



**AIATSIS**

AUSTRALIAN INSTITUTE OF ABORIGINAL  
AND TORRES STRAIT ISLANDER STUDIES

**Australian Institute of Aboriginal and  
Torres Strait Islander Studies**

**Enterprise Agreement  
2018 - 2021**

## Formal Acceptance of the Australian Institute of Aboriginal and Torres Strait Islander Studies Enterprise Agreement 2018 - 2021 and Signatories

The Australian Institute of Aboriginal and Torres Strait Islander Studies Enterprise Agreement 2018 - 2021 is made and approved under Section 172 of the *Fair Work Act 2009*.

### Employer

Signed on behalf of the  
Commonwealth of Australia

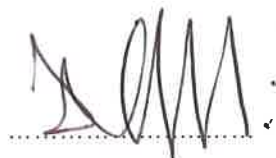


Craig Ritchie  
Chief Executive Officer  
AIATSIS Building  
51 Lawson Crescent, Acton Peninsula,  
Canberra, ACT 2601

Date: 11/09/2018

### Bargaining Representative

Signed on behalf of the Community  
and Public Sector Union



Anthony McLaughlin  
Section Secretary  
Indigenous Peoples Organisations  
Community and Public Sector Union  
40 Brisbane Avenue,  
Barton, ACT 2600

Date: 11/09/2018

### Bargaining Representative



Tran Tran  
Individual Bargaining Representative  
Australian Institute of Aboriginal and  
Torres Strait Islander Studies  
AIATSIS Building  
51 Lawson Crescent, Acton Peninsula,  
Canberra, ACT 2601

Date: 11/09/2018

### Bargaining Representative



Kayannie Denigan  
Bargaining Representative  
Aboriginal and Torres Strait Islander Caucus  
Australian Institute of Aboriginal and  
Torres Strait Islander Studies  
AIATSIS Building  
51 Lawson Crescent, Acton Peninsula,  
Canberra, ACT 2601

Date: 11/9/2018

# Table of Contents

<b>PART A – GENERAL MATTERS</b> .....	<b>1</b>
<i>Agreement title</i> .....	<i>1</i>
<i>Employees covered and parties bound</i> .....	<i>1</i>
<i>Duration and amendment</i> .....	<i>1</i>
<i>Express power of delegation</i> .....	<i>1</i>
<i>Employment arrangements</i> .....	<i>1</i>
<i>Institute policies, procedures and guidelines</i> .....	<i>1</i>
<i>Relationship to other legislation</i> .....	<i>1</i>
<i>Dispute resolution and review of actions</i> .....	<i>2</i>
<i>Termination of employment</i> .....	<i>2</i>
<i>Reviewing termination of employment</i> .....	<i>3</i>
<b>PART B – AGREED MEASURES AND CONDITIONS OF EMPLOYMENT</b> .....	<b>4</b>
<i>Institute working hours</i> .....	<i>4</i>
<i>Part time work</i> .....	<i>4</i>
<i>Casual work</i> .....	<i>5</i>
<i>Recording attendance</i> .....	<i>5</i>
<i>Flextime</i> .....	<i>5</i>
<i>Overtime</i> .....	<i>6</i>
<i>Time off in lieu for Executive Level employees</i> .....	<i>7</i>
<i>Home-based work</i> .....	<i>7</i>
<b>PART C – LEAVE</b> .....	<b>8</b>
<i>General</i> .....	<i>8</i>
<i>Transfer of leave entitlements</i> .....	<i>8</i>
<i>Annual Leave</i> .....	<i>8</i>
<i>Cashing out Annual Leave</i> .....	<i>9</i>
<i>Personal/ Carer's Leave</i> .....	<i>9</i>
<i>Long-Term Carer's Leave</i> .....	<i>10</i>
<i>Compassionate Leave</i> .....	<i>10</i>
<i>Parental/ Maternity Leave</i> .....	<i>10</i>

<i>Supporting Partner Leave</i> .....	11
<i>Adoption/ Fostering Leave</i> .....	11
<i>Return from Parental Leave</i> .....	11
<i>NAIDOC, Ceremonial and Cultural activities</i> .....	12
<i>Leave for Ceremonial Activities and Cultural Obligations</i> .....	12
<i>Community Service Leave</i> .....	12
<i>Defence Reserve Leave</i> .....	12
<i>Public holidays</i> .....	13
<i>Variations to public holidays</i> .....	13
<i>Purchased Leave Scheme</i> .....	14
<i>Long Service Leave</i> .....	14
<i>Other Leave</i> .....	14
<i>Re-crediting periods of approved leave</i> .....	14
<i>Christmas closedown</i> .....	14
<i>Recall to duty</i> .....	15
<i>Unauthorised absence</i> .....	15
<i>Long-term Illness Rehabilitation Program</i> .....	15
<b>PART D – REMUNERATION AND ALLOWANCES</b> .....	<b>16</b>
<i>General</i> .....	16
<i>Salary increments</i> .....	16
<i>Promotion</i> .....	16
<i>Superannuation</i> .....	16
<i>Employee authorised salary deductions</i> .....	17
<i>Salary packaging</i> .....	17
<i>Salary on movement to the Institute</i> .....	17
<i>Emergency duty</i> .....	17
<i>Motor Vehicle Allowance</i> .....	17
<i>Corporate Support Allowances</i> .....	18
First Aid.....	18
Harassment Contact Officer.....	18
Health and Safety Representatives.....	18
Fire Wardens.....	19

Travel Allowance and assistance.....	19
Removal expenses and living allowances.....	19
<i>Higher Duties Allowance .....</i>	<i>19</i>
<b>PART E – PERFORMANCE FEEDBACK AND EMPLOYEE DEVELOPMENT .....</b>	<b>20</b>
<i>General.....</i>	<i>20</i>
<i>Managing underperformance.....</i>	<i>20</i>
<i>Broadbanding.....</i>	<i>20</i>
<i>Learning and Development .....</i>	<i>21</i>
<i>Study Assistance Scheme.....</i>	<i>21</i>
<b>PART F – HEALTH AND SAFETY.....</b>	<b>22</b>
<i>Healthy workplace.....</i>	<i>22</i>
<i>Workplace Health and Safety .....</i>	<i>22</i>
<i>Working outside the Institute .....</i>	<i>23</i>
<i>Employee Assistance Program.....</i>	<i>23</i>
<b>PART G – A CO-OPERATIVE WORKPLACE .....</b>	<b>24</b>
<i>Consultative Committee .....</i>	<i>24</i>
<i>Aboriginal and Torres Strait Islander Caucus.....</i>	<i>24</i>
<i>Workplace representatives.....</i>	<i>24</i>
<i>Freedom of Association .....</i>	<i>24</i>
<i>Consultation .....</i>	<i>24</i>
<i>Major change.....</i>	<i>25</i>
<i>Change to regular roster or ordinary hours of work.....</i>	<i>26</i>
<b>PART H – EMPLOYMENT OPPORTUNITIES AND CULTURAL DIVERSITY .....</b>	<b>28</b>
<i>Aboriginal and Torres Strait Islander recruitment, retention and career development.....</i>	<i>28</i>
<i>Cultural diversity and competency.....</i>	<i>28</i>
<b>PART I – REDEPLOYMENT AND REDUNDANCY.....</b>	<b>29</b>
<i>General.....</i>	<i>29</i>
<i>Excess employees .....</i>	<i>29</i>
<i>Consultation .....</i>	<i>29</i>
<i>Voluntary retrenchment.....</i>	<i>30</i>
<i>Period of notice.....</i>	<i>30</i>

<i>Severance benefit</i> .....	30
<i>Retention and redeployment</i> .....	32
<i>Involuntary termination</i> .....	33
<i>Accelerated separation arrangements</i> .....	34
<b>PART J – FLEXIBILITY PROVISION</b> .....	<b>35</b>
<i>Flexible working arrangements</i> .....	35
<i>Individual flexibility arrangement</i> .....	35
<b>ATTACHMENT 1 – AUSTRALIAN INSTITUTE OF ABORIGINAL AND TORRES STRAIT ISLANDER STUDIES SALARY CLASSIFICATIONS</b> .....	<b>37</b>
<b>ATTACHMENT 2 – SUMMARY OF ALLOWANCES</b> .....	<b>38</b>
<i>Corporate Support Allowances</i> .....	38
<i>Overtime Meal Allowance</i> .....	38
<b>ATTACHMENT 3 – TERMS FOR DISPUTE RESOLUTION</b> .....	<b>39</b>
<b>ATTACHMENT 4 – SUPPORTED SALARY RATES AND CONDITIONS OF EMPLOYMENT</b> .....	<b>41</b>
<i>Supported wage rates</i> .....	41
<i>Assessment of capacity</i> .....	42
<i>Lodgement of assessment instrument</i> .....	42
<i>Review of assessment</i> .....	42
<i>Other terms and conditions of employment</i> .....	42
<i>Workplace adjustment</i> .....	42
<i>Trial period</i> .....	42
<b>ATTACHMENT 5 – WAR SERVICE SICK LEAVE</b> .....	<b>43</b>
<i>Credits</i> .....	43
<i>Grants</i> .....	43
<i>Rate of pay</i> .....	43
<i>Credits expired</i> .....	43
<i>Prior service</i> .....	43
<i>Relevant Legislation</i> .....	44

## PART A – GENERAL MATTERS

### Agreement title

- 1 This Agreement is the Australian Institute of Aboriginal and Torres Strait Islander Studies Enterprise Agreement 2018 - 2021 and is made in accordance with Section 172 of the *Fair Work Act 2009*.

### Employees covered and parties bound

- 2 This Agreement covers:
- a) The Chief Executive Officer, as the employing authority, on behalf of the Commonwealth; and
  - b) All non-Senior Executive Service employees of the Institute of Aboriginal and Torres Strait Islander Studies (the Institute).

### Duration and amendment

- 3 This Agreement commences seven days after it is approved by the Fair Work Commission. This Agreement nominally expires on the date three years after the date of commencement.

### Express power of delegation

- 4 The Chief Executive Officer may, in writing, delegate to another Institute employee (the delegate), any of their powers or functions under this Agreement.

### Employment arrangements

- 5 Employees are engaged in accordance with the *Public Service Act 1999*.

### Institute policies, procedures and guidelines

- 6 The guidelines, policies and procedures referred to in this Agreement are not incorporated into, and do not form part of, this Agreement. This Agreement prevails to the extent of any inconsistency with a policy, guideline or procedure.
- 7 Institute personnel guidelines, policies and procedures will be available to all employees and will be updated as necessary following consultation as outlined in the agreed Consultative Committee Charter.

### Relationship to other legislation

- 8 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 at the time of approval of this agreement; including, but not limited to:

- *Fair Work Act 2009*
- *Public Service Act 1999*
- *Australian Institute of Aboriginal and Torres Strait Islander Studies Act 1989*
- *Australian Institute of Aboriginal and Torres Strait Islander Studies Amendment Act 2016*
- *Work Health and Safety Act 2011*
- *Long Service Leave (Commonwealth Employees) Act 1976*
- *Maternity Leave (Commonwealth Employees) Act 1973*
- *Paid Parental Leave Act 2010*
- *Privacy Act 1988*
- *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*

## Dispute resolution and review of actions

- 9 Disputes will be managed in accordance with the terms outlined in Attachment 3.
- 10 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.

## Termination of employment

- 11 Ongoing employees are required to give the Institute at least two weeks' notice of their intention to terminate employment with the Institute. Managers and employees may negotiate a different period of notice on a case by case basis to reflect their respective interests.
- 12 Non-ongoing employees are required to give the Institute two weeks' notice of their intention to terminate their employment prior to expiry of their contract.
- 13 Non-ongoing employees whose employment is 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 the employee's contract of employment.



## Reviewing termination of employment

- 14 The sole and exhaustive rights and remedies of an employee in relation to termination of employment are those that the employee has under:
- a) Part 3-2 of the *Fair Work Act 2009*;
  - b) *Public Service Act 1999*; and
  - c) Common law.
- 15 Termination of, or a decision to terminate employment, cannot be reviewed under the dispute resolution procedures/ review of action procedures of this Agreement.
- 16 Nothing in this Agreement prevents the Chief Executive Officer from terminating the employment of an employee for serious misconduct, without further notice or payment in lieu, in accordance with section 123 (1) (b) of the *Fair Work Act 2009*, subject to compliance with the procedures established by the Chief Executive Officer for determining whether an employee has breached the Code of Conduct under section 15 of the *Public Service Act 1999*.

## PART B – AGREED MEASURES AND CONDITIONS OF EMPLOYMENT

### Institute working hours

- 17 Employees are engaged for a standard seven hour, twenty one minute day unless part time arrangements are agreed to.
- 18 The Institute's bandwidth is a 12 hour period from 7:00 am to 7:00 pm Monday to Friday, excluding public holidays. Employees are free to elect their hours of duty and times of attendance during bandwidth, except where there is a requirement to be on duty due to reasonable business grounds, as determined by the program area.

### Part time work

- 19 A part time employee is an employee who works less than 36.75 hours per week. Part time work is undertaken through regular fixed hours on an ongoing or non-ongoing basis.
- 20 Conditions of employment and remuneration for part time employees will be as for full time employees, however on a pro-rata basis except for expense and reimbursement allowances.
- 21 Employees who work part time can agree to work outside their ordinary hours and pattern of work.
- 22 Part time APS 1 to 6 employees will be entitled to access flextime provisions. Where work is directed outside the bandwidth or their standard working hours, overtime rates are applicable. Part time Executive Level employees are entitled to access Time Off In Lieu (TOIL), subject to the Time off in lieu for Executive Level employees provisions located in clauses 48 to 51.
- 23 A part time employee's working days and hours of work are stated in their part time work agreements.
- 24 Full time ongoing employees will not be required to convert to part time work without their consent/ agreement.
- 25 Employees or managers may initiate proposals for part time work. Managers will make every attempt to accommodate the request to access part time employment having regard to both operational requirements of the Institute and the personal needs of the employee.
- 26 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.
- 27 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.
- 28 Employees can request flexible working arrangements if they:

- a) are the parent, or have the responsibility for the care of a child who is school aged or younger;
- b) are a carer (under the *Carer Recognition Act 2010*);
- c) have a disability;
- d) are 55 or older;
- e) are experiencing family or domestic violence; or
- f) provide care or support to a member of their household or immediate family who requires care and support because of family or domestic violence.

29 A proposal made in accordance with clause 28 must be in writing and set out details of the change sought and the reasons for the change. The Chief Executive Officer 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.

30 If a part time position upon return to work is not operationally available within the employee's substantive area, assistance will be given by the Institute to the employee in order to assist in finding a suitable part-time position.

31 Part time employees will have allowances reimbursed at the same rate as full time employees.

### Casual work

32 A casual employee is an employee who works on an irregular or intermittent basis.

33 Casual working arrangements must be set out in writing.

34 Casual employees will be paid a 25 per cent loading on their salary in lieu of public holidays not worked and all paid leave entitlements except Long Service Leave.

### Recording attendance

35 All employees must record their attendance in the Institute's electronic time keeping system.

36 For more information on recording attendance and TOIL, employees should consult the Working Hours and Flextime - Policy and Procedures.

### Flextime

37 Flextime is available to all ongoing and non-ongoing APS 1 to 6 (and equivalent) employees during bandwidth.

38 Further information is available in the Working Hours and Flextime - Policy and Procedures.

39 All employees up to and including APS 6 will have access to flextime to allow them to plan their work hours (within a settlement period of four (4) weeks) subject to the following limitations on flextime debit and credit accumulation from one settlement period to the next:

- a) a flextime debit of not more than ten hours; and
- b) a flextime credit of not more than one standard working week.

- 40 Where there is insufficient work, a manager may instruct an employee not to work hours in addition to their ordinary hours.
- 41 When an employee's manager considers the employee's attendance is unsatisfactory or that the employee is misusing flextime, the employee may be instructed to work ordinary hours for a period specified by the manager.

## Overtime

- 42 This section applies to employees up to and including APS6. Executive Level employees may be eligible to receive overtime payments in exceptional circumstances with the prior approval of the Chief Executive Officer.
- 43 When operational requirements make it necessary, a manager may direct an employee to work outside and in excess of their standard working hours on any day.
- 44 Any additional hours worked outside the bandwidth or their standard working hours by APS 1-6 employees, with prior approval by their managers, will automatically be classified as overtime and will be paid accordingly. If an APS 1-6 employee requests overtime be converted to TOIL. TOIL will be calculated at the relevant overtime rate, and the employee must take the converted TOIL within a four week period otherwise the TOIL is then reconverted to overtime and is paid at the relevant overtime rates. Further information is available in the Overtime and Time-off-in-lieu Policy
- 45 An employee up to and including APS6 who is travelling or on duty away from their usual place of work will be paid the applicable overtime rates for time necessarily spent in travel in excess of their standard working hours of duty for the day.
- 46 An employee directed to work overtime outside the bandwidth will be entitled to a meal allowance. The overtime meal allowance will be adjusted in line with rates set by the Australian Taxation Office'. Refer to Attachment 2
- 47 Where an employee is directed to work additional hours, with prior approval by the manager, overtime will be paid at the following rates:
- a) Weekday travel outside of standard working hours: time and one half for the first three hours, then double time;
  - b) Weekdays outside standard working hours or between the hours of 7.00pm and 7.00am (outside the bandwidth): time and one half for the first three hours, then double time;
  - c) Saturday: double time (includes travel);
  - d) Sunday and public holidays: double time and half (includes travel).

### **Time off in lieu for Executive Level employees**

- 48 The hours of duty worked by Executive Level employees are not regular and Executive Level employees may be required to work additional time beyond ordinary hours.
- 49 Executive Level employees are able to work flexible hours. This means that arrangements for managing variations in attendance times and short-term absences, including full days, may be agreed in advance with the manager.
- 50 TOIL arrangements for Executive Level employees are not on an hour for hour basis nor intended to replicate a flex time system with any time off preapproved by mutual agreement between the employee and their relevant manager. Where agreement cannot be reached, the relevant manager will determine appropriate time off. Further information is available in the AIATSIS Overtime and Time-off-in-lieu Policy.
- 51 TOIL for Executive Level employees should be recorded in the AIATSIS HR information system and must be taken within the next quarter. If not taken within the next quarter any accumulated TOIL will be forfeited.

### **Home-based work**

- 52 The Chief Executive Officer may agree to an employee working from home, and any conditions which apply to the agreement. More information is provided in the Institute's Home-Based Work Policy.

## PART C – LEAVE

### General

- 53 Further information on all forms of leave referred to in this Part can be found in the Institute's Leave Policy, unless specified otherwise.
- 54 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 step child) a parent, grandparent, grandchild or sibling of the employee or spouse or de facto partner of the employee.
- 55 For the purpose of calculating all leave, employees are considered to be engaged for a standard seven hour, twenty one minute day unless part time arrangements are agreed to.

### Transfer of leave entitlements

- 56 When 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 Public Governance, Performance and Accountability Act 2013, the employee's, accrued Annual Leave and Personal Leave will be transferred and/or recognised, 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.

### Annual Leave

- 57 Employees are entitled to 20 working days paid Annual Leave per year of service, accrued on a daily basis but credited to an employee's leave entitlement on a fortnightly basis.
- 58 Annual Leave can be taken at half-pay. When an employee takes leave at half pay, the leave credits deducted will be half that of the total leave period taken.
- 59 The timing of taking of Annual Leave is subject to the agreement of the Chief Executive Officer and counts as service for all purposes.
- 60 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.
- 61 Annual Leave credit balances will be reviewed yearly as at the first of April every year.
- 62 If an employee has accumulated more than forty 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.

63 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.

### Cashing out Annual Leave

64 Consistent with the provisions of the *Fair Work Act 2009*, the Chief Executive Officer and an employee may make a written agreement to cash out an amount of annual leave on the following basis:

- a) each "cashing out" is made by a separate written agreement;
- b) subject to having taken a period of leave (Annual or Long Service Leave) in the same year at least equal to the amount of leave being cashed out (pro rata equivalent for part time employees).
- c) the employee will have at least 20 days (pro rata for equivalent part time employees) of annual leave remaining after the cashing out; and
- d) the employee will be paid the full amount that would have been payable had the employee taken the leave to be cashed out.

### Personal/ Carer's Leave

65 The parties to the Agreement recognise that an employee may need time away from work because of illness or injury, to care for an ill or injured family member or a member of their household, or an unexpected emergency affecting an employee's family or household.

66 Each employee (excluding casual employees) will be credited with 18 working days paid Personal Leave per year of service, accrued progressively on a pro rata basis.

67 Accrued Personal Leave entitlements are carried over from month to month and accumulate without limitation during the employee's employment with the Institute.

68 An accrued Personal Leave entitlement is not paid out under any circumstances.

69 The taking of Personal Leave is subject to the approval of the Chief Executive Officer and counts as service for all purposes.

70 Employees will not be entitled to take paid Personal Leave while also entitled to paid leave under the *Maternity Leave (Commonwealth Employees) Act 1973*.

71 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 family member or household; or
- b) an unexpected emergency affecting the family member or household.

72 The Chief Executive Officer may approve an employee taking Personal Leave at half-pay in exceptional circumstances. When an employee takes leave at half pay, the leave credits deducted will be half that of the total leave period taken.

- 73 Unless provided by legislation, employment will not be terminated on the grounds of an employee's 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 months absence has elapsed, irrespective of whether the employee's Personal Leave credits have been exhausted within that three month period.

### Long-Term Carer's Leave

- 74 Long-term Carer's Leave is available for employees with special care responsibilities for family members.
- 75 This leave may be approved for up to 12 months within each three year period by the Chief Executive Officer, being satisfied of the special carer's responsibilities for family members of the employee concerned.
- 76 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.

### Compassionate Leave

- 77 Employees (excluding casual employees) are entitled to five 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.
- 78 Casual employees are entitled to five days unpaid Compassionate Leave on each occasion described in clause 77.
- 79 Use of Compassionate Leave does not preclude the use of Personal Leave to extend the period of absence.

### Parental/ Maternity Leave

- 80 Eligible employees are entitled to up to 12 weeks of paid Maternity Leave in accordance with the *Maternity Leave (Commonwealth Employees) Act 1973*.
- 81 In addition to any paid Maternity Leave entitlement, employees will also be entitled to two weeks additional paid leave.
- 82 Employees who are eligible for paid maternity leave may elect to have the payment for that leave spread over a maximum of 28 weeks at a rate no less than half normal salary. Where payment is spread over a period longer than 14 weeks, a maximum of 14 weeks of the leave period will count as service.
- 83 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 additional two weeks paid leave.



- 84 Employees are entitled to unpaid Parental Leave in accordance with the *Fair Work Act 2009* or they are entitled to unpaid maternity leave in accordance with the *Maternity Leave (Commonwealth Employees) Act 1973*.

### Supporting Partner Leave

- 85 An employee, who has 12 continuous months of service with the Institute and is not otherwise entitled to paid Maternity Leave or Parental Leave under the *Maternity Leave (Commonwealth Employees) Act 1973* or this Agreement, will be entitled to six weeks of paid Supporting Partner Leave to commence within one month of the birth, adoption or permanent foster placement of a child or their partner's child.
- 86 Employees with a period of service less than 12 continuous months will be entitled to two 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.

### Adoption/ Fostering Leave

- 87 Employees are entitled to Adoption/ Fostering Leave in accordance with the *Fair Work Act 2009*.
- 88 An employee with twelve months continuous service who is the primary carer, or who is appointed as a legal foster carer, of a child may be entitled to paid Adoption/ Fostering Leave of up to 14 weeks at full pay or 28 weeks at half-pay for the purposes of adopting or 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.
- 89 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.
- 90 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. Two weeks of this leave will be paid.
- 91 Where an employee elects to take paid Adoption/ Fostering Leave at half-pay, a maximum of 14 weeks will count as service for all purposes.

### Return from Parental Leave

- 92 Employees returning to work after a period of Parental Leave will be assigned to the duties previously performed where available, or where the position no longer exists, to alternative duties where appropriate to the employee's skills and classification.
- 93 An employee returning to duty from Parental Leave will be given access to part time work in accordance with the part time provisions in this Agreement.

## NAIDOC, Ceremonial and Cultural activities

- 94 The CEO may grant leave for NAIDOC, ceremonial or cultural activities. Such leave may be for the period requested or another period, with or without pay, and subject to conditions negotiated with the employee.

## Leave for Ceremonial Activities and Cultural Obligations

- 95 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 Chief Executive Officer per annum.
- 96 Leave for Ceremonial Activities and Cultural Obligations is without pay and does not count as service for any purpose. However, it does not break continuity of service.

## Community Service Leave

- 97 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 the *Fair Work Act 2009*.
- 98 Community Service Leave is granted to employees for emergency services duties encompasses leave for required regular training, all emergency services responses, reasonable travelling time associated with the activity, reasonable recovery time and associated ceremonial duties.

## Defence Reserve Leave

- 99 An employee may be granted Defence Reserve 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.
- 100 An employee is entitled to Defence 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.
- 101 During the employee's first year of ADF Reserve service, a further two weeks paid Defence Reserve Leave may be granted to facilitate participation in additional ADF Reserve training, including induction requirements.
- 102 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.
- 103 Employees are not required to pay their tax free ADF Reserve salary to the Institute in any circumstances.
- 104 An employee who is an officer or instructor of cadets in a Cadet Force may be granted paid Defence Reserve 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.

- 105 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.
- 106 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.
- 107 Employees are to notify supervisors at the earliest opportunity once the dates for ADF Reserve, CFTS or Cadet Force activities are known or changed.

### Public holidays

- 108 Employees will be entitled to public holidays in accordance with the *Fair Work Act 2009*.
- 109 If under a state or territory law, a day or part day is substituted for one of the public holidays as determined by the *Fair Work Act 2009* and the National Employment Standards, then the substituted day or part day is the public holiday.
- 110 The Chief Executive Officer 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.
- 111 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.
- 112 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).
- 113 An employee who is rostered to work on a public holiday may, with the Chief Executive Officer'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 at the public holiday rate.

### Variations to public holidays

- 114 Where the Chief Executive Officer and the relevant employee agree, a cultural or religious day of significance to the employee may be substituted for any public holiday.

115 Where an employee cannot work on a day for which a substituted holiday has been granted, the affected employee will work make-up times at times to be agreed with the Chief Executive Officer, without entitlement to overtime payment.

### **Purchased Leave Scheme**

116 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.

### **Long Service Leave**

117 Employees' entitlements to Long Service Leave are covered by the *Long Service Leave (Commonwealth Employees) Act 1976*.

118 The minimum number of days Long Service Leave granted will be seven calendar days at full pay which can be taken as 14 calendar days at half-pay. Long Service Leave cannot be broken with other periods of leave, except as otherwise provided under legislation.

### **Other Leave**

119 Other Leave may be granted, for a variety of purposes including with the approval of the Chief Executive Officer.

120 Other 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.

121 For details on the types of Other Leave available refer to the Institute's Leave Policy.

122 Leave Without Pay does not count as service, including for leave and superannuation purposes unless otherwise provided for by legislation or superannuation fund rules.

### **Re-crediting periods of approved leave**

123 An employee who becomes eligible for Personal, Carers or Compassionate Leave, or any non-discretionary leave under the National Employment Standards, while on Annual or Long Service Leave may apply to have their Annual or Long Service Leave re-credited. Subject to the provision of satisfactory evidence, the employee's Annual or Long Service Leave will be re-credited to the extent of the leave subsequently granted.

### **Christmas closedown**

124 The Institute will close its normal operations from close of business on the last working day before Christmas Day, with business resuming on the first working day after New Year's Day.

- 125 Employees will be provided with time off for the working days between Christmas Day 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).
- 126 There will be no deduction from Annual Leave or Personal/ Carer's Leave credits for the closedown days.

### **Recall to duty**

- 127 In the event that an employee is recalled to duty from leave, the 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**

- 128 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**

129. The Institute will maintain a program that 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.

## PART D – REMUNERATION AND ALLOWANCES

### General

- 130 Attachment 1 sets out the classification levels and salary rates payable to employees.
- 131 Employees will be paid at one of the increments listed in Attachment 1 except where clause 145 (Salary on movement to Institute) applies, or where varied through an individual flexibility arrangement.
- 132 The Chief Executive Officer 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.
- 133 All salary increases under this Part are rounded to the nearest dollar, as shown in Attachment 1.

### Salary increments

- 134 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

- 135 Promotion to a higher level will be through successful application to an advertised position and based upon merit selection.

### Superannuation

- 136 The Institute will make compulsory employer contributions as required by the applicable legislation.
- 137 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.
- 138 The Institute's default superannuation fund is the Public Sector Superannuation Accumulation Plan (PSSap). The Institute may choose to limit superannuation choice on the basis of funds that allow employee or employer contributions to be paid by electronic funds transfer.
- 139 The Institute will provide employer superannuation contributions to members of the PSSap of no less than 15.4% of fortnightly contribution salary.
- 140 Where an employee exercises superannuation choice, employer superannuation contributions will be no less than 15.4% of ordinary time earnings.

- 141 Employer superannuation contributions will not be paid on behalf of employees during periods of unpaid leave that do not count as service, unless otherwise prescribed by legislation.

### Employee authorised salary deductions

- 142 Employees may authorise deductions from their salary through the Institute's electronic pay processing system. Employees are responsible for the accuracy of this information, including any changes necessary from time to time. However, no deduction will be arranged if those deductions place the Institute in contradiction of government policy or they represent an unreasonable cost to the Institute (for example in administrative time or supplier fees).

### Salary packaging

- 143 Flexible remuneration provides an opportunity for employees to receive payment in a manner that suits their particular needs. 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.
- 144 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

- 145 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 Chief Executive Officer 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.

### Emergency duty

- 146 If an APS level 1 to 6 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.

### Motor Vehicle Allowance

- 147 When a motor vehicle is required, employees will normally use an Institute vehicle when carrying out official Institute business. For overnight travel a hire car may be obtained.
- 148 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 Chief Executive Officer 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

- 149 First Aid Officers, Harassment Contact Officers, Health and Safety Representatives and Fire Wardens will be paid a corporate support allowance per fortnight.
- 150 Corporate support allowances count as salary for all periods of leave with pay and will count for superannuation purposes. Allowances are listed in Attachment 2 - Summary of Allowances.
- 151 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 Chief Executive Officer in consultation with the Consultative Committee.
- 152 A maximum of one corporate support role per employee will be payable. This will provide a number of opportunities for employees and a greater base of relevant knowledge, as well as mitigate any conflict in roles.

### First Aid

- 153 An employee will be paid the Corporate Support Allowance where the Chief Executive Officer determines that the employee:
- a) holds nationally recognised Statements of Attainment issued by a Registered Training Organisation for the nationally endorsed first aid units of competency;
  - b) has attended the required first aid refresher training to maintain their competency to provide first aid in the workplace; and
  - c) has a first aid officer responsibility within the Institute.

### Harassment Contact Officer

- 154 An employee will be paid the Corporate Support Allowance where the Chief Executive Officer determines that the employee has:
- a) successfully undertaken specified Harassment Contact Officer training;
  - b) has continuing expertise commensurate with that training; and
  - c) has a Harassment Contact Officer responsibility within the Institute.

### Health and Safety Representatives

- 155 An employee will be paid the Corporate Support Allowance where the Chief Executive Officer determines that the employee has:
- d) successfully undertaken specified Health and Safety Representative training;
  - e) has continuing expertise commensurate with that training; and
  - f) has a workplace health and safety representative responsibility within the Institute.



### Fire Wardens

- 156 An employee will be paid the Corporate Support Allowance where the Chief Executive Officer determines that the employee has:
- a) successfully undertaken specified fire warden training;
  - b) has continuing expertise commensurate with that training; and
  - c) has fire warden responsibilities within the Institute.

### Travel Allowance and assistance

- 157 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 as allowable rates for travel purposes. The rates will be set out in the latest Taxation ruling.
- 158 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.

### Removal expenses and living allowances

- 159 Where an employee is required to relocate themselves, their household or their family in order to take up a position with the Institute, the Chief Executive Officer may approve reasonable removal, transport and associated costs.
- 160 Removal assistance will not be provided to employees who have employment contracts of less than one year.

### Higher Duties Allowance

- 161 When the Chief Executive Officer temporarily assigns an employee duties at a higher level for more than five days continuously they will be entitled to a Higher Duties Allowance. The allowance will be paid for the whole period of higher duties.
- 162 The amount of the Higher Duties Allowance will be as reasonably determined by the Chief Executive Officer, having regard to:
- g) the rate of pay for the higher level;
  - h) the level and extent of additional duties and responsibilities actually assumed; and
  - i) any previous relevant experience at the higher level.
- 163 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 AND EMPLOYEE DEVELOPMENT**

### **General**

- 164 The Institute will continue to operate a Performance Feedback Scheme which will encompass employee development and training opportunities.
- 165 Ongoing employees and non-ongoing employees with contracts longer than three months will be required to have a current performance agreement.
- 166 For more information about the performance feedback processes, including the responsibilities, rights and obligations of managers and employees in managing performance, employees should consult the Performance Feedback Scheme.

### **Managing underperformance**

- 167 When a manager makes an assessment that an employee's performance does not meet expectations the employee is considered to be underperforming.
- 168 Where underperformance is identified, the Institute will work with affected employees and their managers to attain and sustain the standards required.
- 169 The underperformance procedures have been developed under the principles of procedural fairness, natural justice and provide rights to representation.
- 170 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. Further information can be found in the Institute's Review of Actions Policy.
- 171 An employee may be terminated with consent at any stage of the process.
- 172 More information on managing underperformance can be found in the Managing Underperformance Policy.

### **Broadbanding**

- 173 Broadbanding of positions and advancement within the Institute will be conducted using the Performance Feedback Scheme and Australian Public Service Classification guide.
- 174 Progression to a higher classification within a broadband is not automatic.
- 175 Progression to a higher classification within a broadband can only occur when the Chief Executive Officer determines:
- a) there is work available at the higher classification level; and
  - b) an individual employee's performance is assessed as at least "Fully Effective" and they demonstrate an ability to undertake the work at the higher classification level.

- 176 Within a work area, where there are a number of employees at the same level, doing similar work, a streamlined selection exercise should be used.

### **Learning and Development**

- 177 Each employee's Performance Agreement will include a learning and development program, which is produced following discussion between the employee and their supervisor.
- 178 Reasonable opportunities will be provided for employees to attend suitable courses dealing with identified needs.

### **Study Assistance Scheme**

- 179 The Institute will operate a Study Assistance Scheme for eligible employees. For more information on the administration of the Study Assistance Scheme, employees should consult the Study Assistance Guidelines.
- 180 Additional study leave is available for Aboriginal and Torres Strait Islander employees. Further information is available in the Institute's Study Assistance Guidelines.

## PART F – HEALTH AND SAFETY

### Healthy workplace

- 181 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.
- 182 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.
- 183 Employees who have commenced a period of Leave Without Pay (other than Maternity Leave without pay) for a period of 6 months or more on or before 1 September each year will not be entitled to receive the health related allowance for that year.
- 184 The Institute will arrange provision of an influenza vaccination to interested employees each year at no cost to the employee.
- 185 Employees who privately arrange and receive an influenza vaccination between 1 March and 31 May each year will, upon provision of receipts, be reimbursed by the institute for the cost of the influenza vaccine.
- 186 Access to other vaccinations will be provided to staff if they perform duties which place them at risk of infection (for example Hepatitis A or Japanese encephalitis). When these vaccinations are not provided at the workplace, private arrangements to be vaccinated can be made which will be reimbursed.
- 187 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 Test - Policy and Procedures.
- 188 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.

### Workplace Health and Safety

- 189 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 and notes the important role that all employees have in supporting and achieving this goal. 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.
- 190 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 approved leave with pay, pending:
- a) being located to another Institute work area that is an acceptable environment; or

- b) being released from the workplace to undertake their duties elsewhere subject to a workplace inspection.

### **Working outside the Institute**

- 191 An employee who wishes to engage in work outside the Institute, e.g. a second job, must make an application in writing to the Chief Executive Officer.
- 192 The Chief Executive Officer may approve the application, providing the other work is undertaken outside of the employee's regular hours and does not represent a conflict of interest.
- 193 The Chief Executive Officer may withdraw approval for outside work, if the arrangement proves detrimental to the employee's health or performance at the Institute.

### **Employee Assistance Program**

- 194 The Institute will provide access to confidential professional counselling via the Employee Assistance Program to support employees and help them resolve personal or work related issues.

## **PART G – A CO-OPERATIVE WORKPLACE**

### **Consultative Committee**

- 195 The Institute will maintain a Consultative Committee during the life of this agreement. The committee will be the key mechanism for consultation between the Institute and its employees.
- 196 Composition and administration of the Consultative Committee will be detailed in the agreed Consultative Committee Charter.
- 197 The Consultative Committee will 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) Other matters as are agreed to at the request of the Chief Executive Officer.

### **Aboriginal and Torres Strait Islander Caucus**

- 198 The Institute will support the AIATSIS Aboriginal and Torres Strait Islander Caucus as a mechanism for consultation between the Institute and Aboriginal and Torres Strait Islander employees.
- 199 Further information on the role and composition of the Aboriginal and Torres Strait Islander Caucus is detailed in the AIATSIS Aboriginal and Torres Strait Islander Caucus Charter.

### **Workplace representatives**

- 200 In accordance with the *Fair Work Act 2009*, employees may appoint workplace representatives to assist with any matter arising under this Agreement.
- 201 The role of workplace representatives, including union delegates and employee representatives, will be respected and facilitated in accordance with the *Fair Work Act 2009*

### **Freedom of Association**

- 202 The right for an employee to belong to a union will be respected, as will the right not to belong to a union.

### **Consultation**

- 203 These terms for major change apply if the *Chief Executive Officer*:

- a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
- b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

## Major change

- 204 For a major change referred to in clause 203 (a):
- a) the Chief Executive Officer must notify the relevant employees of the decision to introduce the major change; and
  - b) clauses 205 to 211 apply.
- 205 The relevant employees may appoint a representative for the purposes of the procedures in these provisions.
- 206 If a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and the employee or employees advise the Chief Executive Officer of the identity of the representative; the Chief Executive Officer must recognise the representative.
- 207 As soon as practicable after making its decision, the Chief Executive Officer must:
- a) discuss with the relevant employees:
    - (i) the introduction of the change,
    - (ii) the effect the change is likely to have on the employees,
    - (iii) measures the Chief Executive Officer is taking to avert or mitigate the adverse effect of the change on the employees; and
  - b) for the purposes of the discussion - provide, in writing, to the relevant employees:
    - (i) all relevant information about the change including the nature of the change proposed,
    - (ii) information about the expected effects of the change on the employees,
    - (iii) any other matters likely to affect the employees.
- 208 The Chief Executive Officer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 209 The Chief Executive Officer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 210 If a provision in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Institute, the requirements set out in clauses 204(a), 205 and 207 are taken not to apply.

- 211 A major change is likely to have a significant effect on employees if it results in:
- a) the termination of the employment of employees; or
  - b) major change to the composition, operation or size of the Institute's workforce or to the skills required of employees; or
  - c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - d) the alteration of hours of work; or
  - e) the need to retrain employees; or
  - f) the need to relocate employees to another workplace; or
  - g) the restructuring of jobs.

### **Change to regular roster or ordinary hours of work**

- 212 For a change that proposes to introduce a change to the regular roster or ordinary hours of work of employees:
- a) the Chief Executive Officer must notify the relevant employees of the proposed change; and
  - b) clauses 213 to 216 apply.
- 213 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 214 If a relevant employee(s) appoint(s), or relevant employees appoint, a representative for the purposes of consultation and the employee or employees advise the Chief Executive Officer of the identity of the representative, the Chief Executive Officer must recognise the representative.
- 215 As soon as practicable after proposing to introduce the change, the Chief Executive Officer must:
- a) discuss with the relevant employees the introduction of the change; and
  - b) for the purposes of the discussion—provide to the relevant employees:
    - (i) all relevant information about the change, including the nature of the change; and
    - (ii) information about what the *Chief Executive Officer* reasonably believes will be the effects of the change on the employees; and
    - (iii) information about any other matters that the Chief Executive Officer reasonably believes are likely to affect the employees; and



- c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

216 However, the Chief Executive Officer is not required to disclose confidential or commercially sensitive information to the relevant employees.

217 The Chief Executive Officer must give prompt and genuine consideration to matters raised about the change by the relevant employees.

218 In this term relevant employees' means the employees who may be affected by a change referred to in clause 203.

## **PART H – EMPLOYMENT OPPORTUNITIES AND CULTURAL DIVERSITY**

### **Aboriginal and Torres Strait Islander recruitment, retention and career development**

- 219 The Institute is committed to the employment, retention, and career development of Aboriginal and Torres Strait Islander people through the implementation of an Aboriginal and Torres Strait Islander Employment Strategy.

### **Cultural diversity and competency**

- 220 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, social origin or trade union affiliation.
- 221 During the life of this Agreement the Institute will endeavour to provide Cultural Competency training to Institute employees.

## PART I – REDEPLOYMENT AND REDUNDANCY

### General

- 222 The redeployment, redundancy and termination provisions of this Agreement apply to all employees covered by this Agreement, excluding employees serving a probationary period and a non-ongoing employee.

### Excess employees

- 223 An employee is an excess employee 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 or structural or other changes in the nature, extent or organisation of the functions of the Institute; or
  - c) the duties usually performed by the employee are to be performed in a different locality, the employee is not willing to perform duties in the locality and the Chief Executive Officer has determined that this definition applies to that employee.

### Consultation

- 224 When the Chief Executive Officer is aware that an employee(s) is likely to become excess, the Chief Executive Officer will, at the earliest practicable time, advise the employee(s) of the situation.
- 225 In relation to potentially excess employee(s), discussions will be held about whether voluntary retrenchment might be appropriate.
- 226 Where an employee requests, the Chief Executive Officer will consult as soon as possible with the employee's representative.
- 227 The Chief Executive Officer will then identify the employees who are excess to the Institute's requirements and advise those employees in writing that they are excess:
- a) one month after the Chief Executive Officer has advised the employees under clause 224; or
  - b) one month after the discussions in clause 225; have been held; or
  - c) where the employee or where the employee's chosen representative has declined to discuss the matter, one month after the Chief Executive Officer has advised the employee under clause 224.
- 228 Prior to the conclusion of these discussions, the Chief Executive Officer 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'.

### Voluntary retrenchment

- 229 Where the Chief Executive Officer invites an excess employee to accept voluntary termination, the employee will have one month to accept the offer. If the offer is accepted the Chief Executive Officer will not give notice of termination under section 29 of the *Public Service Act 1999* before the end of that period without the agreement of the employee.
- 230 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 Chief Executive Officer 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.
- 231 The Chief Executive Officer 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.
- 232 Only one offer of voluntary retrenchment will be made to an excess employee in any 12 month period.

### Period of notice

- 233 Where the employee agrees to be voluntarily retrenched, the Chief Executive Officer can approve their termination and, upon approval, will give the required notice of termination under section 29 of the *Public Service Act 1999*.
- 234 The period of notice will be four weeks, or five weeks for an employee over 45 years of age with at least five years of continuous service.
- 235 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

- 236 An employee who accepts voluntary termination is entitled to the following severance pay:
- a) Two 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,

Subject to any minimum amount the employee is entitled to under the National Employment Standards.

- 237 The maximum amount payable is an amount equal to 48 weeks' salary.

- 238 Subject to this section, service for severance pay purposes means:

- a) service in the Institute;
- b) government service as defined in section 10 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 section 49 of the *Public Service Act 1922*, if the service has not previously been recognised for severance pay purposes;
- e) 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.

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

- a) the break in service is less than one month and occurs where an offer of employment with the new employer was made and accepted by the employee before ceasing employment with the preceding employer; or
- b) the earlier period of service was with the APS and ceased because the employee was deemed to have resigned from the APS on marriage under the repealed section 49 of the *Public Service Act 1922*.

240 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 *Public Service Act 1999*; 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.

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

242 For the purpose of calculating any payment under clause 236, 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 which are paid during periods of Annual 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

243 Where an employee is likely to become excess the Chief Executive Officer 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.

244 During the retention period, the Chief Executive Officer:

- a) will consider excess employees 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;
- b) may refer the employee to any redeployment services;
- c) will 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; and
- d) 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 former classification level for the balance of the retention period.

245 During the retention period the employee:

- a) will take reasonable steps to find alternative employment as defined in the AIATSIS Redeployment and Redundancy- Policy and Procedures; and
- b) will actively participate in learning and development activities, trial placements or other reasonable arrangements to assist in obtaining an alternative placement.

246 Unless the employee agrees, an excess employee who does not accept an offer of voluntary retrenchment will not be involuntarily terminated under section 29 of the *Public Service Act 1999* until the following retention periods have elapsed:

- a) 13 months where an employee has 20 years of service or is over 45 years of age; or
- b) seven months for other employees.

247 If an employee is entitled to a redundancy payment in accordance with the National Employment Standards the relevant period in clause 246 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).

248 The retention period will commence on the earlier of the following:

- a) the day the employee is advised in writing by the Chief Executive Officer that he/ she is an excess employee; or
- b) one month after the day on which the Chief Executive Officer invites the employee to elect to have their employment terminated.

249 The retention period as provided for in this Agreement will be extended by periods of leave for personal illness or injury, where supported by satisfactory medical evidence. Unless agreed to by the Chief Executive Officer, the period will not be extended on these grounds beyond an additional twelve weeks.

250 Where the Chief Executive Officer 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 Chief Executive Officer may, with the agreement of the employee, terminate their employment under s.29 of the *Public Service Act 1999*, and pay the employee the balance of the retention period.

251 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.

252 Upon termination the employee will be paid a lump sum comprising:

- a) the balance of the retention period (as shortened for the National Employment Standards under clause 247) and this payment will be taken to include the payment in lieu of notice of termination of employment; and
- b) the employee's National Employment Standards entitlement to redundancy pay.

### Involuntary termination

253 The Chief Executive Officer may involuntarily terminate employment under section 29 of the *Public Service Act 1999* at the end of the retention period.

254 An excess employee will not have their employment terminated involuntarily if the employee has not been invited to accept an offer of voluntary retrenchment or has elected to have their employment terminated and has not received the approval of the Chief Executive Officer.

255 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 their employment will be involuntarily terminated. This notice period is part of the retention period.

- 256 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

- 257 The Chief Executive Officer 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 whose employment will be terminated within fourteen days of receiving it, an amount of ten weeks' salary (or eleven 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.
- 258 Employees accepting an accelerated separation option forgo the ability to elect to serve a retention period.
- 259 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 Chief Executive Officer will hold discussions with the employee and their representative.
- 260 Where an employee has elected not to accept an offer under this option, the Redundancy provisions of this Agreement will then apply.



## PART J – FLEXIBILITY PROVISION

### Flexible working arrangements

- 261 The Institute recognises employees have family and personal commitments and is committed to providing flexibility in working arrangements that allow the Institute to be responsive and to assist employees to balance their personal and work commitments.
- 262 An employee may request flexible working arrangements consistent with the Fair Work Act 2009.

### Individual flexibility arrangement

- 263 The Chief Executive Officer and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of this 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;
    - vi) leave; and
  - b) the individual flexibility 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 individual flexibility arrangement is genuinely agreed to by the Chief Executive Officer and employee.
- 264 The Chief Executive Officer must ensure that the terms of the individual flexibility arrangement:
- a) are about permitted matters under section 172 of the Fair Work Act 2009; and
  - b) are not unlawful terms under section 194 of the Fair Work Act 2009; and
  - c) result in the employee being better off overall than the employee would be if no individual flexibility arrangement was made.
- 265 The Chief Executive Officer 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 Chief Executive Officer and employee and, if the employee is under 18 years of age, signed by a parent or guardian of the employee; and

- d) includes details of:
  - i) the terms of the Agreement that will be varied by the individual flexibility arrangement; and
  - ii) how the individual flexibility 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 individual flexibility arrangement; and
- (e) states the day on which the individual flexibility arrangement commences and ceases.

266 The Chief Executive Officer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

267 The Chief Executive Officer or employee may terminate the individual flexibility arrangement:

- a) by giving no more than 28 days written notice to the other party to the individual flexibility arrangement; or
- b) if the Chief Executive Officer and employee agree in writing, at any time.

## ATTACHMENT 1 – AUSTRALIAN INSTITUTE OF ABORIGINAL AND TORRES STRAIT ISLANDER STUDIES SALARY CLASSIFICATIONS

1.1 This Agreement provides for the following salary increases for AIATSIS employees:

- a) On commencement of this Agreement, each staff member's salary increases as detailed for their classification;
- b) On the first anniversary of the commencement, each staff member's salary increases as detailed for their classification; and
- c) 18 months from the commencement of the Agreement, each staff member's salary increases as detailed for their classification.

	Salary immediately preceding commencement of Agreement	New salary with 3% increase on commencement of EA	2% increase 12 months after commencement	1% increase 18 months after commencement
APS 1.1	\$41,352 *	\$42,593	\$43,445	\$43,879
APS 1.2	\$42,960	\$44,249	\$45,134	\$45,585
APS 1.3	\$45,563	\$46,930	\$47,868	\$48,347
APS 2.1	\$46,411	\$47,803	\$48,759	\$49,247
APS 2.2	\$48,068	\$49,510	\$50,500	\$51,005
APS 2.3	\$51,737	\$53,289	\$54,355	\$54,898
APS 3.1	\$52,820	\$54,405	\$55,493	\$56,048
APS 3.2	\$55,142	\$56,796	\$57,932	\$58,512
APS 3.3	\$57,355	\$59,076	\$60,257	\$60,860
APS 4.1	\$58,915	\$60,682	\$61,896	\$62,515
APS 4.2	\$60,086	\$61,889	\$63,126	\$63,758
APS 4.3	\$64,308	\$66,237	\$67,562	\$68,238
APS 5.1	\$65,627	\$67,596	\$68,948	\$69,637
APS 5.2	\$68,764	\$70,827	\$72,243	\$72,966
APS 5.3	\$70,047	\$72,148	\$73,591	\$74,327
APS 6.1	\$72,056	\$74,218	\$75,702	\$76,459
APS 6.2	\$76,718	\$79,020	\$80,600	\$81,406
APS 6.3	\$81,960	\$84,419	\$86,107	\$86,968
EL1.1	\$89,922	\$92,620	\$94,472	\$95,417
EL1.2	\$96,831	\$99,736	\$101,731	\$102,748
EL1.3	\$98,639	\$101,598	\$103,630	\$104,666
EL2.1	\$106,861	\$110,067	\$112,268	\$113,391
EL2.2	\$112,193	\$115,559	\$117,870	\$119,049
EL2.3	\$119,411	\$122,993	\$125,453	\$126,708

\*Amended to show the current minimum annual salary as reflected in the APS Enterprise Award 2015.

## ATTACHMENT 2 – SUMMARY OF ALLOWANCES

### Corporate Support Allowances

2.1

	<b>Allowances immediately preceding commencement of Agreement</b>	<b>3% increase on commencement of EA</b>	<b>2% increase 12 months after commencement</b>	<b>1% increase 18 months after commencement</b>
<b>First Aid Officer</b>	<b>\$27.50</b>	<b>\$28.33</b>	<b>\$28.89</b>	<b>\$29.18</b>
<b>Harassment Contact</b>	<b>\$27.50</b>	<b>\$28.33</b>	<b>\$28.89</b>	<b>\$29.18</b>
<b>Health and Safety</b>	<b>\$27.50</b>	<b>\$28.33</b>	<b>\$28.89</b>	<b>\$29.18</b>
<b>Fire Warden</b>	<b>\$27.50</b>	<b>\$28.33</b>	<b>\$28.89</b>	<b>\$29.18</b>

### Overtime Meal Allowance

2.2 Meal Allowance

\$30.05

## ATTACHMENT 3 – TERMS FOR DISPUTE RESOLUTION

- 4.1 It is recognised that disputes concerning workplace matters may arise and it is the responsibility of those affected and, where they choose, their representatives to take reasonable and genuine steps to prevent or settle disputes by early and timely discussion and consultation.
- 4.2 If a dispute relates to:
- a) a matter arising under the agreement; or
  - b) the National Employment Standards,
- this term sets out procedures to settle the dispute.
- 4.3 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- 4.4 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors or management.
- 4.5 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission.
- 4.6 The Fair Work Commission may deal with the dispute in two stages:
- a) The Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
  - b) if the Fair Work Commission is unable to resolve the dispute at the first stage, Fair Work Commission may then:
    - i) arbitrate the dispute; and
    - ii) make a determination that is binding on the parties.
- Note: If the Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Fair Work Act 2009.
- 4.7 A decision that the Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Division 3 of Part 5.1 of the Fair Work Act 2009. Therefore, an appeal may be made against the decision.
- 4.8 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.

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

## ATTACHMENT 4 – SUPPORTED SALARY RATES AND CONDITIONS OF EMPLOYMENT

- 5.1 Supported salary rates and conditions of employment will apply to an employee with a disability who is eligible for consideration under the Supported Wage System (the System).
- 5.2 Employees covered by 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.
- 5.3 The schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this award relating to the rehabilitation of employees who are injured in the course of their employment.

### Supported wage rates

- 5.4 Employees to whom the System applies will 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	% 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 is not less than the minimum amount determined by the Annual Wage Review by the Fair Work Commission).

- 5.5 When an employee's assessed capacity is 10%, they will receive a higher degree of assistance and support. Assessment made under this schedule must be documented in a Supported Wage System wage assessment agreement, and retained by the employer as a time and wage record in accordance with the Act.

## **Assessment of capacity**

- 5.6 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 System and documented in the assessment instrument.

## **Lodgement of assessment instrument**

- 5.7 All assessment instruments will 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, will be lodged by the employer with the Fair Work Commission.

## **Review of assessment**

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

## **Other terms and conditions of employment**

- 5.9 Where an assessment has been made, the applicable percentage will 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**

- 5.10 The Institute will take reasonable steps to enhance the employee's capacity to do their work. This may include re-design of position duties, changing working time arrangements and work organisation.

## **Trial period**

- 5.11 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.
- 5.12 During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined. The minimum amount payable to the employee during the trial period will be not less than the minimum amount determined by the Annual Wage Review by the Fair Work Commission.
- 5.13 Work trials should include induction or training as appropriate to the job being trialled.
- 5.14 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 will be entered into based on the outcome of assessment.



## ATTACHMENT 5 – WAR SERVICE SICK LEAVE

- 6.1 A war caused condition means: an injury or disease of an employee that has been determined under the relevant Legislation to be war-caused or defence-caused.

### 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 count as service for War Service Sick Leave purposes.

## Relevant Legislation

- 6.11 The relevant legislation for *War Service Sick Leave* is the *Veterans' Entitlements Act 1986* and the *Military Rehabilitation and Compensation Act 2004*.