



**AIATSIS**

**Australian Institute of Aboriginal  
and Torres Strait Islander Studies  
(AIATSIS)**

**Enterprise Agreement 2024-2027**



## Formal acceptance of the Australian Institute of Aboriginal and Torres Strait Islander Studies Enterprise Agreement 2024–2027 and signatories

The Australian Institute of Aboriginal and Torres Strait Islander Studies Enterprise Agreement 2024-2027 is made and approved under Section 172 of the *Fair Work Act 2009*.

### Employer

Signed on behalf of the  
Commonwealth of Australia



.....  
Leonard Hill  
Interim Chief Executive Officer  
AIATSIS  
51 Lawson Crescent, Acton Peninsula,  
Canberra, ACT 2601  
Date: 10/04/2024

### Bargaining Representative



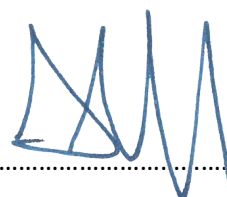
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### Bargaining Representative



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### Bargaining Representative



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Cultural Institutions  
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# Section 1 - Technical matters

## Agreement title

1. This agreement will be known as the Australian Institute of Aboriginal and Torres Strait Islander Studies (the Institute) Enterprise Agreement 2024-2027 and is made in accordance with Section 172 of the *Fair Work Act 2009 (FW Act)*.

## Parties to the agreement

2. The agreement covers:
  - 2.1 the Chief Executive Officer (CEO), for and on behalf of the Commonwealth of Australia as the employer;
  - 2.2 all employees in the Institute employed under the *Public Service Act 1999 (PS Act)* other than Senior Executive Service employees or equivalent;
  - 2.3 subject to notice being given in accordance with section 183 of the *FW Act*, and the following employee organisation/s which were a bargaining representative for this agreement:
    - 2.3.1 the Community and Public Sector Union (CPSU).

## Operation of the agreement

3. This agreement will commence operation 7 days after approval by the Fair Work Commission.
4. This agreement will nominally expire on 28 February 2027.

## Definitions

5. The following definitions apply to this agreement:

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

**Agreement** means the Australian Institute of Aboriginal and Torres Strait Islander Studies (AIATSIS) Enterprise Agreement 2024-2027.

**APS** means the Australian Public Service.

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

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



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

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

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

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

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

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

**Chief Executive Officer (CEO)** means the CEO of the Australian Institute of Aboriginal and Torres Strait Islander Studies or the person authorised by the CEO as their delegate.

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

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

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

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

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

**Family** means:

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

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

**Full-time employee** means an employee employed to work an average of 36 hours and 45 minutes per week in accordance with this agreement.

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

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

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

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

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

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

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

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

**Partner** means a spouse (including a former spouse) or de facto partner (including a former de facto partner).

**Part-time employee** means an employee whose ordinary hours are less than an average of 36 hours and 45 minutes per week in accordance with this agreement.

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

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

**Relevant employee** means an affected employee.

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

**Settlement period** means the period of 20 working days (including public holidays as relevant) which begins on a Thursday pay-day and finishes on the Wednesday before the next payday 4 weeks later, during which employees are required to work a nominal total of 147 hours. The settlement period is the period over which calculations are performed to compare hours worked under flex time with standard hours for the same period, and to calculate carry-over debits/credits where appropriate.

## Delegations

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

## NES precedence

7. The terms of this agreement are intended to apply in a manner that does not derogate from the National Employment Standards (NES). The NES will continue to apply to the extent that any term of this agreement is detrimental to an employee of the Institute in any respect when compared with the NES.

## Closed comprehensive agreement

8. This agreement states the terms and conditions of employment of employees covered by this agreement, other than terms and conditions applying under relevant Commonwealth laws.
9. This agreement will be supported by policies and guidelines, as implemented and varied from time to time.
10. Policies and guidelines are not incorporated into and do not form part of this agreement. To the extent that there is any inconsistency between policies and guidelines and the terms of this agreement, the terms of this agreement will prevail.

## Individual flexibility arrangements

11. The Institute 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:
  - 11.1 the agreement deals with one or more of the following matters:
    - 11.1.1 arrangements about when work is performed;
    - 11.1.2 overtime rates;
    - 11.1.3 penalty rates;
    - 11.1.4 allowances;
    - 11.1.5 remuneration;
    - 11.1.6 leave and leave loading; and
    - 11.1.7 the arrangement meets the genuine needs of the Institute and employee in relation to one or more of the mentioned in clause 11.1; and
    - 11.1.8 the arrangement is genuinely agreed to by the Institute and employee.
12. The Institute must ensure that the terms of the individual flexibility arrangement:
  - 12.1 are about permitted matters under section 172 of the *FW Act*;
  - 12.2 are not unlawful terms under section 194 of the *FW Act*; and
  - 12.3 result in the employee being better off overall than the employee would be if no arrangement was made.
13. The Institute must ensure that the individual flexibility arrangement:
  - 13.1 is in writing;
  - 13.2 includes the name of the Institute and employee;
  - 13.3 is signed by the Institute and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
  - 13.4 includes details of:
    - 13.4.1 the terms of the enterprise agreement that will be varied by the arrangement;
    - 13.4.2 how the arrangement will vary the effect of the terms;
    - 13.4.3 how the employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
    - 13.4.4 states the day on which the arrangement commences.

14. The Institute must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
15. The Institute or employee may terminate the individual flexibility arrangement:
  - 15.1 by giving no more than 28 days written notice to the other party to the arrangement; or
  - 15.2 if the Institute and employee agree in writing – at any time.
16. The Institute and employee are to review the individual flexibility arrangement at least every 12 months.

## Section 2: Remuneration

### Commonwealth pay increase

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

### Commonwealth pay fragmentation mechanism

20. The applicable salary thresholds under the pay fragmentation mechanism are listed at **Attachment A – Base salaries**.

### Payment of salary

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

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

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

### Salary setting

22. Where an employee is engaged, moves to or is promoted in the Institute, the employee's salary will be paid at the minimum of the salary range of the relevant classification, unless the CEO determines a higher salary within the relevant salary range under these salary setting clauses.
23. The CEO may determine the payment of salary at a higher value within the relevant salary range of the relevant classification and the date of effect at any time.
24. In determining a salary under these salary setting clauses, the CEO will have regard to relevant factors including the employee's experience, qualifications and skills.

25. Where an employee commences ongoing employment in the Institute immediately following a period of non-ongoing employment in the Institute for a specified term or task, the CEO will determine the payment of the employee's salary within the relevant salary range of the relevant classification which recognises the employee's prior service as a non-ongoing employee in the Institute.
26. Where an employee commences ongoing employment in the Institute immediately following a period of casual employment in the Institute, the CEO will determine the payment of salary within the relevant salary range of the relevant classification which recognises the employee's prior service as a casual employee in the Institute.
27. Where an APS employee moves to the Institute at level from another APS agency, and their salary is above the maximum of the salary range for their classification, the CEO will maintain the employee's salary at that level, until it is absorbed into the salary range for that classification.
28. Where the CEO determines that an employee's salary has been incorrectly set, the CEO may determine the correct salary and the date of effect.

## **Incremental advancement**

29. Employees will be eligible for annual salary advancement to the next increment specified in **Attachment A – Base salaries**, 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. Where an employee achieves a performance rating of "Fully Effective", or higher, they will progress two increments where there are higher increments available.

### *Incremental advancement principles*

30. Consistent eligibility rules for salary progression will include:
  - 30.1 a satisfactory performance rating during the employee's most recent performance review; and
  - 30.2 6 months of aggregate eligible service in the Institute at or above the relevant classification level during the most recent annual performance management cycle. If an employee has less than 6 months of aggregate eligible service, the CEO may exercise their discretion to determine a higher salary under the salary setting clause in the Institute's agreement.
31. Eligible service for salary progression will include:
  - 31.1 periods of paid leave and unpaid parental leave;
  - 31.2 periods of unpaid leave that count as service; and
  - 31.3 service while employed on a non-ongoing basis.
32. During a period of unpaid parental leave employees will be eligible to advance a maximum of one increment per year, regardless of the length of unpaid parental leave.

33. Employees who are acting at a higher classification, and satisfy other eligibility criteria, will be eligible for salary progression at both their substantive and acting classifications.
34. Casual employees are not eligible for incremental advancement.

## **Superannuation**

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

### *Method for calculating super salary*

38. The Institute will provide an employer contribution of 15.4 per cent of the employee's Fortnightly Contribution Salary (FCS) for employees in the Public Sector Superannuation Accumulation Plan (PSSap) and employees in other accumulation superannuation funds.
39. Employer contributions will be made for all employees covered by this agreement.
40. Employer contributions will not be reduced by any other contributions made through salary sacrifice arrangements.

### *Payment during unpaid parental leave*

41. Employer contributions will be paid on periods of unpaid parental leave in accordance with the requirements of the PSSap fund where the employee is a member of the PSSap, and up to a maximum of 52 weeks where the employee is a member of an accumulation fund other than PSSap.

## **Overpayments**

42. An overpayment occurs if the CEO (or the Institute) provides an employee with an amount of money to which the employee was not entitled (including but not limited to salary, entitlements, allowances, travel payment and/or other amount payable under this agreement).
43. Where the CEO considers that an overpayment has occurred, the CEO will provide the employee with notice in writing. The notice will provide details of the overpayment.
44. If an employee disagrees that there has been an overpayment including the amount of the overpayment, they will advise the CEO in writing within 28 calendar days of receiving the notice. In this event, no further action will be taken until the employee's response has been reviewed.
45. If after considering the employee's response (if any), the CEO confirms that an overpayment has occurred, the overpayment will be treated as a debt to the Commonwealth that must be repaid to the Institute in full by the employee.



46. The CEO and the employee will discuss a suitable recovery arrangement. A recovery arrangement will take into account the nature and amount of the debt, the employee's circumstances and any potential hardship to the employee. The arrangement will be documented in writing.
47. The Institute and employee may agree to make a deduction from final monies where there is an outstanding payment upon cessation of employment.
48. Interest will not be charged on overpayments.
49. Nothing in clauses 42 to 48 prevents:
  - 49.1 the Institute from pursuing recovery of the debt in accordance with an Accountable Authority Instruction issued under the *Public Governance, Performance and Accountability Act 2013*;
  - 49.2 the Institute from pursuing recovery of the debt through other available legal avenues; or
  - 49.3 the employee or the Institute from seeking approval to waive the debt under the *Public Governance, Performance and Accountability Act 2013*.

### **Supported wage system**

50. An employee can get a percentage of the relevant pay rate for their classification in line with their assessed capacity to do the work if they:
  - 50.1 have a disability;
  - 50.2 meet the criteria for a Disability Support Pension; and
  - 50.3 are unable to perform duties to the capacity required.
51. Specific conditions relating to the supported wage system are detailed in **Attachment B – Supported wage system**.

## Section 3: Allowances

### Higher duties allowance

52. Where a role needs to be filled for 5 consecutive working days or 2 or more working weeks (whichever is more beneficial), higher duties allowance will be paid to any employee temporarily occupying the role acting at a classification level higher than their substantive classification level.
53. Higher duties allowance will be equal to the difference between the employee's current salary and the salary that would be payable if they were promoted to the higher classification level, or a higher amount determined by the CEO.
54. Where an employee is found to be eligible for salary progression at their acting classification level they will receive an appropriate increase in the rate of higher duties allowance. The employee's salary level will be retained for all future periods of acting regardless of elapsed time.
55. Where an employee is assigned only part of the higher duties, the CEO will determine the amount of allowance payable.
56. Higher duties allowance will be payable while an employee is acting at a higher classification level as part of a job sharing arrangement where the duration of the arrangement is at least 5 consecutive working days or 2 working weeks (whichever is more beneficial).
57. The CEO may shorten the qualifying period for higher duties allowance on a case-by-case basis.

### Allowances

58. The Institute will reimburse up to \$179 per financial year (which will be cumulative for 2 years) during the course of the agreement for the cost of an employee's participation in an appropriate healthy lifestyle activity.
59. 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 Institute policy.

### Workplace responsibility allowances

60. A workplace responsibility allowance will be paid where the Institute has appointed or eligible peers have elected an employee to one of the following roles:
  - 60.1 First Aid Officer;
  - 60.2 Harassment Contact Officer;
  - 60.3 Health and Safety Representative;
  - 60.4 Emergency Warden (also referred to as Fire Warden); and
  - 60.5 Mental Health First Aid Officer.

61. An employee is not to receive more than one workplace responsibility allowance unless approved by the CEO due to operational requirements.
62. The rate will be:

Rate from commencement of this agreement	Rate from 13 March 2025	Rate from 12 March 2026
\$31.85 per fortnight	\$33.06 per fortnight	\$34.18 per fortnight

*Table 1: Workplace responsibility allowance rates*

63. As a salary-related allowance, this value will continue to be increased in line with headline wage increases. These increases are incorporated in the rates in the table above.
64. The full allowance is payable regardless of flexible work and part-time arrangements.
65. An employer's physical availability to undertake the role will be considered by the Institute when appointing and reappointing employees to these roles. This is noting that not all workplace responsibility roles will necessarily require a physical presence in the workplace for the role to be successfully undertaken, such as Harassment Contact Officers, Mental Health First Aid Officers and Health and Safety Representatives depending on work group arrangements.
66. Casual employees who are eligible to receive a workplace responsibility allowance will be paid the full amount (noting the minimum rate), as varied from time to time provided they engage in work during any given pay cycle, irrespective of the frequency and duration of the work undertaken.

#### *First Aid*

67. An employee will be paid the workplace responsibility allowance where the CEO determines that the employee:
- 67.1 holds nationally recognised statements of attainment issued by a registered training organisation for the nationally endorsed first aid units of competency;
  - 67.2 has attended the required first aid refresher training to maintain their competency to provide first aid in the workplace; and
  - 67.3 has a first aid officer responsibility within the Institute.

#### *Harassment Contact Officer*

68. An employee will be paid the workplace responsibility allowance where the CEO determines that the employee has:
- 68.1 successfully undertaken specified harassment contact officer training;
  - 68.2 has continuing expertise commensurate with that training; and
  - 68.3 has a harassment contact officer responsibility within the Institute.

#### *Health and Safety Representatives*

69. An employee will be paid the workplace responsibility allowance where the CEO determines that the employee has:
- 69.1 successfully undertaken specified health and safety representative training;

- 69.2 has continuing expertise commensurate with that training; and
- 69.3 has a workplace health and safety representative responsibility within the Institute.

*Emergency Warden (Fire Warden)*

- 70. An employee will be paid the workplace responsibility allowance where the CEO determines that the employee has:
  - 70.1 successfully undertaken specified emergency warden training;
  - 70.2 has continuing expertise commensurate with that training; and
  - 70.3 has emergency warden responsibilities within the Institute.

*Mental Health First Aid Officer*

- 71. An employee will be paid the workplace responsibility allowance where the CEO determines that the employee has:
  - 71.1 successfully undertaken specified mental health first aid officer training;
  - 71.2 has continuing expertise commensurate with that training; and
  - 71.3 has a mental health first aid officer responsibility within the Institute.

**Restriction allowance**

- 72. The CEO may approve the provision of a restriction allowance to an individual or group of employees who have been directed to be contactable and available to be recalled to duty outside their agreed bandwidth.
- 73. The allowance will be adjusted as follows:

Rate from commencement of the agreement	Rate from 13 March 2025	Rate from 12 March 2026
\$424.62	\$440.76	\$455.74

*Table 2: Allowance adjustment rates*

- 74. As a salary-related allowance, this value will continue to be increased in line with headline wage increases. These increases are incorporated in the rates in the table above.
- 75. If an employee is required to be on call for a period of less than one (1) week in total, the employee will be paid 1/7 of the weekly on call allowance for each 24-hour period.
- 76. An employee can only be required to be on call for a maximum of 14 days in any 28-day period.
- 77. If an employee is on call and is recalled to duty by the CEO to a place of work, the employee will be paid overtime at the applicable rate(s) in clause 138. A minimum payment of one (1) hour will apply if the employee is not recalled to physically attend a place of work.
- 78. Executive Level (EL) employees may, in certain circumstances, be eligible for payment of a restriction allowance as determined by the CEO.

79. If an EL employee is recalled to work by the CEO they will receive access to time off in lieu (TOIL) or in exceptional circumstances may receive overtime payment.

## Community language allowance

80. A community language allowance will be paid where the CEO determines that an employee is regularly required to use their ability to communicate in Braille or a language other than English (including Aboriginal and Torres Strait Islander languages and Auslan) in the course of their work, and the employee meets the required level of competency set by the CEO. Further information is included in Institute policy.

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

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

Table 3: Community language allowance rates

82. The allowance is calculated annually and paid fortnightly.
83. The full allowance is payable regardless of flexible work and part-time arrangements.
84. The allowance is payable during periods of paid leave.
85. The allowance counts as salary for superannuation purposes and for calculating retirement and redundancy entitlements.

## Professional memberships

86. The Institute will reimburse or pay professional membership fees and accreditation fees where a professional membership or accreditation is an essential requirement of an employee's role. Employees may also be eligible for reimbursement or payment of costs of other professional memberships.

## Section 4: Classifications and Broadbands

### Broadbanding

87. Broadbanding of positions and advancement within the Institute will be conducted using the Performance Feedback Scheme and Australian Public Service Classification guide.
88. Progression to a higher classification within a broadband is not automatic.
89. Progression to a higher classification within a broadband can only occur when the CEO determines:
  - 89.1 there is work available at the higher classification level; and
  - 89.2 an individual employee's performance is assessed as at least "Effective" and they demonstrate an ability to undertake the work at the higher classification level.
90. 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.

### Work Level Standards

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

## Section 5: Working hours and arrangements

### Employment types

92. The definitions of an “ongoing employee”, “non-ongoing employee”, “casual (irregular or intermittent) employee”, “full-time employee” and “part-time employee” are in the definitions section.

### Recording attendance

93. All employees must record their attendance in the Institute's electronic time keeping system.
94. For more information on recording attendance and TOIL, employees should consult Institute Policy.

### Job security

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

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

#### *Reporting*

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

#### *Pathways to permanency*

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

### Casual (irregular or intermittent) employment

98. A casual (irregular or intermittent) employee is defined in the definitions section.
99. A decision to expand the use of casual employees is subject to Section 10 – Consultation of this agreement.
100. Casual working arrangements must be set out in writing.
101. The Institute will regularly review the working arrangements of casuals to assess if they are genuinely performing irregular or intermittent duties, and report de-identified outcomes to the consultative committee, where one is in place.
102. Remuneration for casual employees is on an hourly basis. A casual employee will receive a 25 per cent loading on the base hourly rate of their classification as set out in this agreement.

103. The casual loading is paid in lieu of payment for public holidays not worked, notice of termination of employment, redundancy benefits and all paid leave entitlements, other than leave required by legislation including long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976* and leave for family and domestic violence support.
104. A casual employee will be engaged for a minimum of 3 hours per engagement or shall be paid for a minimum of 3 hours at the appropriate casual rate.
105. A casual employee who is eligible for a workplace responsibility allowance will be paid the full amount.

## **Non-ongoing employment**

106. A non-ongoing employee is defined in the definitions section.
107. Non-ongoing employees will generally have the same terms and conditions of employment as ongoing employees under this agreement's terms, except:
  - 107.1 personal/carer's leave accrual at clause 222; and
  - 107.2 redundancy provisions at clause 450, subject to clause 108.
108. If the non-ongoing employee's contract is not permitted by section 333E of the *FW Act*, then the redundancy provisions at clause 450 will apply.
109. If the redundancy provisions apply to an employee under clause 108, the Institute must adhere to the consultation requirements at Section 10 – Consultation and clause 451.

## **Working hours**

110. Employees are engaged for a standard seven-hour, twenty-one minute day unless part time arrangements are agreed to.
111. The Institute's bandwidth is a 12-hour period from 7:00am to 7:00pm 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.

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

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



113. 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 4 weeks) subject to the following limitations on flextime debit and credit accumulation from one settlement period to the next:
  - 113.1 a flextime debit of not more than ten hours; and
  - 113.2 a flextime credit of not more than two standard working weeks, or 73.5 hours.
114. Further information is available in Institute policy.
115. Where there is insufficient work, a manager may instruct an employee not to work hours in addition to their ordinary hours.

## **EL TOIL**

116. EL employees are sometimes required to work reasonable additional hours. Consistent with the NES, employees may refuse to work unreasonable additional hours.
117. EL employees seeking to access TOIL are required to keep records of their working hours using a method determined by the Institute.
118. A manager is to grant TOIL in recognition of reasonable additional hours worked. TOIL granted to employees can be taken as whole or part days.
119. The working arrangements for an EL employee should be agreed through discussion between the manager and the EL employee. The discussion should include consideration of the work requirements that will safely get the job done and reasonably allow the employee to balance their work and personal life.
120. An EL employee's working arrangements and actual hours worked should be discussed on at least a quarterly basis between the EL employee and their manager.
121. The pattern of hours is to be flexible enough to accommodate short-term peaks and troughs in workload and include expected reasonable additional hours. The agreed pattern of hours is to be recorded.
122. Requests from EL employees to access flexible time off which are consistent with their agreed working arrangements are to be supported, subject to operational requirements.

## **Overtime and restrictions**

123. This section applies to employees up to and including APS 6 that are not working designated hours. Clause 138 applies to overtime for rostered employees.
124. EL employees may be eligible to receive overtime payments in exceptional circumstances with the prior approval of the CEO.
125. When operational requirements make it necessary, a manager may direct an employee to work outside and more than their standard working hours on any day.
126. 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.
127. 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.

#### *Travel*

128. An APS1-6 employee 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 more than their standard working hours of duty for the day.
129. Where practical, travel should be undertaken during the bandwidth work hours.

#### *Meals*

130. 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. The rate at the time of the agreement was \$36.00.

#### *Rates*

131. Where an employee is directed to work additional hours, with prior approval by the manager, overtime will be paid at the following rates:
- 131.1 Weekday travel outside of standard working hours: time and one half for the first three hours, then double time;
  - 131.2 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;
  - 131.3 Saturday: double time (includes travel);
  - 131.4 Sunday and public holidays: double time and half (includes travel).

### **Designated hours**

132. The Institute will develop designated hours as required from time to time, see clauses 149 to 156.
133. Designated hours will cover a seven-day week and will specify a period in weeks.
134. The Institute will give employees details and at least one full pay fortnight notice of newly designated hours.
135. The Institute may vary an employee's designated hours and starting and finishing times with 7 days' notice in writing, or earlier by agreement with the individual employee.
136. The minimum shift will be two hours.
137. The Institute will not roster employees on split shifts. However, an employee may be directed to work overtime or agree to work additional hours that are not continuous with designated hours.

#### *Designated hour loadings for rostered employees*

138. An employee will receive the following designated hourly rates, in addition to their annual salary:

Designated and additional hour worked	Designated loading (% of employee's hourly rate of salary)
Monday to Friday	No shift loading
Saturday to Sunday	50%
Public holidays	100%

Table 4: Designated hourly rates

139. An employee who is not designated to work on a public holiday, including while on approved annual leave, will receive one day's payment in lieu, without any payment of shift loading. Where the employee works part-time, the payment will be paid at a pro-rata amount based on the employee's weekly hours (i.e. average weekly hours/average number of days worked per week calculated over the four-week roster period).
140. The Institute will pay designated hourly loadings in respect of any duty which an employee would have performed had the employee not been on approved annual leave.
141. Designated hourly loadings will not be paid for overtime hours worked in accordance with clause 142.

*Overtime for rostered employees*

142. Overtime is payable to rostered employees if they are required to work outside their designated hours, agreed additional hours and/or outside the 7:00am to 7:00pm bandwidth. For overtime there must be:
- 142.1 a direction given to the rostered employee to perform the work before the work is performed; or
  - 142.2 if circumstances do not permit a direction to be given before the work is performed, subsequent written approval.
143. A rostered employee eligible to receive overtime payments will be paid at the following rates:

Approved time worked	Overtime rate (% of employee's hourly rate of salary)
Monday to Friday	150%
Saturday to Sunday	200%
Public holidays	250%

Table 5: Overtime payment rates

144. A rostered employee is entitled to decline to work outside their designated hours except on overtime, and may, with reasonable cause, decline a request to work overtime.
145. The Institute will pay rostered employees:
- 145.1 for the actual period worked if the overtime is continuous with designated hours, or if the overtime is greater than two hours; or
  - 145.2 for a minimum of two hours if there is a break of more than 30 minutes between the employee's designated hours for the day and the period of overtime and/or additional hours; or
  - 145.3 for a minimum of two hours for a combined period of additional hours and overtime that is not continuous with designated hours.

The Institute will only pay overtime if the director makes a direction to work overtime in advance or the delegate or senior manager approves the overtime in writing.

*Additional payment for rostered employees*

146. Rostered employees who are regularly designated to work specified hours on Saturdays, Sundays and public holidays will be entitled to a payment equivalent to an additional 5 days (36 hours 45 minutes) of work (at the employee's hourly rate of salary) per year, pro rata for periods of part-time employment and/or employment for part of a year.
147. The Institute will make the payment by 31 October each year or on termination of employment with the Institute, for the amount of the payment accumulated under this provision as at 30 June in the relevant year.
148. Rostered employees will have the option of converting the payment to an amount of paid leave, to be taken at a mutually agreed time. Rostered employees wanting to convert the payment to paid leave must apply in writing before 30 June in the relevant accrual year, and must take the leave by 30 June in the following year.

*Change to designated hours or ordinary hours of work*

149. This term applies if the employer proposes to introduce a change to the regular designated hours or ordinary hours of work of employees.
150. For a change referred to in clause 149, the employer will notify the relevant employees of the proposed change and clauses 151 to 155 apply.
151. The relevant employees may appoint a representative for the purposes of the procedures in this term.
152. If:
  - 152.1 a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - 152.2 the employee or employees advise the employer of the identity of the representative, the employer must recognise the representative.
153. As soon as practicable after proposing to introduce the change, the employer must:
  - 153.1 discuss with the relevant employees the introduction of the change; and
  - 153.2 for the purposes of the discussion — provide to the relevant employees:
    - 153.2.1 all relevant information about the change including the nature of the change; and
    - 153.2.2 information about what the employer reasonably believes will be the effects of the change on the employees; and
    - 153.2.3 information about any other matters that the employer reasonably believes are likely to affect the employees; and
    - 153.2.4 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).
154. However, the employer is not required to disclose confidential or commercially sensitive information to relevant employees.

155. The employer must give prompt and genuine consideration to matters raised about the change by relevant employees.
156. In this term “relevant employees” means the employees who may be affected by a change referred to in clause 149.

## **Flexible working arrangements**

157. Employees may request flexible working arrangements such as compressed hours, working from home, working part time, or job sharing to enable them to balance their work and personal lives.
158. The Institute, employees and their union recognise:
  - 158.1 the importance of an appropriate balance between employees’ personal and working lives, and the role flexible working arrangements can play in helping to achieve this balance;
  - 158.2 access to flexible work can support strategies to improve diversity in employment and leadership in the APS;
  - 158.3 access to flexible work supports APS capability, and can assist in attracting and retaining the employees needed to deliver for the Australian community, including employees located at a wider range of locations;
  - 158.4 that flexibility applies to all roles in the Institute, and different types of flexible working arrangements may be suitable for different types of roles or circumstances; and
  - 158.5 requests for flexible working arrangements are to be considered on a case-by-case basis, with a bias towards approving requests.
159. The Institute is committed to engaging with employees and their union to build a culture that supports flexible working arrangements across the Institute at all levels. This may include developing and implementing strategies through an Institute consultative committee.
160. Flexible working arrangements include, but are not limited to, changes in hours of work, changes in patterns of work and changes in location of work.

### *Requesting formal flexible working arrangements*

161. The following provisions do not diminish an employee’s entitlement under the NES.
162. An employee may make a request for a formal flexible working arrangement.
163. The request must:
  - 163.1 be in writing;
  - 163.2 set out details of the change sought (including the type of arrangement sought and the proposed period the arrangement will operate for); and
  - 163.3 set out the reasons for the change, noting the reasons for the change may relate to the circumstances set out at section 65(1A) of the *FW Act*.
164. The CEO must provide a written response to a request within 21 days of receiving the request.
165. The response must:
  - 165.1 state that the CEO approves the request and provide the relevant detail in clause 166; or

- 165.2 if following discussion between the Institute and the employee, the Institute and the employee agree to a change to the employee's working arrangements that differs from that set out in the request – set out the agreed change; or
- 165.3 state that the CEO refuses the request and include the following matters:
  - 165.3.1 details of the reasons for the refusal; and
  - 165.3.2 set out the Institutes particular business grounds for refusing the request, explain how those grounds apply to the request; and
  - 165.3.3 either:
    - 165.3.3.1 set out the changes (other than the requested change) in the employee's working arrangements that would accommodate, to any extent, the employee's circumstances outlined in the request and that the Institute would be willing to make; or
    - 165.3.3.2 state that there are no such changes; and
  - 165.3.4 state that a decision to refuse the request, or failure to provide a written response within 21 days is subject to the dispute resolution procedures of the enterprise agreement, and if the employee is an eligible employee under the *FW Act*, the dispute resolution procedures outlined in section 65B and 65C of the *FW Act*.
- 166. Where the CEO approves the request this will form an arrangement between the Institute and the employee. Each arrangement must be in writing and set out:
  - 166.1 any security and work health and safety requirements;
  - 166.2 a review date (subject to clause 170); and
  - 166.3 the cost of establishment (if any).
- 167. The CEO may refuse to approve the request only if:
  - 167.1 the Institute has discussed the request with the employee; and
  - 167.2 the Institute has genuinely tried to reach an agreement with the employee about making changes to the employee's working arrangements to accommodate the employee's circumstances (subject to any reasonable business grounds for refusal); and
  - 167.3 the Institute and the employee have not reached such an agreement; and
  - 167.4 the Institute has had regard to the consequences of the refusal for the employee; and
  - 167.5 the refusal is on reasonable business grounds.
- 168. Reasonable business grounds include, but are not limited to:
  - 168.1 the new working arrangements requested would be too costly for the Institute;
  - 168.2 there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested;
  - 168.3 it would be impractical to change the working arrangements of other employees, or to recruit new employees, to accommodate the new working arrangements requested;
  - 168.4 the new working arrangements requested would be likely to result in a significant loss in efficiency or productivity;
  - 168.5 the new working arrangements requested would be likely to have a significant negative impact on customer service; and

- 168.6 it would not be possible to accommodate the working arrangements without significant changes to security requirements, or where work health and safety risks cannot be mitigated.
169. For Aboriginal and Torres Strait Islander employees, the Institute must consider connection to Country and cultural obligation in responding to requests for altering the location of work.
170. Approved flexible working arrangements will be reviewed by the Institute and the employee after 12 months, or a shorter period, if agreed by the employee. This is to ensure the effectiveness of the arrangement.

*Varying, pausing or terminating flexible working arrangements*

171. An employee may request to vary an approved flexible working arrangement in accordance with clause 163. An employee may request to pause or terminate an approved flexible working arrangement.
172. The CEO may vary, pause or terminate an approved flexible working arrangement on reasonable business grounds, subject to clause 174.
173. The Institute must provide reasonable notice if varying, pausing or terminating a flexible working arrangement without the agreement of the employee, having regard to the circumstances of the employee. Exceptions to this requirement are urgent and critical operational circumstances or an employee's demonstrated and repeated failure to comply with the agreed arrangements.
174. Prior to varying, pausing or terminating the arrangement under clause 172, the Institute must have:
- 174.1 discussed with the employee their intention to vary, pause or terminate the arrangement with the employee;
  - 174.2 genuinely tried to reach an agreement with the employee about making changes to the employee's working arrangements to accommodate the employee's circumstances (subject to any reasonable business grounds for alteration);
  - 174.3 had regard to the consequences of the variation, pause or termination for the employee;
  - 174.4 ensured the variation, pause or termination is on reasonable business grounds; and
  - 174.5 informed the employee in writing of the variation, pause or termination to the approved flexible working arrangement, including details set out in clause 165.3.

*Working from home*

175. The Institute will not impose caps on groups of employees on the time that may be approved to work from home or remotely, with each request to be considered on its merits.
176. The Institute may provide equipment necessary for, or reimbursement, for all or part of the costs associated with establishing a working at home arrangement.
177. An employee working at home is covered by the same employment conditions as an employee working at an office site under this agreement.
178. The Institute will provide employees with guidance on working from home safely.
179. Employees will not be required by the Institute to work from home unless it is lawful and reasonable to do so. This may include where circumstances prevent attendance at an office

during a pandemic or natural disaster. In these situations, the Institute will consider the circumstances of the employees and options to achieve work outcomes safely.

#### *Ad-hoc arrangements*

180. Employees may request ad-hoc flexible working arrangements. Ad-hoc arrangements are generally one-off or short-term arrangements for circumstances that are not ongoing.
181. Employees should, where practicable, make the request in writing and provide as much notice as possible.
182. Requests for ad-hoc arrangements are not subject to the request and approval processes detailed in clauses 161 to 170.
183. The Institute should consider ad-hoc requests on a case-by-case basis, with a bias to approving ad-hoc requests, having regard to the employee's circumstances and reasonable business grounds.
184. Where a regular pattern of requests for ad-hoc arrangements from an employee emerges, the Institute should consider whether it is appropriate to seek to formalise the arrangement with the employee.

#### *Altering span of hours*

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

### **Employees with caring responsibilities**

186. Long-term carers' leave is available for employees with special care responsibilities for family members. This leave may be approved for up to 12 months within each three-year period by the CEO, being satisfied of the special carers' responsibilities for family members of the employee concerned.
187. Long-term carers' leave is without pay and does not count as service for any purpose. However, it does not break continuity of employment.

### **Range of locations of work**

188. While working at premises other than their regular place of work:
  - 188.1 Maraga, Acton Peninsula, Canberra; or
  - 188.2 AIATSIS Central Australia, Alice Springs.
189. Employees may negotiate working hours (including the application of flex time policies) with their supervisor.
190. In determining the appropriate conditions and rates for overseas conditions of service, the Institute may be guided by the conditions of service extended to employees of the Department of Foreign Affairs and Trade and material available from accredited providers, for employees on overseas posts and on short-term duty overseas.



## Part-time work

191. Employees engaged on a full-time basis will not be compelled to convert to part-time employment.
192. Employees engaged on a part-time basis will not be compelled to convert to full-time employment.
193. The pattern of agreed hours will provide for no less than three hours per day (or an alternative period agreed by the CEO and the employee) and will be continuous on any one day.

## Christmas Closedown

194. 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.
195. 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).
196. There will be no deduction from annual leave or personal/carer's leave credits for the closedown days.

## Public holidays

197. Employees are entitled to the following holidays each year as observed at their normal work location in accordance with the *FW Act*:
  - 197.1 1 January (New Year's Day);
  - 197.2 26 January (Australia Day);
  - 197.3 Good Friday and the following Monday;
  - 197.4 25 April (Anzac Day);
  - 197.5 the King's birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory);
  - 197.6 25 December (Christmas Day);
  - 197.7 26 December (Boxing Day); and
  - 197.8 any other day, or part day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a public holiday, other than a day or part day, or a kind of day or part day, that is excluded by the *Fair Work Regulations 2009* from counting as a public holiday.
198. If a public holiday falls on a Saturday or Sunday, and if under a State or Territory law, a day or part day is substituted for one of the public holidays listed above, then the substituted day or part day is the public holiday.
199. The CEO and an employee may agree on the substitution of a day or part day that would otherwise be a public holiday, having regard to operational requirements.

200. The CEO and an employee may agree to substitute a cultural or religious day of significance to the employee for any day that is a prescribed holiday. If the employee cannot work on the prescribed holiday, the employee will be required to work make-up time at times to be agreed. This substitution does not impact or reduce an employee's entitlement to Aboriginal and Torres Strait Islander ceremonial leave, NAIDOC leave or cultural leave.
201. Where an employee substitutes a public holiday for another day, they will not be paid penalty rates for working their normal hours on the public holiday.
202. Where a public holiday falls during a period when an employee is absent on leave (other than annual leave, paid personal/carer's leave or defence service sick leave) there is no entitlement to receive payment as a public holiday. Payment for that day will be in accordance with the entitlement for that form of leave (e.g., if on long service leave on half pay, payment is at half pay).
203. If under a law of a State or Territory every Sunday is declared or prescribed by or under that law to be a public holiday, there is no entitlement to receive payment as a public holiday if the employee would have worked, or does perform work, on that day. In these circumstances, payment will only be made at the public holiday rate if the employee performs work on that day, and the Sunday would otherwise be a public holiday under clauses 197.1 to 197.8.
204. An employee, who is absent on a day or part day that is a public holiday in their normal work location, is entitled to be paid for the part or full day absence as if that day or part day was not a public holiday, except where that person would not normally have worked on that day.
205. Where a full-time employee, including but not limited to employees on compressed hours, has a regular planned day off which would fall on a public holiday, the CEO may allow the employee to change their planned day off so that it does not fall on a public holiday. If it is not possible to change their planned day off, the employee will be credited an equivalent amount of time to their regular hours for the day in flex credits or EL TOIL in recognition of their planned day off.

### **Parking assistance arrangements**

206. The Institute will provide a car park or alternative arrangements for staff, who experience short-term incapacitation on medical advice, upon CEO approval.

## Section 6: Leave

### Annual leave

207. Employees (other than casual employees) are entitled to 4 weeks (20 working days) paid annual leave per year of service, accruing daily, credited to an employee on a fortnightly basis. Annual leave for part-time employees accrues on a pro-rata basis.
208. Annual leave may be taken at half pay. However, unless approved by the CEO (or delegate), it may not be taken at half pay where the employee has an excessive leave balance.
209. Excess leave will be managed in accordance with the Institutes enterprise agreements and policy.
210. Where annual leave is cancelled or the employee is recalled to duty, the employee will be reimbursed for travel costs not recoverable from insurance or other sources. Evidence of costs may be required.
211. Employees will receive payment in lieu of any undertaken annual leave upon separation from the APS.

### *Cashing out of annual leave*

212. Consistent with the provisions of the *FW Act*, the CEO and an employee may make a written agreement to cash out an amount of annual leave on the following basis:
  - 212.1 each "cashing out" is made by a separate written agreement;
  - 212.2 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);
  - 212.3 the employee will have at least 20 days (pro rata for equivalent part time employees) of annual leave remaining after the cashing out; and
  - 212.4 the employee will be paid the full amount that would have been payable had the employee taken the leave to be cashed out.
213. The timing of taking of annual leave is subject to the agreement of the CEO and counts as service for all purposes.
214. 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.
215. Annual leave credit balances will be reviewed yearly as at the first of April every year.
216. If an employee has accumulated more than 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 3 months of the advice or within an agreed period.
217. 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

218. The Purchased Leave Scheme is available to ongoing employees and enables them to purchase up to 4 weeks additional leave per year through salary deductions.

## Personal/carer's leave

### *Entitlement to personal/carer's leave*

219. 18 days paid leave per annum (pro-rata for part-time employees).
220. Leave at half pay may be approved by the CEO.

### *Accrual*

221. 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 and credited monthly.

### *Transitional Arrangements*

222. For an ongoing employee, 18 days personal/carer's leave will be credited upon the employee's commencement with the APS. In subsequent years, the employee's leave will accrue daily, credited at least monthly. This is to be implemented by the Institute by 1 January 2026.
223. For a non-ongoing employee, the personal/carer's leave will be credited upon the employee's commencement with the Institute. This will be 18 days leave pro-rated based on the employee's initial contract period, and is capped at 18 days. After the initial contract period or 12 months, whichever is shorter, or where the employee has an existing entitlement to personal/carer's leave, leave will accrue daily, credited at least monthly.
224. A casual employee may be absent without pay when not fit for work due to personal illness or injury. A casual employee may access 2 days unpaid carer's leave per occasion, consistent with the NES.
225. Where an employee:
- 225.1 has, or cares for someone with, a chronic condition or other ongoing illness; or
  - 225.2 is recovering from surgery; or
  - 225.3 is pregnant; or
  - 225.4 is returning from parental leave or has a child commencing day care; and
  - 225.5 as a result of the transition to daily accrual of personal/carer's leave, does not have sufficient credit to cover an absence for which they would otherwise be able to take personal/carer's leave, the CEO will advance the employee's accrual up to the 12-month anniversary when their leave would otherwise be credited.

### *Usage*

226. Personal/carer's leave to be used:
- 226.1 due to personal illness or injury;
  - 226.2 to attend appointments with a registered health practitioner;
  - 226.3 to manage a chronic condition;
  - 226.4 to provide care or support for a family or household member or a person they have caring responsibilities for; because:
    - 226.4.1 of a personal illness or injury affecting the person; and
    - 226.4.2 of an unexpected emergency affecting the other person.

### *Carers*

227. A person that an employee has caring responsibilities for may include a person who needs care because they:
- 227.1 have a medical condition, including when they are in hospital;
  - 227.2 have a mental illness;
  - 227.3 have a disability;
  - 227.4 are frail or aged; and
  - 227.5 are a child, not limited to a child of the employee.

### *Evidence*

228. Evidence may be requested after:
- 228.1 more than 3 consecutive days; or
  - 228.2 more than 8 days without evidence in a calendar year.
229. Acceptable evidence includes:
- 229.1 a certificate from a registered health practitioner;
  - 229.2 a statutory declaration; or
  - 229.3 another form of evidence approved by the CEO.
230. A certificate from a registered health practitioner may be used as evidence of a chronic condition for up to 12 months for both personal and carer's leave.

## **Portability of leave**

231. Where an employee moves to the Institute from another APS agency where they were an ongoing employee, the employee's unused accrued annual leave and personal/carer's leave will be transferred, provided there is no break in continuity of service.
232. Where an employee is engaged in the Institute immediately following a period of ongoing employment in the Parliamentary Service or the ACT Government Service, the employee's unused accrued annual leave and personal/carer's leave will be recognised unless the employee received payment in lieu of those entitlements on cessation of employment.
233. Where an employee is engaged as an ongoing employee in the Institute, and immediately prior to the engagement the person was employed as a non-ongoing APS employee (whether in the Institute or another), at the employee's request, any unused accrued annual leave (excluding accrued leave paid out on separation) and personal/carer's leave will be recognised.

234. Where an employee is engaged as a non-ongoing APS employee, and immediately prior to the engagement the person was employed as a non-ongoing APS employee (whether in the Institute or another) at the employee's request, any unused accrued annual leave (excluding accrued leave paid out on termination of employment) and personal/carer's leave will be recognised.
235. Where an employee is engaged as an ongoing employee in the Institute, and immediately prior to the engagement the person was employed by a Commonwealth employer (other than in the Parliamentary Services which are covered in clause 232), the CEO will recognise any unused accrued personal/carer's leave at the employee's request. The CEO will advise the employee of their ability to make this request.
236. Where an employee is engaged as an ongoing employee in the Institute, and immediately prior to the engagement the person was employed by a State or Territory Government, the CEO may recognise any unused accrued personal/carer's leave, provided there is not a break in continuity of service.
237. For the purposes of clauses 231 to 236, an employee with a break in service of less than 2 months is considered to have continuity of service.

## **Leave without pay**

238. 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 of leave**

239. When an employee is on:

- 239.1 annual leave;
- 239.2 purchased leave;
- 239.3 defence reservist leave;
- 239.4 Aboriginal and Torres Strait Islander ceremonial leave;
- 239.5 NAIDOC leave;
- 239.6 cultural leave; or
- 239.7 long service leave; and

becomes eligible for, under legislation or this agreement:

- 239.8 personal/carer's leave; or
- 239.9 compassionate or bereavement leave; or
- 239.10 jury duty; or
- 239.11 emergency services leave; or
- 239.12 leave to attend to family and domestic violence circumstances; or
- 239.13 parental leave, premature birth leave, stillbirth leave or pregnancy loss leave;

the affected period of leave will be re-credited.

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

## **Long service leave**

242. An employee is eligible for long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.
243. The minimum period for which long service leave will be granted is 7 calendar days (whether taken at full or half pay). Long service leave cannot be broken with other periods of leave, except as otherwise provided by legislation or provided for in the re-crediting of leave at clause 239 of this agreement.

## **Miscellaneous leave**

244. Miscellaneous leave may be granted with or without pay for a purpose not provided for elsewhere in this agreement. Unless otherwise determined by the CEO:
- 244.1 a period of miscellaneous leave with pay will count as service for any purpose.
  - 244.2 a period or cumulative periods of miscellaneous leave without pay which exceed 30 days within a 12-month period will not count as service for any purpose unless required by legislation. Service for long service leave purposes will be determined in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.
245. Miscellaneous leave may be granted to casual employees to provide for paid family and domestic violence leave and otherwise by Government directive.
246. Applications for miscellaneous leave are considered subject to the operational requirements of the Institute and on a case-by-case basis. Appropriate supporting evidence, relevant to the request, is to be provided with the application.
247. Unless the CEO determines otherwise, miscellaneous leave without pay will not be granted until all forms of appropriate paid leave are exhausted.

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

### *NAIDOC leave*

248. All employees may access up to 1 day of paid leave per calendar year to participate in NAIDOC week activities.
249. NAIDOC leave can be taken in part days.

### *Aboriginal and Torres Strait Islander ceremonial leave*

250. Aboriginal and Torres Strait Islander employees may access up to 6 days of paid leave over 2 calendar years to participate in significant activities associated with their culture or to fulfill ceremonial obligations.

251. The CEO may approve additional leave for cultural or ceremonial purposes as miscellaneous leave, with or without pay.
252. Aboriginal and Torres Strait Islander ceremonial leave can be taken as part days.
253. Aboriginal and Torres Strait Islander ceremonial leave is in addition to compassionate and bereavement leave.

#### *Cultural leave*

254. The CEO may grant up to 3 days of paid leave and up to 3 months of unpaid leave per calendar year for the purpose of attending significant religious or cultural obligations associated with the employees' particular faith or culture.
255. The CEO may approve additional leave for cultural purposes as miscellaneous leave, with or without pay.
256. Cultural leave can be taken as part days.
257. For the avoidance of doubt, this leave does not cover cultural purposes or obligations which are eligible for paid leave under clause 250.

### **Parental leave**

258. A primary caregiver, secondary caregiver and *Maternity Leave (Commonwealth Employees) Act 1973 (ML Act)* is defined in the definitions section.
259. An employee who is a primary caregiver or secondary caregiver is entitled to parental leave up until 24 months from the date of the child's birth or placement (parental leave period). For the avoidance of doubt, this is inclusive of all legislated leave entitlements. The parental leave period does not extend to non-ongoing employment where the employment period remaining is less than 24 months. An employee is only eligible for parental leave with pay as either a primary caregiver or a secondary caregiver for the particular parental leave period, and cannot switch roles for the purpose of accessing additional paid leave.
260. For the pregnant employee, the parental leave period starts on commencement of maternity leave as per *ML Act* requirements, and ceases 24 months from the date of birth. Medical certification requirements for the pregnant employee will be as required by the *ML Act*.
261. Conditions in this agreement will continue to apply in circumstances where successor legislation to the *ML Act* does not provide parental leave conditions included in this agreement.

#### *Payment during parental leave*

262. An employee is entitled to parental leave with pay as per clauses 264 and 265 below within the parental leave period. Any further parental leave during the parental leave period is without pay. Unused paid parental leave remaining at the end of the employee's parental leave period will lapse. An employee may choose to use their accrued paid leave entitlements in accordance with usage and eligibility requirements in this agreement during the parental leave period that would otherwise be without pay.
263. Employees newly engaged or who have moved to the Institute from another APS agency are eligible for the paid parental leave in clauses 264 and 265 where such paid leave had not already been provided by another APS or Commonwealth employer in the 24 months since



the child's date of birth or placement. If the paid leave used by the employee with the previous Commonwealth or APS employer is less than the limits specified in clauses 264 and 265, the balance is available to the employee.

264. An employee who is a primary caregiver is entitled to parental leave with pay during the parental leave period to a maximum of 18 weeks as provided in Table 6 below.

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

*Table 6: Primary caregivers - circumstances for paid parental leave*

265. An employee who is a secondary caregiver is entitled to parental leave with pay during the parental leave period as provided in Table 7 below.

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

*Table 7: Secondary caregivers - circumstances for paid parental leave*

266. Flexibility: Parental leave with pay, whether provided as maternity leave under the *ML Act* or under this agreement, can be accessed flexibly during the parental leave period and does not have to be taken in a single block. For the avoidance of doubt, parental leave can be used to replicate a part time work arrangement, and can be taken concurrently with another parent in relation to the same child.
267. Rate of payment during paid parental leave is the same as for an absence on personal/carer's leave and based on the employee's weekly hours at the time of the absence.
268. Half-pay option: The payment of any paid parental leave may be spread over a maximum period of 36 weeks at the rate of, no less than, half the normal rate of salary. All paid parental leave counts as service for all purposes, where permitted by legislation.

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

269. An employee who is a primary caregiver or secondary caregiver is entitled to parental leave in accordance with this agreement for adoption or long-term foster care, provided that the child:
- 269.1 is under 16 as at the day (or expected day) of placement;
  - 269.2 has not lived continuously with the employee for a period of 6 months or more as at the day (or expected day) of placement; and
  - 269.3 is not (otherwise than because of the adoption) a child of the employee or the employee's spouse or de facto partner.
270. Documentary evidence of approval for adoption or enduring parental responsibilities under formal fostering arrangements must be submitted when applying for parental leave for adoption or long-term foster carer purposes.

### *Stillbirth*

271. Parents of a stillborn child remain eligible for parental leave, except for paid leave for the secondary caregiver which is 2 weeks.
272. A stillborn child is a child:
- 272.1 who weighs at least 400g at delivery or whose period of gestation was 20 weeks or more;
  - 272.2 who has not breathed since delivery; and
  - 272.3 whose heart has not beaten since delivery.

### *Pregnancy loss leave*

273. A pregnant employee who experiences, or an employee whose partner experiences, pregnancy loss is entitled to 1 weeks' paid leave. Pregnancy loss is a miscarriage or other loss of pregnancy that occurs between 12 and 20 weeks' gestation that is not a stillbirth.
274. Pregnancy loss leave is in addition to entitlements to compassionate leave for miscarriage provided under the *FW Act* and this agreement.

### *Premature birth leave*

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

### *Transitional provisions*

276. Employees eligible for paid leave under the *ML Act* are required under legislation to use their paid maternity leave first. In this circumstance, the employee may postpone their paid premature birth leave otherwise payable under clause 275 until after the legislated paid maternity leave is used.

## **Compassionate leave**

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

- 277.1 a member of their family, household or someone they have a close personal or kinship relationship with contracts, develops or sustains a life-threatening illness or injury; or
  - 277.2 the employee or their spouse/partner has a miscarriage.
278. An employee may be asked to provide evidence to support their absences on compassionate leave.
279. Compassionate leave for an occasion may be taken as 3 consecutive days or in separate periods totalling 3 days. This can include part days.
280. For casual employees, compassionate leave is unpaid.

## **Bereavement leave**

281. Employees will be eligible for 3 days paid bereavement leave on each occasion when:
- 281.1 a member of their family, household or someone they had a close personal relationship with dies; or
  - 281.2 a child is stillborn, where the child was a member of their family or household.
282. An employee may be asked to provide evidence to support their absences on bereavement leave.
283. Bereavement leave for an occasion may be taken as 3 consecutive days or in separate periods totalling 3 days. This can include part days.
284. For casual employees, bereavement leave is unpaid.

## **Sabbatical leave**

285. By agreement, an ongoing employee may purchase up to 1 years' leave to enable them to take a long period of sabbatical leave.

## **Emergency response leave**

286. In line with section 108 of the *FW Act*, an employee who engages in an eligible community service activity is entitled to emergency response leave to volunteer for emergency management duties for:
- 286.1 the time engaged in the activity;
  - 286.2 reasonable travelling time; and
  - 286.3 reasonable recovery time.
287. Full-time and part-time employees will be able to access 20 working days of paid emergency response leave at their full rate of pay per year if required. The CEO may provide additional emergency response leave with pay.
- 287.1 For the purposes of this clause, full rate of pay is to be as if the employee was at work.
288. Paid leave may be refused where the employee's role is essential to the Institute's response to the emergency.

- 289. An employee must provide evidence that the organisation requests their services. Employees can provide evidence before or as soon as practical after their emergency service activity.
- 290. The CEO may approve reasonable paid or unpaid leave for ceremonial duties and training.
- 291. Emergency response leave, with or without pay, will count as service.

## **Jury duty**

- 292. Employees who are required by a court to attend either for jury selection, or to act as a juror, will be released from duty for the required period, without the need to apply for leave.
- 293. Full and part-time employees will be released from duty on full pay. Payment for casuals will be as per the relevant state legislation.
  - 293.1 For the purposes of this clause, full rate of pay is to be as if the employee was at work.
- 294. The employee is required to inform their manager before they are released from duty and provide evidence of the need to attend.
- 295. If the employee receives a payment from the court for attendance (which are not expense related such as allowances and reimbursements), they must repay that amount to the Institute for the period of absence. This will be administered in accordance with the overpayments clause.

## **Defence reservist leave**

- 296. The CEO will give an employee leave with or without pay to undertake:
  - 296.1 Australian Defence Force (ADF) Reserve and continuous full-time service (CFTS); and
  - 296.2 Australian Defence Force Cadet obligations.
- 297. An employee who is a Defence Reservist can take leave with pay for:
  - 297.1 up to 4 weeks (20 days) in each financial year (pro rata for part-time employees); and
  - 297.2 an extra 2 weeks (10 days) in the first year of ADF Reserve service (pro rata for part-time employees).
- 298. Leave can be built up and taken over 2 consecutive years. This includes the extra 2 weeks in the first year of service.
- 299. An employee who is an Australian Defence Force Cadet officer or instructor can get paid leave up to 3 weeks in each financial year to perform their duties. Australian Defence Force Cadet means:
  - 299.1 Australian Navy Cadets;
  - 299.2 Australian Army Cadets; and
  - 299.3 Australian Air Force Cadets.
- 300. In addition to the entitlement at clause 297, paid leave may be granted to an employee to attend an interview or medical examination in connection with the enlistment of the employee in a Reserve Force of the Defence Force.
- 301. Paid defence reservist leave counts for service.

- 302. Unpaid defence reservist leave for 6 months or less counts as service for all purposes. This includes periods of CFTS.
- 303. Unpaid leave taken over 6 month's counts as service, except for annual leave.
- 304. An employee will not need to pay their tax free ADF Reserve salary to the Institute for any reason.

## **Defence service sick leave**

- 305. An employee is eligible for defence service sick leave credits when the Department of Veterans Affairs (DVA) has certified that an employee's medical condition is as a result of either:
  - 305.1 war-like service; or
  - 305.2 non-war like service.
- 306. An eligible employee can get two types of credits:
  - 306.1 an initial credit of 9 weeks (45 days) defence service sick leave (pro-rata for part-time employees) will apply as at the following dates, whichever is later:
    - 306.1.1 they start employment with the APS; or
    - 306.1.2 DVA certifies the condition.
  - 306.2 an annual credit of 3 weeks (15 days) defence service sick leave (pro-rata for part-time employees).
- 307. An employee can use their defence service sick leave when a recognised medical practitioner provides a certificate that says they were away due to their DVA certified medical condition.
- 308. Unused annual credits can be built up to 9 weeks.
- 309. An employee cannot use annual credits until the initial credit is exhausted.
- 310. Defence service sick leave is paid and counts as service for all purposes.

## **Leave to attend proceedings**

- 311. An employee giving evidence before a Court, Tribunal or Royal Commission on behalf of the Commonwealth or a Commonwealth party in the course of their duties, will be considered on duty.
- 312. An employee who is not covered under clause 311, and is required to give evidence to, appear before or attend to instruct a representative at a Court, Tribunal or Royal Commission in relation to their duties will be released from duty without loss of pay. This includes in proceedings relating to a dispute between the employee and the Institute.
- 313. An employee may otherwise be granted paid or unpaid miscellaneous leave by the CEO if required to give evidence to a Court, Tribunal or Royal Commission for any other reason. Where approval for unpaid leave is given, the employee may elect to use accrued annual leave, flex leave or time off in lieu.
- 314. The CEO may refuse to release an employee from duty having regard to business requirements and whether the employee's attendance is necessary for the Court, Tribunal or Royal Commission hearing.

## Section 7: Employee support and workplace culture

### Blood donation

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

### Vaccinations

317. The Institute will offer annual influenza vaccinations at no cost to all employees.
318. Where the Institute requires an employee performing a role to be vaccinated for a particular condition, this vaccination will be offered at no expense to the employee. When these vaccinations are not provided at the workplace, private arrangements to be vaccinated can be made which will be reimbursed.
319. 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.

### Employee Assistance Program

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

### Respect at work

#### *Principles*

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

#### *Consultation*

323. The Institute will consult with employees and their unions and/or other representatives in developing, reviewing and evaluating approaches to prevent sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace.

## Family and domestic violence support

324. The Institute will provide support for employees affected by family and domestic violence, depending on the employee's circumstances.
325. The Institute recognises that a holistic approach should be taken to support the employee, appropriate for the employee's individual circumstances.
326. Family and domestic violence support, including paid leave, are available to all employees covered by this agreement.
327. An employee experiencing family and domestic violence is able to access paid miscellaneous leave. Reasons an employee experiencing family and domestic violence may access this leave include, but are not limited to:
  - 327.1 illness or injury affecting the employee resulting from family and domestic violence;
  - 327.2 providing care or support to a family or household member who is also experiencing family and domestic violence, and is ill or injured as a result of family and domestic violence;
  - 327.3 providing care or support to a family or household member who is also experiencing family and domestic violence, and is affected by an unexpected emergency as a result of family and domestic violence;
  - 327.4 making arrangements for the employee's safety, or the safety of a close relative;
  - 327.5 accessing alternative accommodation;
  - 327.6 accessing police services;
  - 327.7 attending court hearings;
  - 327.8 attending counselling; and
  - 327.9 attending appointments with medical, financial or legal professionals.
328. This entitlement exists in addition to an employee's existing leave entitlements and may be taken as consecutive days, single days or part days and will count as service for all purposes.
329. Given the emergency context in which leave may need to be accessed, employees can proceed to take the leave and seek approval at a later date, as soon as practicable.
330. These provisions do not reduce an employee's entitlement to family and domestic violence leave under the NES.
331. Paid miscellaneous leave available under this clause is paid for ongoing and non-ongoing employees at their full rate as if they were at work.
332. Paid leave for casual employees under this clause is paid at their full pay rate for the hours they were rostered to work in the period they took leave.
333. Evidence may be requested to support the Institute in approving leave. In most cases, this will not be required. Where it is required, this will be discussed with the employee and a statutory declaration is the only form of evidence the Institute will require, unless the employee chooses to provide another form of evidence.
334. An employee may also choose to provide other forms of evidence, including a medical certificate, or document issued by the police service, a court, a doctor, district nurse, a family violence support service or lawyer.

335. The Institute will take all reasonable measures to treat information relating to family and domestic violence confidentially. The Institute will adopt a 'needs to know' approach regarding communication of an employee's experience of family and domestic violence, subject to steps the Institute may need to take to ensure the safety of the employee, other employees or persons, or mandatory reporting requirements.
336. Where an Institute needs to disclose confidential information for purposes identified in clause 335, where it is possible the Institute will seek the employee's consent and take practical steps to minimise any associated safety risks for the employee and/or privacy breaches.
337. The Institute will not store or include information on the employee's payslip in relation to the employee's experience of family and domestic violence; any leave accessed for the purposes of family and domestic violence; or support(s) provided by the employer, unless otherwise required by legislation.
338. Other available support may include, but is not limited to, flexible working arrangements, additional access to the Employee Assistance Program, changes to their span of hours or pattern of hours and/or shift patterns and/or location of work where reasonably practicable.
339. The Institute will acknowledge and take into account an employee's experience of family and domestic violence if an employee's attendance or performance at work is affected.
340. Further information about leave and other support available to employees affected by family and domestic violence may be found in Institute policy.

## **Integrity in the APS**

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

## **Aboriginal and Torres Strait Islander cultural competency training**

344. The CEO will take reasonable steps to ensure all substantive, ongoing EL 2 employees employed at the commencement of this agreement or any new substantive, ongoing EL 2 employees who commence within the first 6 months of this agreement will complete relevant Aboriginal and Torres Strait Islander cultural competency training within 12 months of the commencement of the agreement.
345. During the life of this agreement the Institute will endeavour to provide cultural competency training to all Institute employees.



346. Any new substantive, ongoing EL 2 employee who commences after 6 months of the commencement of this agreement will be required to complete a relevant Aboriginal and Torres Strait Islander cultural competency training course within 6 months of their engagement or promotion.

## **Diversity**

347. The Institute is committed to preventing and eliminating discrimination on the basis of race, colour, gender identity, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction, social origin or trade union affiliation.

## **Lactation and breastfeeding support**

348. Reasonable paid time during work hours will be provided for lactation breaks for breastfeeding, expressing milk and other associated activities.
349. The Institute will provide access to appropriate facilities for the purpose of breastfeeding or expressing milk, subject to clause 350. In considering whether a space is appropriate, the Institute should consider whether:
- 349.1 there is access to refrigeration;
  - 349.2 the space is lockable; and
  - 349.3 there are facilities needed for expressing such as appropriate seating.
350. Where it is not practicable for an Institute site to have a designated space, a flexible approach will be taken so that the employee can access the support required.
351. The Institute will facilitate discussion between individual employees and their managers about accommodating the employee's lactation needs and practical arrangements to meet these needs.
352. The manager and employee shall discuss any flexible working arrangements that may be needed to support lactation. This may include consideration of arrangements such as working from home and/or remote working or varying work hours on an ad hoc or regular basis. Wherever possible, requests by an employee will be accommodated, noting these needs may be changed over time.
353. Further information is available in Institute policy.

## **Disaster support**

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

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

## Section 8: Performance and development

### Performance management

- 357. The Institute will continue to operate a Performance Feedback Scheme which will encompass employee development and training opportunities.
- 358. Ongoing employees and non-ongoing employees with contracts longer than 3 months will be required to have a current performance agreement.
- 359. 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*

- 360. When a manager makes an assessment that an employee's performance does not meet expectations the employee is considered to be underperforming.
- 361. Where underperformance is identified, the Institute will work with affected employees and their managers to attain and sustain the standards required.
- 362. The underperformance procedures have been developed under the principles of procedural fairness, natural justice and provide rights to representation.
- 363. 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.
- 364. An employee may be terminated with consent at any stage of the process.
- 365. More information on managing underperformance can be found in the Managing Underperformance Policy.

### Workloads

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

### Study assistance

- 369. Subject to delegate approval, eligible employees may access the following to undertake accredited study relevant to the Institute and APS priorities:

- 369.1 Full reimbursement of registration and administration fees; course fees; general service fees; examination fees; or tuition fees.
  - 369.2 50% reimbursement of Higher Education Contribution Scheme contributions, on a unit-by-unit basis, provided the HECS-HELP fee is paid upfront.
  - 369.3 A textbook/essential materials allowance of up to \$400 per semester on the production of receipts.
  - 369.4 Study leave of up to six hours per week during study periods.
370. In addition, up to 3 hours paid leave for travel to and from the place of study (but not to home) during normal working hours may be approved.
371. Aboriginal and Torres Strait Islander employees may also:
- 371.1 Access up to an additional 13 hours study leave per week during study periods, including travel to and from approved study activities which occur during normal working hours.
  - 371.2 Have their fees covered for study to obtain pre-requisite qualifications for entry into a tertiary institution to pursue a tertiary qualification.
372. In cases where the maximum amount of study leave available per week is not being utilised, the difference carries over as study credit for each period of approval, that is, each semester or academic year.
373. For more information on the administration of study assistance, employees should consult the Study Assistance Guidelines.

## **Learning and development**

374. Each employee's performance agreement will include a learning and development program, which is produced following discussion between the employee and their supervisor.
375. Reasonable opportunities will be provided for employees to attend suitable courses dealing with identified needs. Learning and development may include training, attendance at conferences and the development activities which support an employee's current role and career progression. This is either the Institutes required learning and development, or at the employee's initiative.

## Section 9: Travel and location-based conditions

### Travel

376. 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.
377. 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.
378. Staff are required to travel during the bandwidth work hours, unless otherwise agreed to by their manager due to workplace requirements.
379. Where an employee falls ill or is injured while travelling on official business and subsequently takes leave, the delegate may determine that all reasonable return journey costs will be provided to the employee on their return home, where necessary.

### Relocation assistance

380. Where an APS employee is required to relocate at the request of the Institute (such as a promotion), the employee will be provided with financial relocation assistance. Employees who relocate on a temporary basis to take up higher duties are entitled to removal expenses if they relocate for a period of 13 weeks or more.
381. Where an employee is required to relocate on engagement with the Institute, the employee will be provided with financial relocation assistance.
382. Reasonable expenses associated with the relocation include:
  - 382.1 the cost of transport of the employee, dependants and partner by the most economical means;
  - 382.2 removal expenses, namely the reimbursement of reasonable incurred costs of the removal of furniture and household effects of the employee, dependants and partner;
  - 382.3 the reimbursement of the cost of the insurance premium based on a reasonable replacement value; and
  - 382.4 the reasonably incurred expenses in kennelling and transport of pets, up to the amount specified in the APS Award.
383. Additional relocation assistance may be considered by CEO discretion.

### District allowance

#### *District allowance assistance*

384. The CEO may approve remote locality assistance as set out in this section. Further information is outlined in the Institutes policies and procedures.
385. District allowance assistance is not paid pro-rata in respect of part time employees.

386. District allowance is payable to a casual employee on a pro-rata basis. Casual employees are not entitled to district leave fares or additional annual leave.

*District allowance*

387. A district (remote locality) allowance is payable fortnightly to an employee stationed at a designated remote locality included in the Institutes policies and procedures.

	From commencement of the agreement		From 13 March 2025		From 12 March 2026	
Grade	With dependants	Without dependants	With dependants	Without dependants	With dependants	Without dependants
Grade 1	\$2,447	\$1,230	\$2,540	\$1,277	\$2,626	\$1,320
Grade 2	\$5,877	\$3,213	\$6,100	\$3,335	\$6,307	\$3,448
Grade 3	\$7,961	\$4,516	\$8,264	\$4,688	\$8,545	\$4,847
Grade 4	\$11,709	\$7,240	\$12,154	\$7,515	\$12,567	\$7,771

*Table 8: District allowance leave fare*

388. An employee based in a particular district (remote locality) will accrue an entitlement to a remote locality leave fare on the day the employee commences working at the remote locality. The entitlement to remote locality leave fares will accrue on the anniversary of the employee's commencement at the remote locality in accordance with the following table:

Grade	Leave fare entitlement
Grades 1 and 2	1 every two years
Grades 3 and 4	each year

*Table 9: Remote locality leave fare entitlement*

389. No more than 2 remote locality leave fares may be held in credit at any one time. Remote locality leave fares cannot be cashed out and cannot be transferred if an employee moves to another location that is not remote. Remote locality leave fares will not be paid out on termination of employment.

390. For the purposes of the remote locality leave fare, employees will be reimbursed for travel undertaken by the employee and each eligible dependant or partner of the employee, up to the lesser amount of:

- 390.1 return airfare(s) based on the best fare of the day from travel from the designated remote locality to the nearest capital city in that State (with Adelaide being deemed to be the nearest capital city for Northern Territory);

- 390.2 return airfare(s) for the actual travel undertaken based on the best fare of the day;  
or
- 390.3 motor vehicle allowance for the car travel undertaken.  
(for the purposes of this clause, "best fare of the day" means the 'best' fare quoted by the Institutes contracted travel provider for travel after 7:00am on the day that the employee undertakes the travel).

391. An employee who is based in a remote locality may access or be reimbursed the cost of two travel fares per year for each of their dependents who attends school outside the remote locality for the purpose of visiting the employee.

*Additional annual leave for district allowance*

392. Employees living in designated remote localities will accrue additional annual leave as follows:

Location	Additional leave per annum
Grade 1	1 day
Grade 2	2 days
Grade 3	3 days
Grade 4	4 days

*Table 10: Remote locality additional annual leave entitlement*

*Air Conditioning subsidy*

393. For eligible employees stationed at Broome, Karratha, Nhulunbuy, Thursday Island, or other Islands of the Torres Strait, and who reside in either a Commonwealth dwelling or dwelling in which they receive financial assistance from the Institute, in which air conditioning (AC) is installed, and are responsible for the payment of charges listed on an acceptable account for that dwelling, will receive AC subsidy for September to April:

Number of air conditions installed	Rate
1 room AC installed	50% of total charge for period
2 room AC installed	65% of total charge for period
3 or more rooms or ducted AC	70% of total charge for period
Where there is separate metering	85% of total charge for period

*Table 11: Remote locality air conditioning subsidy rates*

### *Other Remote Provisions*

394. Education allowance: where an employee relocated to a remote locality has dependent children attending secondary school, they may be entitled to an education costs allowance if the dependent child does not move with them to the remote locality.
395. Employee housing: employees may, as determined by the delegate, be provided with a reasonable level of housing assistance where they work in a remote locality where private housing is not available or reasonably affordable.
396. Medical or dental treatment – reimbursement of transport costs: reimbursement of reasonable travel costs, as determined by the delegate, for medical or dental treatment where it is immediately necessary for the employee or a dependant to travel from the remote locality for medical, dental or specialist treatment because the service is unavailable at the locality and a qualified specialist has certified this.
397. Emergency or compassionate travel – reimbursement of transport costs: where an employee or dependant is stationed at a remote locality and it is necessary for the employee or a dependant to travel from the locality for emergency or compassionate reasons, the delegate will authorise reimbursement of reasonable costs for return transport by air or surface travel within Australia to the relevant locality.
398. Reunion travel for school children: a dependent child of an ongoing employee stationed in a remote locality who ordinarily lives with the employee and is receiving primary or secondary education in a locality other than where the employee is stationed will be eligible to receive reunion travel for the child to visit the employee. Reunion travel will be limited to 3 return fares per dependent child during a school year.
399. Correspondence school travel assistance: a dependent child of an ongoing employee stationed in a remote locality who lives with the employee and is studying at primary or secondary school level by correspondence and is required to travel to another location as part of their course of study, may be reimbursed airfares on up to 3 occasions during a school year.
400. Re-crediting of annual leave for annual medical examinations: subject to relevant supporting evidence, employees who return from annual leave having had an annual medical examination will be recredited 1 day of annual leave and have 1 day of personal/carer's leave subsequently deducted from their leave balance.



# Section 10: Consultation, representation and dispute resolution

## Consultation

### *Principles*

401. Genuine and effective consultation with employees and the relevant union(s), taking into account the diverse needs of employees, fosters a positive and inclusive workplace, enabling the views of employees to be considered.
402. The Institute recognises:
  - 402.1 the importance of inclusive and respectful consultative arrangements;
  - 402.2 employees and the relevant union(s) should have a genuine opportunity to influence decisions;
  - 402.3 the nature and extent of consultation will vary depending on the proposed change and the likely impact on employees. Consultation on the Institutes policies may occur over at least 2 weeks, whereas a major change is likely to require a more extensive consultation process;
  - 402.4 consultation with employees and relevant unions(s) on workplace matters that significantly affect or materially impact them is sound management practice; and
  - 402.5 the benefits of employee and union involvement and the right of employees to be represented by their union.
403. Genuine and effective consultation involves:
  - 403.1 providing employees and the relevant union(s) with a genuine opportunity to influence the decision prior to a decision being made;
  - 403.2 providing all relevant information to employees and the relevant union(s) in a timely manner to support consideration of the issues;
  - 403.3 considering feedback from employees and the relevant union(s) in the decision-making process; and
  - 403.4 advising employees and the relevant union(s) of the outcome of the process, including how their feedback was considered in the decision-making process.

### *When consultation is required*

404. Consultation is required in relation to:
  - 404.1 changes to work practices which materially alter how an employee carries out their work;
  - 404.2 changes to or the introduction of policies or guidelines relevant to workplace matters (unless the changes are minor or procedural);
  - 404.3 major change that is likely to have a significant effect on employees;
  - 404.4 implementation of decisions that significantly affect employees;
  - 404.5 changes to employees' regular roster or ordinary hours of work (subject to any other relevant provisions in this agreement); and
  - 404.6 other workplace matters that are likely to significantly or materially impact employees.

405. The Institute, employees and the relevant union(s) recognise that consultation prior to a decision may not be practicable where a decision is made by Government or is required due to matters beyond the reasonable control of the Institute. In these circumstances, consultation regarding the implementation of the decision will occur as early as is reasonably practicable.

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

406. This clause applies if the Institute:
- 406.1 proposes to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
  - 406.2 proposes to introduce a change to the regular roster or ordinary hours of work of employees.

*Representation*

407. Employees may appoint a representative for the purposes of the procedures in this clause. A representative for the purpose of this clause may be a union representative.
408. The Institute must recognise the representative if:
- 408.1 a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - 408.2 the employee or employees advise the employer of the identity of the representative.

*Major change*

409. In this clause, a major change is likely to have a significant effect on employees if it results in, for example:
- 409.1 the termination of the employment of employees; or
  - 409.2 major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
  - 409.3 the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - 409.4 the alteration of hours of work; or
  - 409.5 the need to retrain employees; or
  - 409.6 the need to relocate employees to another workplace; or
  - 409.7 the restructuring of jobs.
410. The following additional consultation requirements in clause 411 to 417 apply to a proposal to introduce a major change referred to in clause 404.3.
411. Consultation with employees and the relevant union(s) and/or recognised representatives will occur prior to a decision being made, subject to clause 405.
412. Where practicable, an Institute change manager, or a primary point of contact will be appointed, and their details provided to employees and the relevant union(s) and/or their recognised representatives.
413. The Institute must notify employees and relevant union(s) and/or recognised representatives of the proposal to introduce the major change as soon as practicable.

414. As soon as practicable after proposing the change, or notifying of the change in circumstances described at clause 405 the Institute must:
- 414.1 discuss with affected employees and relevant union(s) and/or other recognised representatives:
    - 414.1.1 the proposed change;
    - 414.1.2 the effect the proposed change is likely to have on the employees; and
    - 414.1.3 proposed measures to avert or mitigate the adverse effect of the proposed change on the employees; and
  - 414.2 for the purposes of the discussion – provide, in writing, to employees and the relevant union(s) and/or other recognised representatives:
    - 414.2.1 all relevant information about the proposed change, including the nature of the change proposed; and
    - 414.2.2 information about the expected effects of the proposed change on the employees; and
    - 414.2.3 any other matters likely to affect the employees.
415. The Institute must give prompt and genuine consideration to matters raised about the major change by employees and the relevant union(s) and/or other recognised representatives.
416. However, the Institute is not required to disclose confidential or commercially sensitive information to employees and the relevant union(s) and/or other recognised representatives.
417. If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Institute, the requirements set out in clauses 411 to 415 are taken not to apply.

*Change to regular roster or ordinary hours of work*

418. The following additional consultation requirements in clause 419 to 423 apply to a proposal to introduce a change referred to in clause 404.4.
419. The Institute must notify affected employees and the relevant union(s) and/or other recognised representatives of the proposed change.
420. As soon as practicable after proposing to introduce the change, the Institute must:
- 420.1 discuss with employees and the relevant union(s) and/or other recognised representatives the proposed introduction of the change; and
  - 420.2 for the purposes of the discussion – provide to the employees and relevant union(s) and/or other recognised representatives:
    - 420.2.1 all relevant information about the proposed change, including the nature of the proposed change; and
    - 420.2.2 information about what the employer reasonably believes will be the effects of the proposed change on the employees; and
    - 420.2.3 information about any other matters that the employer reasonably believes are likely to affect the employees; and
  - 420.3 invite employees and the relevant union(s) and/or other recognised representatives to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

421. However, the Institute is not required to disclose confidential or commercially sensitive information to the relevant employees and the relevant union(s) and/or other recognised representatives.
422. The Institute must give prompt and genuine consideration to matters raised about the proposed change by the employees and the relevant union(s) and/or other recognised representatives.

#### *Interaction with emergency management activities*

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

### **Institute consultative committee**

424. The CEO will establish an Institute consultative committee to discuss relevant workplace matters.
425. The Institute consultative committee will operate subject to an agreed terms of reference and structure for the term of the agreement. Representation on the committee will be in accordance with the terms of reference.

### **APS consultative committee**

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

### **Dispute resolution**

427. If a dispute relates to:
  - 427.1 a matter arising under the agreement; or
  - 427.2 the NES;this term sets out procedures to settle the dispute.
428. An employee or union who is covered by this agreement may initiate and/or be a party to a dispute under this term.
429. An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term. Representatives will be recognised and dealt with in good faith.
430. Parties to the dispute must attempt to resolve the dispute at the workplace level, by discussion between the employee or employees and relevant managers. Parties to the dispute will notify higher level managers to assist in the resolution of the dispute. Parties will give genuine consideration to proposals to resolve the dispute.
431. If a dispute about a matter arising under this agreement is unable to be resolved at the workplace level, and all appropriate steps under clause 430 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.
432. The Fair Work Commission may deal with the dispute in 2 stages:

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

*Note: If the Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act. A decision that the Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Division 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.*

- 433. While the parties are attempting to resolve the dispute using the procedures in this term:
  - 433.1 an employee must continue to perform their work as they would normally in accordance with established custom and practice at the Institute that existed immediately prior to the dispute arising unless they have a reasonable concern about an imminent risk to their health or safety; and
  - 433.2 subject to 433.1, an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
    - 433.2.1 the work is not safe; or
    - 433.2.2 applicable work health and safety legislation would not permit the work to be performed; or
    - 433.2.3 the work is not appropriate for the employee to perform; or
    - 433.2.4 there are other reasonable grounds for the employee to refuse to comply with the direction.
- 434. The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.
- 435. Any disputes arising under the *Australian Institute of Aboriginal and Torres Strait Islander Studies (AIATSIS) Enterprise Agreement 2018-2021* or the NES that were formally notified under clause 4.2 of that agreement before the commencement of this agreement, that remain unresolved at the date of commencement of this agreement, will be progressed under the dispute resolution procedures in this agreement.

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

- 436. Where the provisions of 427 to 431 have been complied with, and to assist in the resolution of the matter, the employee, and/or the union delegate or other employee representative referred to in clause 428 or employee required to provide evidence, will be granted paid time to attend dispute resolution processes and proceedings in the Fair Work Commission arising from referral of the matter in clause 431.

## **Delegates' rights**

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

438. The role of union delegates is to be respected and supported.
439. The Institute and union delegates will work together respectfully and collaboratively.

*Supporting the role of union delegates*

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

# Section 11: Separation and retention

## Resignation

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

## Payment on death of an employee

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

## Redeployment, retraining, redundancy

449. 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*

450. An employee is an excess employee if:
  - 450.1 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;
  - 450.2 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
  - 450.3 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 CEO has determined that this definition applies to that employee.

### *Consultation*

451. When the CEO is aware that an employee(s) is likely to become excess, the CEO will, at the earliest practicable time, advise the employee(s) of the situation.
452. In relation to potentially excess employee(s), discussions will be held about whether voluntary retrenchment might be appropriate.

453. Where an employee requests, the CEO will consult as soon as possible with the employee's representative.
454. The CEO will then identify the employees who are excess to the Institute's requirements and advise those employees in writing that they are excess:
- 454.1 one month after the CEO has advised the employees under clause 451 or
  - 454.2 one month after the discussions in clause 452 have been held; or
  - 454.3 where the employee or where the employee's chosen representative has declined to discuss the matter, one month after the CEO has advised the employee under clause 451.
455. Prior to the conclusion of these discussions, the CEO 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*

456. Where the CEO invites an excess employee to accept voluntary termination, the employee will have one month to accept the offer. If the offer is accepted the CEO will not give notice of termination under section 29 of the *PS Act* before the end of that period without the agreement of the employee.
457. 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 CEO 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.
458. The CEO may make an offer of voluntary retrenchment to an excess employee within 2 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.
459. Only one offer of voluntary retrenchment will be made to an excess employee in any 12-month period.

#### *Period of notice*

460. Where the employee agrees to be voluntarily retrenched, the CEO can approve their termination and, upon approval, will give the required notice of termination under section 29 of the *PS Act*.
461. The period of notice will be 4 weeks, or 5 weeks for an employee over 45 years of age with at least 5 years of continuous service.
462. 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

463. An employee who accepts voluntary termination is entitled to the following severance pay:
- 463.1 2 weeks' salary for each completed continuous year of service; and
  - 463.2 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 NES.
464. The maximum amount payable is an amount equal to 48 weeks' salary.
465. Subject to this section, service for severance pay purposes means:
- 465.1 service in the Institute;
  - 465.2 government service as defined in section 10 of the *Long Service Leave (Commonwealth Employees) Act 1976*;
  - 465.3 service with the Australian Defence Forces;
  - 465.4 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;
  - 465.5 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.
466. For earlier periods of service to count there must be no breaks between the periods of service, except where:
- 466.1 the break in service is less than 1 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
  - 466.2 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*.
467. Any period of service which ceased for any of the following reasons will not count as service for severance pay purposes:
- 467.1 Through termination on any of the following grounds:
    - 467.1.1 the employee lacks, or has lost, an essential qualification for performing his/her duties and is unable/unwilling to upgrade his/her qualifications;
    - 467.1.2 non-performance, or unsatisfactory performance, of duties;
    - 467.1.3 failure to satisfactorily complete an entry level training course;
    - 467.1.4 failure to meet a condition imposed under subsection 22(6) of the *PS Act*;or
  - 467.1.5 a breach of the Code of Conduct.

- 467.2 On a ground equivalent to a ground listed in this clause under the repealed *Public Service Act 1922*; or:
- 467.2.1 through voluntary termination at or above the minimum retiring age applicable to the employee; or
  - 467.2.2 with the payment of a redundancy benefit or similar payment or an employer-financed termination benefit.
468. Absences from work which do not count as service for long service leave purposes will not count as service for severance pay purposes.
469. For the purpose of calculating any payment under clause 463, salary will include:
- 469.1 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
  - 469.2 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.
470. Where an employee is likely to become excess the CEO 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.
471. During the retention period, the CEO:
- 471.1 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;
  - 471.2 may refer the employee to any redeployment services;
  - 471.3 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
  - 471.4 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, 4 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.
472. During the retention period the employee:
- 472.1 will take reasonable steps to find alternative employment as defined in the AIATSIS Redeployment and Redundancy - Policy and Procedures; and
  - 472.2 will actively participate in learning and development activities, trial placements or other reasonable arrangements to assist in obtaining an alternative placement.

473. 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 *PS Act* until the following retention periods have elapsed:
- 473.1 13 months where an employee has 20 years of service or is over 45 years of age; or
  - 473.2 7 months for other employees.
474. If an employee is entitled to a redundancy payment in accordance with the NES the relevant period in clause 473 is reduced by the number of weeks redundancy pay that the employee will be entitled to under the NES on termination, calculated as at the expiration of the retention period (as adjusted by this clause).
475. The retention period will commence on the earlier of the following:
- 475.1 the day the employee is advised in writing by the CEO that he/she is an excess employee; or
  - 475.2 one month after the day on which the CEO invites the employee to elect to have their employment terminated.
476. 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 CEO, the period will not be extended on these grounds beyond an additional 12 weeks.
477. Where the CEO 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 CEO may, with the agreement of the employee, terminate their employment under section 29 of the *PS Act*, and pay the employee the balance of the retention period.
478. 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.
479. Upon termination the employee will be paid a lump sum comprising:
- 479.1 the balance of the retention period (as shortened for the NES under clause 474) and this payment will be taken to include the payment in lieu of notice of termination of employment; and
  - 479.2 the employee's NES entitlement to redundancy pay.

#### *Involuntary termination*

480. The CEO may involuntarily terminate employment under section 29 of the *PS Act* at the end of the retention period.
481. 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 CEO.
482. An excess employee will be given 4 weeks' notice prior to the end of the retention period (or 5 weeks' notice for an employee over 45 years of age with at least 5 years of continuous service) where it is proposed that their employment will be involuntarily terminated. This notice period is part of the retention period.
483. 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 NES entitlement.

### *Accelerated separation arrangements*

484. The CEO 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 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 5 years continuous service). The payments made under this clause are inclusive of any statutory entitlement to payment in lieu of notice.
485. Employees accepting an accelerated separation option forgo the ability to elect to serve a retention period.
486. 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 CEO will hold discussions with the employee and their representative.
487. Where an employee has elected not to accept an offer under this option, the redundancy provisions of this agreement will then apply.

## Attachment A – Base salaries

488. This agreement provides for the following salary rates for Institute employees.

Classification	Old pay point	As at 31 August 2023	Pay point	From the later of commencement of the agreement or 14 March 2024	From 13 March 2025	From 12 March 2026
APS1	1	\$49,155	1	\$52,000	\$54,516	\$57,497
	2	\$49,155				
	3	\$50,744	2	\$53,560	\$56,151	\$59,222
	N/A	N/A - New Pay Point	3	\$55,120	\$57,787	\$60,946
APS2	1	\$53,219	1	\$56,774	\$59,520	\$62,775
	2	\$53,533				
	3	\$57,619	2	\$59,924	\$62,201	\$64,658
	N/A	N/A - New Pay Point	3	\$61,883	\$64,235	\$66,598
	N/A	N/A - New Pay Point	4		\$64,877	\$68,425
APS3	1	\$58,826	1	\$63,740	\$66,823	\$70,477
	2	\$61,413	2	\$65,652	\$68,828	\$72,591
	3	\$63,876	3	\$67,622	\$70,893	\$74,769
	N/A	N/A - New Pay Point	4	\$69,476	\$72,837	\$76,820
APS4	1	\$65,614	1	\$71,560	\$75,022	\$79,125
	2	\$66,918				
	3	\$71,621	2	\$74,486	\$77,316	\$81,499
	N/A	N/A - New Pay Point	3	\$76,721	\$79,636	\$83,944
	N/A	N/A - New Pay Point	4	\$78,001	\$81,775	\$86,246
APS5	1	\$73,089	1	\$80,341	\$84,228	\$88,834
	2	\$76,583				
	3	\$78,011	2	\$82,751	\$86,755	\$91,499
	N/A	N/A - New Pay Point	3	\$85,234	\$89,358	\$94,244
	N/A	N/A - New Pay Point	4	\$87,572	\$91,809	\$96,829
APS6	1	\$80,249	1	\$90,199	\$94,563	\$99,734
	2	\$85,442				
	3	\$91,279	2	\$94,930	\$98,537	\$103,723
	N/A	N/A - New Pay Point	3	\$98,727	\$102,479	\$107,872
	N/A	N/A - New Pay Point	4	\$101,022	\$105,910	\$111,701
EL1	1	\$100,147	1	\$110,115	\$115,443	\$121,755
	2	\$107,841	2	\$113,418	\$118,906	\$125,408
	3	\$109,855	3	\$116,821	\$122,473	\$129,170
	N/A	N/A - New Pay Point	4	\$120,025	\$125,832	\$132,713
EL2	1	\$119,011	1	\$127,226	\$133,382	\$140,675
	2	\$124,950	2	\$131,043	\$137,383	\$144,895
	3	\$132,988	3	\$138,677	\$143,947	\$148,841
	N/A	N/A - New Pay Point	4		\$145,386	\$153,336

Table 12: AIATSIS pay rates

## Attachment B – Supported wage system

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

### *Definitions*

490. In this schedule:

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

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

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

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

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

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

### *Eligibility criteria*

491. Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the classification for which the employee is engaged under this agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.

492. The schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this agreement relating to the rehabilitation of employees who are injured in the course of their employment.

### *Supported wage rates*

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

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

*Table 13: Applicable percentage of relevant minimum wage paid to applicable employees*

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

*Assessment of capacity*

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

*Lodgement of SWS wage assessment agreement*

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

*Review of assessment*

500. The assessment of the applicable percentage should be subject to annual review or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the SWS.

### *Other terms and conditions of employment*

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

### *Workplace adjustment*

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

### *Trial period*

503. In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding 4 weeks) may be needed.

504. 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.

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

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

507. Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause 496 and 497 on assessment of capacity.