will be entitled to a higher duties allowance. The allowance will be paid for the whole period of higher duties.**
- 186. The amount of the Higher Duties Allowance will be as reasonably determined by the Principal, having regard to:**
- a) the rate of pay for the higher level;**
 - b) the level and extent of additional duties and responsibilities actually assumed; and**
 - c) any previous relevant experience at the higher level.**
- 187. Employees will be entitled to salary advancement to the next available increment where they have acted in a higher position for a period of 12 months or an aggregate of 12 months, subject to the conditions outlined in this Agreement.**

PART E – PERFORMANCE FEEDBACK SCHEME AND STAFF DEVELOPMENT

General

188. *The Institute will continue to operate a Performance Feedback Scheme which will encompass employee development and training. The Parties agree to commence a review of the Scheme within six (6) months of the commencement of this agreement.*
189. *Performance assessment processes will be :*
- *applied consistently across all areas of the institute.*
 - *be subject to individual employee review rights.*
 - *transparent, including appropriate reporting of outcomes to employees, while protecting individual privacy.*
 - *linked to AIATSIS specific work level standards.*

Broadbanding

190. *All employees currently employed under the broadbanding arrangements will remain on those arrangements. For more information on the administration of Broadbanding, employees should consult the Broadbanding Guidelines. Broadbanding of positions and advancement will be conducted using the Performance Feedback Scheme and the Broadband Guidelines.*
191. *Progression to a higher designation within a broadband is not automatic.*
192. *Progression to a higher designation within a broadband can only occur when the Principal determines:*
- *there is work available at the higher designation level; and*
 - *an individual employee's performance is assessed as at least "Fully Effective" and they demonstrate an ability to undertake the work at the higher designation level.*
193. *Broadbanding does not replace merit selection. Within a work area, where there are a number of employees at the same level, doing similar work, a streamlined merit selection exercise should be used.*

Classification

194. *All positions will be classified in accordance with AIATSIS Work Level Standards.*

Development positions

195. ***Employee development and training forms a fundamental component in maximising the efficiency of employees, enhancing job satisfaction and advancing career prospects. It is an essential part of the Performance Feedback Scheme.***
196. ***Each employee's Performance Agreement will include a training and development program, which is produced following discussion between each employee and their supervisor.***
197. ***The Institute will ensure that reasonable opportunities are provided for employees to attend suitable courses dealing with identified needs, subject to courses being available and in accordance with the Training and Development Policy.***
198. ***Salary will be at the lowest increment of each classification unless the Principal determines otherwise.***

Study Assistance

199. ***The Institute will continue to operate a study assistance scheme for eligible employees. For more information on the administration of Study Assistance, employees should consult the Study Assistance Guidelines.***

PART F – UNDER-PERFORMANCE AND UNSATISFACTORY PERFORMANCE OF DUTIES

General

- 200. When under-performance relates to non-ongoing employees with a remaining contract term of less than 12 months, the Principal may determine appropriate procedures consistent with good management practices.**
- 201. This Part does not apply:**
- a) to employees who are subject to a period of probation, during the probationary period;**
 - b) in cases of suspected breaches of the Code of Conduct; or**
 - c) where there is a health-related reason for the unsatisfactory performance or where an essential qualification has been lost.**

Unsatisfactory performance of duties

- 202. The Institute's Performance Feedback Scheme is a key element in the performance management process. The scheme is designed to ensure that supervisors and employees communicate freely, effectively and on a regular basis in relation to performance, skills enhancement and professional development. Consequently, failure to perform or under-performance will be identified within the Performance Feedback process as outlined in the Institute's Managing Underperformance Policy.**
- 203. An employee is entitled to review of a decision, other than a decision to terminate employment, in accordance with Division 5.3 of the Public Service Regulations 1999 and as outlined in the Institute's Review of Actions Policy.**
- 204. An employee may be terminated with consent at any stage of the process.**

PART G -- SAFE, HEALTHY AND FLEXIBLE WORKPLACE

Healthy workplace

205. *The Institute is committed to ensuring the well-being and good morale of its employees, and recognises that employees who are in good health are likely to be more productive in the workplace.*
206. *The Institute does not condone the use of illegal drugs or excessive use of legal drugs. Employees under the adverse influence of drugs may be requested to leave the workplace until they are no longer under that adverse influence.*
207. *To assist in the promotion of good health, the Institute will reimburse up to \$150.00 per financial year (which will be cumulative for two years) during the course of the Agreement for the cost of an employee's participation in an appropriate health promotion activity.*
208. *The Institute may offer influenza or other inoculations, health checks or other health benefits from time to time and as deemed desirable by the Principal.*
209. *The Institute will provide access to eyesight testing and reimbursement towards expenses. For more information on the administration of eyesight testing, employees should consult the Screen Based Eyesight Testing Policy.*
210. *The Institute offers access to confidential counselling services to address issues of a work or personal nature that may impact on employee's health and wellbeing.*

Smoke free workplace

211. *The Institute is a smoke free workplace and does not permit smoking when employees are on duty. During the life of this agreement the Institute will implement a smoke free workplace policy and will provide reasonable assistance to employees to quit smoking.*

Outside Work

212. *An employee who wishes to engage in work outside the Institute, e.g. a second job, must make application in writing to the Principal.*
213. *The Principal may approve such an arrangement, providing the other work is undertaken outside of Institute hours.*
214. *The Principal may withdraw approval for outside work, if such an arrangement proves detrimental to the employee's health or performance at the Institute.*

Information and Referral Service

215. **Employees will have access to an Information and referral service to assist them with caring responsibilities such as child care, elder care and care for dependants with disabilities. Additional information is available in the Institute's Information and Referral Service policy**

Working environment

216. **Healthy working conditions, including satisfactory ambient conditions, are a desirable and necessary feature of the working environment. In the event that the environment in the Institute's building is agreed to be unacceptable, employees affected may request to be deemed to be on approved leave with pay, pending:**
- **being located to another part of the Institute building that is an acceptable environment;**
 - **being released from the work place to undertake their duties elsewhere subject to a workplace inspection.**

Flexible working arrangements

217. **[The National Employment Standards are relevant to this provision – s. 65]**
218. **An employee who is a parent, or has responsibility for the care of a child under school age or a child under 18 who has a disability, may request flexible working arrangements, including part-time hours. The employee is not eligible to make this request unless they have completed at least 12 months of continuous qualifying service (the principal may waive this requirement in exceptional circumstances).**
219. **A casual employee engaged for irregular or intermittent duties may only request flexible work arrangements if the employee:**
- **is a long term casual employee immediately before making the request; and**
 - **has reasonable expectation of continuing employment on a regular and systematic basis.**
220. **A request made in accordance with clause 217 must be in writing and set out details of the change sought and the reasons for the change. The Principal 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.**
221. **For the purposes of this clause:**
- **'qualifying service' means service that is recognised for redundancy pay purposes;**
 - **'casual' means an employee engaged on an irregular or intermittent basis.**

Home-based work

- 222. The Principal may agree to an employee working from home, and any conditions to apply to that agreement. More information is provided in the Institute's Home Based Work policy**

Occupational Health and Safety

- 223. The Institute is committed to providing employees with a safe and healthy work environment, and acknowledges the value in focusing on preventing workplace injuries through the identification and removal of hazards and potential hazards. The Institute acknowledges that a healthy working environment is free from bullying and harassment, and that excessive workloads may pose a threat to the health and wellbeing of employees.**
- 224. The parties to this agreement note that the Work Health and Safety Act 2011 and the Institute's Health and Safety Management Arrangements, as varied from time to time apply to Institute employees.**
- 225. The Institute will continue to support an Occupational Health and Safety Committee. For more information on the administration of the Occupational Health and Safety Committee, employees should consult the Health and Safety Management Arrangements.**
- 226. Where a dispute arises in relation to Occupational Health and Safety that cannot be resolved satisfactorily under the Work Health and Safety Act 2011 or the Institute's Health and Safety Management Arrangements, the dispute must be addressed in accordance with the dispute resolution procedure within this Agreement.**

Workplace injuries

- 227. The normal method of dealing with injuries in the workplace is through Comcare. All employees should submit a claim for compensation, through their supervisor to the HR Manager, if they incur costs for medical treatment or time off work as a result of a workplace injury.**
- 228. Information on workplace safety, first aid and return to work of employees after injury or illness is provided in the Institute's relevant policies.**

PART H – A CO-OPERATIVE WORKPLACE

General

229. *The Institute is committed to communicating and consulting with employees and employee representative bodies on workplace issues and recognises the legitimate role of employee representative bodies and other elected employee representatives in advocating the views of Institute employees.*
230. *The Institute agrees to:*
- a) *discuss workplace issues in a spirit of cooperation and trust;*
 - b) *ensure that employees receive information on workplace issues that affect them and have the genuine opportunity to contribute to, and have their views considered on, those issues prior to a final decision being made;*
 - c) *further the objectives of co-operative workplace relations; and*
 - d) *recognise the principles of Freedom of Association*

Workplace delegates

231. *The role of workplace delegates is to be respected and facilitated in accordance with the Principles Relating to Workplace Delegates set out at Attachment 3.*

Consultative Committee

232. *The parties to the Agreement agree to the continued operation of a Consultative Committee.*
233. *The Consultative Committee is governed by the AIATSIS Consultative Committee Charter, which defines that the composite of the Consultative Committee shall include employee representative bodies, for example unions such as the CPSU. Employee representatives that may not be affiliated with a particular union or representative body are also able to be represented in the Consultative Committee.*
234. *For the purpose of this Agreement, consult means:*
- a) *providing relevant information to employees and where they choose their representatives, about impending changes, decisions, reviews or other issues that will impact on them so that they are able to meaningfully participate in debate; and, for this to be effective, the participation must be contributing to the decision-making process not only in appearance, but in fact;*
 - b) *in making decisions, taking account of the views expressed by employees and where they choose, their representatives; and*

- c) *explaining decisions that have been made, including how the views expressed by employees and where they choose, their representatives were taken into account.*

235. *For more information on the administration of the Consultative Committee, staff should consult the AIATSIS Consultative Committee Terms of Reference and Operating Guidelines. The document remains in force for the life of this Agreement and will only be changed or varied by consultation and agreement of the parties.*

236. *The Consultative Committee shall have responsibility for:*

- a) *discussing issues related to the implementation and maintenance of the integrity of this Agreement;*
- b) *consultation on Institute personnel and employment policies and procedures if required and make changes to those if and when necessary; and*
- c) *such other matters as are agreed to at the request of the Principal.*

237. *Other consultative mechanisms, including regular program meetings, will remain in place. In particular the parties agree that issues of concern will be raised promptly with Program Managers, who in turn will draw the attention of the Principal to these if appropriate. Managers will ensure that regular feedback, information sessions and formal communication sessions are maintained through regular program meetings.*

Consultation on major change(s)

238. *In addition to the processes above, this clause applies where a decision is made to introduce major changes in a work area that are likely to have significant effects on employees, other than where provision is made elsewhere in this Agreement regarding a specific change.*

239. *Where a definite decision is made to introduce major changes in program, organisation, structure, or technology that are likely to have significant effects on employees, the Institute must notify the employees who are likely to be affected by the proposed changes and their representative, if the employees appoint one.*

240. *Significant effects include:*

- a) *termination of the employment;*
- b) *major change to the composition, operation or size of the Institute's workforce or to the skills required of employees;*
- c) *the elimination or diminution of job opportunities, promotion opportunities or job tenure;*
- d) *significant alteration of hours of work;*
- e) *the need to retrain employees;*

- f) ***the need to relocate employees to another workplace; and***
- g) ***the major restructuring of jobs.***

- 241. *The Institute must discuss with the affected employees, and their representatives, the introduction of the changes referred to in clause 240, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on the employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.***
- 242. *The discussions must commence as soon as practicable after a definite decision has been made to make the changes referred to in clause 240.***
- 243. *For the purposes of the discussion, the employees and their representatives are to be provided in writing all relevant information about the change including the nature of the change proposed, the expected effects of the changes is likely to have on the employees and any other matters likely to affect the employees. The Institute is not required to disclose confidential or commercially sensitive information to the employees.***

PART I – INDIGENOUS EMPLOYMENT OPPORTUNITIES AND CULTURAL DIVERSITY

Indigenous Caucus

244. *Indigenous employees may choose to hold meetings for Indigenous employees (the 'Indigenous Caucus') at such times as are reasonably necessary to deal with any business, and the Institute recognises that this provides opportunity for valuable debate, feedback and communication.*
245. *To this end it is agreed that the Indigenous Caucus meetings of the Indigenous employees will be minuted and that these minutes, once endorsed, will be made available to the Principal. The Caucus may decide to circulate the minutes, or an edited version thereof, to other employees.*
246. *During the life of this Agreement the Institute will develop, in consultation with the Indigenous Caucus an Employment Strategy and Cultural Competency Framework for Aboriginal and Torres Strait Islander employees including a commitment to the recruitment and retention of Aboriginal and Torres Strait employees. All Program Managers will include in their performance agreements a commitment to delivering on these policies*

Indigenous Recruitment, Retention and Career Development

247. *The Institute is committed through consultation to the development and implementation of an Indigenous Recruitment, Retention and Career Development Strategy. This strategy will be developed in consultation with the Indigenous Caucus. Any further amendments will be agreed to in consultation with the Indigenous Caucus and the Consultative Committee.*
248. *An Indigenous employee engaged as a cadet is entitled to receive benefits as set out in the National Indigenous Cadetship Program (NICP) or similar programs which may replace NICP. The Institute's Study Assistance guidelines provide for additional study leave for Aboriginal and Torres Strait Islander employees.*

Cultural diversity and non-discrimination

249. *The Institute is committed to preventing and eliminating discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin or on the basis that an individual either is, or is not, a member of a union of employees or of a particular union of employees.*
250. *The parties to this agreement agree to work positively to promote the richness and variety of cultural diversity in the Institute's employees and welcome the contribution that all employees, from whatever background, can make to the Institute and encourage and welcome their particular contribution.*

PART J – REDEPLOYMENT AND REDUNDANCY

General

251. ***Any ongoing employee who becomes an excess employee, as defined in clause 253, due to operational requirements will have access to the provisions contained in this section.***

Definition

252. ***For the purposes of this Part, 'the Act' means the Public Service Act 1999.***

Excess employees

253. ***An employee is an 'excess employee' for the purposes of this Agreement if:***
- a) ***the employee is included in a class of employees in the Institute, which class comprises a greater number of employees than are necessary for the efficient and economic working of the Institute;***
 - b) ***the services of the employee cannot be effectively used, because of changes in the work methods of the Institute 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 in a different locality, the employee is not willing to perform duties in the locality and the Principal has determined that this definition applies to that employee.***
254. ***Where 15 or more employees become excess, the notification requirements of the Fair Work Act 2009 will apply.***

Consultation

255. ***When the Principal is aware that an employee(s) is likely to become excess, the Principal will, at the earliest practicable time, advise the employee(s) of the situation.***
256. ***In relation to potential excess employee(s), discussions will be held about whether voluntary retrenchment might be appropriate.***
257. ***Where an employee requests, the Principal will consult as soon as possible with the employee's representative.***
258. ***The Principal will then identify the employees who are excess to the Institute's requirements and advise those employees in writing that they are excess:***
- ***one month after the Principal has advised the employees under clause 255;***
 - ***one month after the discussions in clause 256 have been held; or***

- *where the employee or where the employee's chosen representative has declined to discuss the matter, one month after the Principal has advised the employee under clause 257.*

259. *Prior to the conclusion of these discussions, the Principal may invite employees who are not 'excess employees' to express interest in voluntary retrenchment. This only applies to those employees where for operational reasons the affected parties would benefit by permitting the non-excess employee to swap positions with the 'excess employee'.*

Application

- 260.** *The provisions of the redeployment, redundancy and termination provisions of this Agreement do not apply to:*
- a) an ongoing employee who is on probation;*
 - b) non-ongoing employee, including an employee whose employment is for a specified period or task; or*
 - c) an APS employee engaged for duties that are irregular or intermittent.*

Voluntary retrenchment

- 261.** *Where the Principal invites an excess employee to accept voluntary termination, the employee will have one month to accept the offer. Where the offer is accepted the Principal will not give notice of termination under s29 of the Act before the end of that period without the agreement of the employee.*
- 262.** *Within that period the employee must be given information on the amount of their severance benefit, pay in lieu of notice and paid-up leave credits, and the amount of their accumulated superannuation contributions, options open to them concerning superannuation and the taxation rules applying to the various payments. The Principal may provide up to \$1,200 for financial advice to assist this process, at the request of the employee, subject to the employee providing evidence of relevant expenditure.*
- 263.** *The Principal may make an offer of voluntary retrenchment to an excess employee within two months of being declared excess, and if not already made, will make an offer at the end of that period to an employee who has not been redeployed.*
- 264.** *Only one offer of voluntary retrenchment will be made to an excess employee in any 12 month period.*

Period of notice

- 265.** *Where the employee agrees to be voluntarily retrenched, the Principal can approve their termination and, upon approval, will give the required notice of termination under s29 of the Act.*

266. *The period of notice will be four (4) weeks (or five (5) weeks for an employee over 45 years of age with at least five years of continuous service).*

267. *When an employee is terminated at the beginning of, or within, the notice period, they will receive payment in lieu of notice for the unexpired portion of the notice period.*

Severance benefit

268. *An employee who accepts voluntary termination is entitled to the following severance pay:*

- a) *Two (2) weeks' salary for each completed continuous year of service; and*
- b) *a pro-rata payment for completed continuous months of service since the last completed year of service;*

269. *subject to any minimum amount the employee is entitled to under the National Employment Standards.*

270. *The maximum amount payable is an amount equal to 48 weeks' salary.*

271. *Subject to this section, service for severance pay purposes means:*

- a) *service in the Institute;*
- b) *government service as defined in section 11 of the Long Service Leave (Commonwealth Employees) Act 1976;*
- c) *service with the Australian Defence Forces;*
- d) *service in the APS immediately preceding deemed resignation under the repealed s 49 of the Public Service Act 1922, if the service has not previously been recognised for severance pay purposes;*
- e) *APS service immediately preceding deemed resignation, if service has not previously been recognised for severance pay purposes; and*
- f) *service in another organisation where an employee has moved from the APS to that organisation with a move of function, or an employee engaged by that organisation on work within a function is appointed as a result of the move of that function to the APS, and such service is recognised for long service leave purposes.*

272. *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 s 49 of the Public Service Act 1922.**

273. Any period of service which ceased for any of the following reasons will not count as service for severance pay purposes:

- a) Through termination on any of the following grounds:**
 - i) the employee lacks, or has lost, an essential qualification for performing his/her duties and is unable/unwilling to upgrade his/her qualifications;**
 - ii) non-performance, or unsatisfactory performance, of duties;**
 - iii) failure to satisfactorily complete an entry level training course;**
 - iv) failure to meet a condition imposed under subsection 22(6) of the Act;**
or
 - v) a breach of the Code of Conduct.**
- b) On a ground equivalent to a ground listed in this clause under the repealed Public Service Act 1922; or:**
 - i) through voluntary termination at or above the minimum retiring age applicable to the employee; or**
 - ii) with the payment of a redundancy benefit or similar payment or an employer-financed termination benefit.**

274. Absences from work which do not count as service for Long Service Leave purposes will not count as service for severance pay purposes.

Rate of payment -- severance benefit

275. For the purpose of calculating any payment under clause 268, salary will include:

- a) the employee's salary at their substantive work value level, adjusted where appropriate for periods of part time service; or the salary of the higher work value level, where the employee has been paid at the higher level for a continuous period of at least 12 months immediately preceding the date on which he or she is given notice of termination; and**
- b) other allowances in the nature of salary which are paid during periods of recreation leave and on a regular basis, excluding allowances which are reimbursements for expenses incurred, or a payment for disabilities associated with the performance of duty.**

Retention and redeployment

- 276. Where an employee is likely to become excess the Principal or delegate will take all reasonable steps consistent with the interests of efficient administration of the Institute, including merit based selection, to move/assign an excess employee to suitable duties at the same level within the Institute.**
- 277. During the retention period, the Principal:**
- **will consider excess employees who are applicants in isolation from, and not in competition with, other applicants for employment opportunities at the employee's substantive classification level or below, for which he/she has the appropriate qualification or experience;**
 - **may refer the employee to any redeployment services;**
 - **provide reasonable paid leave, and pay reasonable travel and incidental expenses incurred, in seeking alternative employment and attending interviews where these costs are not met by the prospective employer;**
 - **after taking the above steps, may, if the employee has not been found alternative employment, reduce the excess employee's classification level as a means of securing alternative ongoing employment for the excess employee. Where this occurs before the end of an employee's retention period, four weeks' notice must be given, and the employee will continue to be paid at his/her level for the balance of the retention period.**
- 278. During the retention period the employee:**
- **will take reasonable steps to find alternative employment;**
 - **will actively participate in learning and development activities, trial placements or other reasonable arrangements to assist in obtaining an alternative placement.**
- 279. Unless the employee agrees, an excess employee who does not accept an offer of voluntary retrenchment will not be involuntarily terminated under s29 of the Act until the following retention periods have elapsed:**
- **13 months where an employee has 20 years of service, is over 45 years of age; or**
 - **seven months for other employees.**
- 280. If an employee is entitled to a redundancy payment in accordance with the National Employment Standards the relevant period in clause 279 above is reduced by the number of weeks redundancy pay that the employee will be entitled to under the National Employment Standards on termination, calculated as at the expiration of the retention period (as adjusted by this clause).**
- 281. The retention period will commence on the earlier of the following:**

- a) ***the day the employee is advised in writing by the Principal that he/she is an excess employee; or***
- b) ***one month after the day on which the Principal invites the employee to elect to be terminated.***

282. ***The retention period will be extended by any periods of certified Personal Leave taken during the retention period.***
283. ***If an excess employee is directed to move the employee's household to a new locality, the Institute will reimburse reasonable expenses of that move.***
284. ***Where the Principal is satisfied that there is insufficient productive work available for the employee during the remainder of their retention period and that there are no reasonable redeployment prospects in the APS, the Principal may with the agreement of the employee terminate their employment under s.29 of the PS Act.***
285. ***Upon termination the employee will be paid a lump sum comprising:***
- ***the balance of the retention period (as shortened for the NES under clause 280 above) and this payment will be taken to include the payment in lieu of notice of termination of employment; and***
 - ***the employee's NES entitlement to redundancy pay***

Involuntary termination

286. ***The Principal may involuntarily terminate an excess employee under s29 of the Act at the end of the retention period.***
287. ***An excess employee will not be terminated involuntarily if the employee has not been invited to accept an offer of voluntary retrenchment or has elected to be terminated but the Principal refuses to approve it.***
288. ***An excess employee will be given four weeks' notice prior to the end of the retention period (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 they will be involuntarily terminated. This notice period is part of the retention period.***
289. ***The specified periods of notice will, as far as practicable, be concurrent with the retention periods. The employee will be paid the balance of their entitlement to retention period as shortened by the National Employment Standard entitlement.***

Accelerated separation arrangements

290. ***The Principal may provide employees likely to be subject to the redundancy provisions of this Agreement with an accelerated separation option. In addition to the severance benefit, this option provides employees who have been identified as eligible to be made an offer of voluntary redundancy and who are terminated within 14 days of receiving it, an amount of 10 weeks' salary (or 11 weeks' salary for an employee 45 years of age with a least five years continuous service). The payments made under this clause are inclusive of any statutory entitlement to payment in lieu of notice.***

- 291. *This option is available to employees who are terminated from the Institute prior to the commencement of any formal consultation with employees and, where they choose, their nominated representatives, noting that at any time, the employee may nominate a representative they wish to be involved in this matter, in which case the Principal will hold discussions with the employee and their representative.***
- 292. *Where an employee has elected not to accept an offer under this option, the Redundancy provisions of this Agreement will then apply.***

ATTACHMENT 1 –AIATSIS SALARY CLASSIFICATIONS

Translation arrangements

Translation to the new salary table shall occur as follows:

On commencement of this Agreement, each staff member shall translate to the salary in the new salary structure that appears next to the annual salary that the employee was being paid as at 30 June 2012 or the date immediately preceding the commencement of this Agreement, whichever date is earlier.

On 1 July the employee shall advance to the next higher pay point, if one is available in the employee’s classification range, in the new salary structure, subject to the employee meeting the requirements for annual salary advancement under the performance cycle process and terms of this Agreement.

If this Agreement does not commence by 1 July 2012 the salary start date of 1 July 2012 (in column 7), will be deemed to be that of the commencement date of the Agreement.

Old Structure	Employees salary as at 30 June 2012 or immediately preceding commencement of Agreement (whichever is earlier)	New Structure	New Structure	Salary on Commencement	% on Commencement	Salary on 1 July 2012	% on 1 July 2012	Salary on 1 July 2013	% on 1 July 2013	Total % Increase
APS 1.1	\$36,863	APS 1.1	APS 1.1	\$38,338	4.00%	\$39,104	2.00%	\$39,886	2.00%	8.00%
APS 1.2	\$38,104	APS 1.2	APS 1.2	\$41,091	5.00%	\$42,118	2.50%	\$42,960	2.00%	9.50%
APS 1.3	\$39,134	APS 1.2	APS 1.3	\$43,580	6.96%	\$44,669	2.50%	\$45,563	2.00%	11.46%
APS 1.4	\$40,744	APS 1.3								
APS 2.1	\$41,721	APS 2.1								
APS 2.2	\$42,869	APS 2.1	APS 2.1	\$44,609	3.50%	\$45,501	2.00%	\$46,411	2.00%	7.50%
APS 2.3	\$43,996	APS 2.2	APS 2.2	\$45,976	4.50%	\$47,125	2.50%	\$48,068	2.00%	9.00%
APS 2.4	\$45,137	APS 2.3	APS 2.3	\$49,485	6.96%	\$50,722	2.50%	\$51,737	2.00%	11.46%
APS 2.5	\$46,265	APS 2.3								
APS3.1	\$47,521	APS 3.1	APS 3.1	\$50,769	3.40%	\$51,785	2.00%	\$52,820	2.00%	7.40%
APS3.2	\$48,756	APS 3.1	APS 3.2	\$52,743	5.50%	\$54,061	2.50%	\$55,142	2.00%	10.00%
APS 3.3	\$49,993	APS 3.2	APS 3.3	\$54,859	6.96%	\$56,230	2.50%	\$57,355	2.00%	11.46%
APS 3.4	\$51,289	APS 3.3								

Old Structure	Employees salary as at 30 June 2012 or immediately preceding commencement of Agreement (whichever is earlier)	New Structure	New Structure	Salary on Commencement	% on Commencement	Salary on 1 July 2012	% on 1 July 2012	Salary on 1 July 2013	% on 1 July 2013	Total % Increase
APS 4.1	\$52,963	APS 4.1	APS 4.1	\$56,627	2.40%	\$57,760	2.00%	\$58,915	2.00%	6.40%
APS 4.2	\$54,648	APS 4.1	APS 4.2	\$57,471	2.50%	\$58,907	2.50%	\$60,086	2.00%	7.00%
APS 4.3	\$56,069	APS 4.2	APS 4.3	\$61,509	6.96%	\$63,047	2.50%	\$64,308	2.00%	11.46%
APS 4.4	\$57,507	APS 4.3								
APS 5.1	\$59,074	APS 5.1	APS 5.1	\$63,078	2.40%	\$64,340	2.00%	\$65,627	2.00%	6.40%
APS 5.2	\$60,924	APS 5.1	APS 5.2	\$65,771	5.00%	\$67,415	2.50%	\$68,764	2.00%	9.50%
APS 5.3	\$62,639	APS 5.2	APS 5.3	\$66,999	6.96%	\$68,674	2.50%	\$70,047	2.00%	11.46%
		APS 5.3								
APS 6.1	\$63,803	APS 6.1	APS 6.1	\$69,258	2.00%	\$70,643	2.00%	\$72,056	2.00%	6.00%
APS 6.2	\$65,391	APS 6.1	APS 6.2	\$73,379	4.00%	\$75,214	2.50%	\$76,718	2.00%	8.50%
APS 6.3	\$67,183	APS 6.1	APS 6.3	\$78,393	6.96%	\$80,353	2.50%	\$81,960	2.00%	11.46%
APS 6.4	\$70,557	APS 6.2								
APS 6.5	\$73,292	APS 6.3								
EL1.1	\$81,680	EL1.1	EL1.1	\$86,430	0.50%	\$88,159	2.00%	\$89,922	2.00%	4.50%
EL1.2	\$88,207	EL1.2	EL1.2	\$92,617	5.00%	\$94,933	2.50%	\$96,831	2.00%	9.50%
		EL1.3	EL1.3	\$94,346	6.96%	\$96,705	2.50%	\$98,639	2.00%	11.46%
EL2.1	\$94,166	EL2.1	EL2.1	\$102,711	0.50%	\$104,765	2.00%	\$106,861	2.00%	4.50%
EL2.2	\$99,352	EL2.2	EL2.2	\$107,310	5.00%	\$109,993	2.50%	\$112,193	2.00%	9.50%
EL2.3	\$106,782	EL2.3	EL2.3	\$114,214	6.96%	\$117,069	2.50%	\$119,411	2.00%	11.46%
		Average % increase			4.62%		2.33%		2.00%	8.95%

ATTACHMENT 2 – SUMMARY OF ALLOWANCES

Corporate Support allowances

2.1	<i>First Aid Officers</i>	<i>\$27.50 per fortnight</i>
	<i>Harassment Contact Officer</i>	<i>\$27.50 per fortnight</i>
	<i>Health and Safety Representative</i>	<i>\$27.50 per fortnight</i>
	<i>Fire Warden</i>	<i>\$27.50 per fortnight</i>

Overtime meal allowance

2.2	<i>Meal allowance</i>	<i>\$27.50</i>
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ATTACHMENT 3 – PRINCIPLES RELATING TO WORKPLACE DELEGATES

- 3.1** *The role of union workplace delegates and other elected union representatives is to be respected and facilitated.*
- 3.2** *Agencies and union workplace delegates must deal with each other in good faith.*
- 3.3** *In discharging their representative roles at the workplace level, the rights of union workplace delegates include but are not limited to:*
- *the right to be treated fairly and to perform their role as workplace delegates without any discrimination in their employment;*
 - *recognition by the agency that endorsed workplace delegates speak on behalf of their members in the workplace;*
 - *the right to participate in collective bargaining on behalf of those whom they represent, as per the Fair Work Act 2009;*
 - *the right to reasonable paid time to provide information to and seek feedback from employees in the workplace on workplace relations matters at the agency during normal working hours;*
 - *the right to email employees in their workplace to provide information and seek feedback, subject to individual employees exercising a right to 'opt out';*
 - *undertaking their role and having union representation on an agency's workplace relations consultative committee;*
 - *reasonable access to agency facilities (including telephone, facsimile, photocopying, internet and email facilities, meeting rooms, lunch rooms, tea rooms and other areas where employees meet) for the purpose of carrying out work as a delegate and consulting with members and other interested employees and the union, subject to agency policies and protocols;*
 - *the right to address new employees about union membership at the time they enter employment, subject to the employee choosing not to be addressed;*
 - *the right to consultation, and access to relevant information about the workplace and the agency;*
 - *the right to reasonable paid time to represent the interests of members to the employer and industrial tribunals.*
- 3.4** *In discharging any roles that may involve undertaking union business, the rights of union workplace delegates include but are not limited to:*
- *reasonable paid time during normal working hours to consult with other delegates and union officials in the workplace, and receive advice and assistance from union staff and officials in the workplace;*

- ***reasonable access to appropriate training in workplace relations matters including training provided by a union;***
- ***reasonable paid time off to represent union members in the agency at relevant union forums.***

3.5 ***In exercising their rights, workplace delegates and unions will consider operational issues, departmental policies and guidelines and the likely affect on the efficient operation of the agency and the provision of services by the Commonwealth.***

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

ATTACHMENT 4 – DISPUTE RESOLUTION PROCEDURE

4.1 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.

4.2 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.

4.3 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.

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

4.5 Fair Work Australia may deal with the dispute in two stages:

- a) **Fair Work Australia will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and**
- b) **if Fair Work Australia is unable to resolve the dispute at the first stage, Fair Work Australia may then:**
 - i) **arbitrate the dispute; and**
 - ii) **make a determination that is binding on the parties.**

Note: If Fair Work Australia arbitrates the dispute, it may also use the powers that are available to it under the Fair Work Act 2009.

4.6 A decision that Fair Work Australia makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Fair Work Act 2009. Therefore, an appeal may be made against the decision.

4.7 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 prior to the dispute arising, 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;**
 - ii) **applicable work health and safety legislation would not permit the work to be performed;**

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.

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

ATTACHMENT 5 – SUPPORTED SALARY RATES AND CONDITIONS OF EMPLOYMENT.

5.1 *Supported salary rates and conditions of employment shall apply to an employee with a disability who is eligible for consideration under the supported wage system. In the context of this clause, the following definitions will apply:*

- *Supported Wage System means the Commonwealth Government system to promote employment for people who cannot perform work at full salary because of a disability, as documented in ‘Supported Wage System: Guidelines and Assessment Process’.*
- *Accredited Assessor means a person accredited by the managing unit, established by the Commonwealth under the Supported Wage System, to perform assessments of an individual’s productive capacity within the Supported Wage System.*
- *Disability Support Pension means the Commonwealth pension scheme to provide income security for persons with a disability as provided for under the Social Security Act 1991, as amended from time to time, or any successor to that scheme.*
- *Assessment instrument means the form provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.*

5.2 *Eligibility Criteria*

Employees covered by the Supported Wage System (the System) 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, because of the effects of a disability on their productive capacity and who meet the impairment criteria test for a Disability Support Pension. The System’s provisions do not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers’ compensation legislation, or any Departmental arrangements relating to the rehabilitation of employees who are injured in the course of their employment. The System’s provisions also do not apply to employers in respect of their facility, program, undertaking, service or the like which receives funding under the Disability Services Act 1986, and fulfils the dual role of service provider and sheltered employer to people with disabilities who are in receipt of or are eligible for a Disability Support Pension, except with respect to an organisation which has received recognition under s10 or s12A of that Act, or if a part only has received recognition, that part.

Supported wage rates

5.3 Employees to whom the System applies shall be paid the applicable percentage of the salary prescribed by this Agreement for the class of work which the person is performing according to the following schedule:

Assessed Capacity (clause S5.4)	% of Prescribed Salary
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 the minimum amount determined by Fair Work Australia from time to time per week).

**Where a person’s assessed capacity is 10%, they shall receive a high degree of assistance and support.*

Assessment of capacity

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

Lodgement of assessment instrument

5.5 All assessment instruments shall be agreed and signed by the parties to the assessment. All assessment instruments, including the appropriate percentage of the salary to be paid to the employee, shall be lodged by the employer with Fair Work Australia.

Review of assessment

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

Other terms and conditions of employment

- 5.7** *Where an assessment has been made, the applicable percentage shall apply to salary only. Employees covered by the provisions of the System will be entitled to the same terms and conditions of employment as all other workers covered by the Agreement paid on a pro rata basis.*

Workplace adjustment

- 5.8** *A part of the Institute wishing to employ a person under the provisions of the System shall take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.*

Trial period

- 5.9** *In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of the System for a trial period not exceeding twelve weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed. During that trial period the assessment of capacity shall be undertaken and the proposed salary for a continuing employment relationship shall be determined. The minimum amount payable to the employee during the trial period will not be less than that determined by Fair Work Australia or its successor. Work trials should include induction or training as appropriate to the job being trialled. Where the Institute and the employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment referred to above*

ATTACHMENT 6 – WAR SERVICE SICK LEAVE

- 6.1** *A war caused condition means: an injury or disease of an employee that has been determined under the Veterans' Entitlements Act 1986 as amended from time to time to be war-caused or defence-caused.*

Credits

- 6.2** *Employees may accrue two separate credits*
- 6.3** *Employees are allotted a nine week, once only, special credit of War Service Sick Leave on commencement of ongoing employment in the APS. If the employee was eligible for War Service Sick Leave during a previous period of APS employment, on rejoining the APS the special credit allotted, will be any special credit that remained unused on the final day of the previous APS employment.*
- 6.4** *In addition to the special credit, ongoing employees are allotted a three week credit (annual credits) of War Service Sick Leave on commencement, and after each subsequent twelve months service. Unused annual credits will accumulate, subject to a maximum annual credit balance of nine weeks. If the employee was eligible for War Service Sick Leave during a previous period of APS employment, on rejoining the APS any unused accrued annual credits can be brought forward, subject to the maximum annual credit of nine weeks.*
- 6.5** *War Service Sick Leave accruals will be deferred by any periods where an employee has been absent on leave without pay which does not count as service, or for any unauthorised absence.*

Grants

- 6.6** *Approval of War Service Sick Leave will be subject to the provision of a medical certificate stating the nature of the medical condition, and a statement from the Department of Veterans' Affairs stating the medical condition is a war-caused condition.*
- 6.7** *Leave from annual credits may not be granted until the special credit has expired.*

Rate of pay

- 6.8** *War Service Sick Leave is paid, and counts as service for all purposes.*

Credits expired

- 6.9** *Where an employee's War Service Sick Leave credits have expired, Personal Leave provisions will apply.*

Prior service

- 6.10** *Leave that counts as service for Personal Leave purposes will be deemed to count as service for War Service Sick Leave purposes.*