



AIATSIS

Australian Institute of Aboriginal
and Torres Strait Islander Studies

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

**Agency Agreement
2007-2011**

Signatories to the Agreement



Steve Larkin
Principal

24/7/07



24/7/07

Union Representative

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OUR VISION

Worldwide knowledge and understanding of
Australian Indigenous cultures, past and present.

OUR IDENTITY

AIATSIS is the world's leading research, collecting and publishing organisation in Australian Indigenous studies. We are a network of Council and committees, Members, employees and other stakeholders working in partnership with Indigenous Australians to carry out activities that add knowledge, affirm and raise awareness of Australian Indigenous cultures and histories, in all their richness and diversity.

OUR VALUES

Respect for Australian Indigenous systems of knowledge, the richness and diversity of Australian Indigenous cultures and their centrality to all our activities

Independence, academic excellence and intellectual freedom

Ethical standards and practices

Efficiency, transparency and accountability

Effective and open communication

Integrity, trust and respect for each individual

1 SCOPE OF THE AGREEMENT

1.1 General

- 1.1.1 This Agreement is a Union Collective Agreement made under Section 328 of the *Workplace Relations Act 1996* (WRA) between the Principal of the Australian Institute of Aboriginal and Torres Strait Islander Studies (AIATSIS or the Institute), acting on behalf of the Commonwealth of Australia, and the Community and Public Sector Union (CPSU). The Agreement is binding on AIATSIS, the CPSU and the persons whose employment is at any time when the Agreement is in operation subject to the Agreement.

1.2 Term

- 1.2.1 This Agreement will come into effect from the date of lodgement with the Workplace Authority and will nominally expire four years from that date

1.3 Staff Covered by the Agreement

- 1.3.1 Staff covered by this Agreement is defined as all staff employed under *the Public Service Act 1999* except APS employees who are covered by an Australian Workplace Agreement and Senior Executive Service (SES) who will be engaged under an Australian Workplace Agreement.

1.4 No Further Claims

- 1.4.1 This agreement exhaustively states the terms and conditions of employment of the employees covered by this agreement other than terms and conditions applying under Commonwealth law.
- 1.4.2 No further claims may be pursued in respect of the terms and conditions of employment that exist for the period starting on the date this agreement starts operating and ending on the nominal expiry date, by a party to the agreement or an employee whose employment is subject to the agreement whether or not these terms and conditions relate to a matter that is expressly covered by this agreement.

1.5 Australian Workplace Agreements

- 1.5.1 The Principal may enter into Australian Workplace Agreements (AWA) with employees covered by this Agreement.

1.6 Protected Award Conditions

- 1.6.1 This Agreement is a comprehensive agreement, and excludes the protected award conditions (as defined in the *Workplace Relations Act 1996*, as amended from time to time) or that are about, incidental to, or machinery provisions to, protected award conditions, within the Australian Public Service Award 1998 (as varied from time to time).

1.7 Existing Awards and Legislation

1.7.1 It is acknowledged that the employment of employees of the Institute is subject to the provisions of:

- *Workplace Relations Act 1996*
- *Long Service Leave (Commonwealth Employees) Act 1976;*
- *Maternity Leave (Commonwealth Employees) Act 1973;*
- *Superannuation Act 1976;*
- *Superannuation Act 1990;*
- *Superannuation Productivity Benefit Act 1988;*
- *Superannuation Benefits (Supervisory Mechanisms) Act 1990;*
- *Occupational Health and Safety (Commonwealth Employment)Act 1991;*
- *Safety, Rehabilitation and Compensation Act 1988;*
- *Public Service Act 1999*, other than to the extent permitted in the *Workplace Relations Regulations* to be overridden by this Agreement, and
- *Public Employment (Consequential and Transitional) Amendment Act 1999.*

2 AGREED MEASURES – CONDITIONS OF EMPLOYMENT

2.1 Standard Working Hours

2.1.1 Staff are engaged for a standard seven hour twenty one minute day unless part-time arrangements are agreed to. The Institute's standard working hours are 8.42 am to 12.00pm and 12.57pm to 5.00pm i.e. a 7 hour 21 minute day.

2.2 Recording attendance

2.2.1 All employees are required to keep a record of their attendance using the prescribed electronic system or other means agreed with their supervisor.

2.2.2 Employees eligible for flexible working hours ("flextime") must maintain their attendance record in a form which facilitates an assessment of their compliance with flexible working arrangement as in 2.6.

2.3 Ongoing and Casual Work

2.3.1 Institute employees are employed on:

- Ongoing basis, or
- Non Ongoing basis for either a specified term or for the duration of a specified task, or
- On a Casual basis for duties that are irregular or intermittent.

2.3.2 Staff are engaged in accordance with the Australian Public Service Act 1999.

2.4 Part Time Work

- 2.4.1 For the purpose of this Agreement, the phrase “part-time” includes regular fixed hours on an ongoing or non-ongoing basis.
- 2.4.2 Part-time employee is an employee where the employee works less than the standard hours. Conditions of employment and remuneration for part time employees will be as for full time employees however on a pro-rata basis.
- 2.4.3 Where an employee works part-time the ordinary hours of work and days are stated in their part-time work agreements. Part-time work arrangements must be set out in an agreement and once agreed can not be altered without both the employer and employees approval.
- 2.4.4 Management or employees may initiate proposals for part-time work. Arrangements may be agreed between the employee and their work unit, which meet the needs of the Institute in their working arrangements. A proposal will need to demonstrate to the Principal that the affected work unit can operate effectively if the part-time work is approved.
- 2.4.5 Managers may engage employees on a part-time basis. Where an employee is recruited to work on a part-time basis, the relevant manager will specify the employee’s working pattern and hours.
- 2.4.6 Employees returning to work after the expiration of parental, adoption and or maternity leave provisions, wanting to access part-time work may apply for part-time work in cumulative periods up to a maximum of five years from the date of commencement of part-time work. Approval will, if possible be granted subject to operational requirements.
- 2.4.7 Conditions of employment and remuneration for part-time employees will be those of full-time employees, and will be paid at the appropriate pro rata rate. An employee who is working part time will receive the leave benefits set out under part 3 of this section on a pro rata basis.
- 2.4.8 When an employee works part-time, allowances of a reimbursement nature will be paid at the same rate as for full-time employees.
- 2.4.9 Proposals to vary part-time hours may be initiated by the employee or manager. Managers and employees may agree to vary hours of work, including reverting from part-time to full-time and vice versa, subject to operational requirements.

2.5 Casual Work

- 2.5.1 For the purpose of this Agreement, the phrase “casual” includes irregular or intermittent employment.
- 2.5.2 Casual work arrangements must be set out in an agreement.
- 2.5.3 Casual employees will be paid a 20 per cent loading on their salary in lieu of public holidays not worked and all leave entitlements except long service leave.

2.6 Flex time

- 2.6.1 The concept of flex time is an alternative to working fixed times. The freedom to determine, within constraints, the starting and finishing times of the workday has advantages for both employees and management.
- 2.6.2 The scheme is based on the premise that productivity and quality of service do not suffer, nor do the aims and objectives of the Institute.
- 2.6.3 Subject to this clause, employees are free to elect their hours of duty and times of attendance during bandwidth periods.
- 2.6.4 A supervisor's prior approval is required before taking flex leave. Flex leave is shown as such on attendance records and no other leave application is required.
- 2.6.5 If an employee intends to be absent for any period of core time for which prior approval has not been given, the supervisor must be notified by 10am on the day of absence. Persistent failure to notify the supervisor of proposed absences may result in withdrawal of flextime privileges, deduction from salary or other disciplinary action.
- 2.6.6 Employees not using flextime may agree absences in lieu of flex leave with their supervisor, subject to any agreed conditions. These absences must be recorded in the employee's attendance record, for workers' compensation purposes.
- 2.6.7 The following is a list of definitions and explanations of words and terms used to describe the flex time scheme:
- (i) Bandwidth**
- Bandwidth is the span of daily hours (7.00am to 7.00pm) during which normal duty may be performed. It consists of core time plus flex periods, as defined below. Overtime or leave in lieu provisions may apply if employees are required to work outside these hours.
- (ii) Core time**
- These are the periods of the day when attendance is mandatory unless on approved leave. Core times are 10am to 12 noon and 2pm to 4pm.
- (iii) Flex period**
- Flex periods are the period of time outside core time but within bandwidth i.e. 7am to 10am, 12 pm to 2pm and 4pm to 7pm.
- (iv) Settlement period**
- This is a 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 pay-day four 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 in order to compare hours worked under flex time with standard hours for the same period, and to calculate carry-over debits/credits where appropriate.
- (v) Flex debit**
- A flex debit is an amount below the nominal hours that employees are required to work. For example, if an employee has worked only 141 hours during the settlement period a flex debit of 6 hours is incurred for that period.
- (vi) Flex credit**

A flex credit is an amount above the nominal hours that employees are required to work. For example, if an employee has worked 156 hours during the settlement period a flex credit of 9 hours is accrued for that period.

(vii) Carry-over

This is the amount of flex debit or credit that can be carried over into the next settlement period.

(viii) Flex leave

During a settlement period an employee may, with their supervisor's approval, take flex leave up to three equivalent core time days. This leave may be taken consecutively and may be used for full day or part-day absences during the settlement period. There may be times when it will not be possible to allow all employees the flex leave they may want to take.

(ix) Rest breaks

A lunch break of at least half an hour must be taken between 12 noon and 2pm. No more than 6 hours (including any overtime) may be worked without at least a half-hour break.

(x) Daily hours

The maximum hours per day that can be worked for flex time purposes will be 10 hours. Any work in excess of this time must have approval as overtime or time off in lieu.

2.7 Eligibility to Flex time

- 2.7.1 All Institute employees are eligible to access flexitime except those excluded from flexitime arrangements by the terms of their appointment; employees above APS 6 level; or employees excluded as a sanction for breaches of this clause. Employees above APS 6 level are entitled to access flexible working hours, and may access other provisions in this clause as agreed with their supervisor.
- 2.7.2 Program managers may determine that employees occupying specific positions are not eligible for flexitime because of the special requirements of those positions.

2.8 Co-operative arrangements

- 2.8.1 Successful operation of this clause requires genuine co-operation between employees and supervisors.
- 2.8.2 It is important that all employees appreciate that the Institute's operational needs must be the main priority. Accordingly, there must be co-operation between employees and supervisors in planning work hours so that resources are available when needed, balanced against employees being afforded maximum flexibility in choosing their working hours.
- 2.8.3 Institute activities requiring employee's attendance, will be scheduled, whenever possible, between the hours of 8.42am and 5pm.

2.9 Flex debit and credit build up

- 2.9.1 Employees may build up flex credits, and incur flex debits, during a settlement period. The following conditions will apply to the accrual of flex credits and debits.
- 2.9.2 There is no limit to the amount of flex credit or debit built up during any part of the settlement period. However, at the end of the settlement period ("current period") the

maximum carry-over credit or debit is 25 hours or 10 hours respectively, unless a higher carryover has been approved by their supervisor.

- 2.9.3 Where a higher carryover credit has been approved it must be used during the next settlement period (i.e. the period after the current period); or converted to annual leave or approval sought for carryover to a subsequent settlement period.
- 2.9.4 There is no provision to pay out unused flex credits on departure from AIATSIS unless clause 2.13 applies.
- 2.9.5 Where employees are unable to make up debits in excess of 10 hours in the current period due to circumstances beyond their control, the excess debit may be carried across to the next settlement period if the supervisor agrees.
- 2.9.6 Where an excess debit has not been cleared at the end of the next settlement period, the excess over 10 hours must be deducted from annual leave credits unless the program manager approves otherwise. In this event the flex debit will be reduced to 10 hours.
- 2.9.7 If an excess credit or debit remains at the end of the next settlement period, the employee may seek agreement from their program manager to carry the excess to a subsequent period. In this case a written explanation must be submitted to the program manager as to why it was not possible to clear the excess. The program manager will decide on the most appropriate means of resolving the excess.

2.10 Employee's responsibilities

- 2.10.1 Employees participating in the flex time scheme are required to:
- correctly record their time of commencing and ceasing work, including for rest breaks and other absences.
 - calculate their debit or credit position at the end of each settlement period.
 - certify that the details on the record are correct and that leave applications have been submitted as necessary
 - Provide the attendance record to their supervisor shortly after the end of the settlement period, or as alternatively agreed with their supervisor.
- 2.10.2 Other employees are required to correctly record their working hours, but are not required to submit attendance records unless requested by their supervisor.

2.11 Supervisor's responsibilities

- 2.11.1 Supervisors are required to:
- ensure that attendance records are properly maintained.
 - certify the accuracy of records, where relevant, at the end of each settlement period.
 - counsel employees on any improper practices in relation to this clause, including reversion to standard hours if necessary.
 - approve flex or other leave under this clause as relevant and appropriate.
 - ensure that absences on leave are correctly recorded.

2.12 Flex conversion to annual leave

- 2.12.1 Flextime credit in excess of 15 hours may be converted to annual leave subject to:
- prior approval being given by the supervisor to accumulate in excess of 15 hour's credit. Approval will not be given unless there are genuine operational requirements requiring the employee to work additional hours.
 - conversion will only apply to a flex credit of 7 hours and 21 minutes, or any multiple of 7 hours and 21 minutes.
 - a limit of five days conversion (36 .75 hours excess credit) in any calendar year.
 - excess flex hours converted to annual leave will be regarded as annual leave for all purposes except for determining whether an employee has accumulated in excess of 40 days annual leave credits and can be directed to take that leave pursuant to clause 3.2.6 of this Agreement.

2.13 Regular absence

- 2.13.1 An employee may seek approval to take flex leave on a regular basis eg every Monday. Any approval of these absences will be subject to agreement by the employee's work unit that operational requirements can be met during the absences, and that it would not impact unreasonably on affected employees.
- 2.13.2 Approval may be subject to any agreed provisions or restrictions, and is subject to review at any time.

2.14 Travel on Duty

- 2.14.1 When travelling on duty away from Canberra, the normal rules relating to attendance will apply. Where two or more employees travel together, the rules apply individually.

2.15 Working away from Acton Peninsula

- 2.15.1 While working at premises other than Acton Peninsula, employees may negotiate working hours (including the application of flex time policies) with their supervisor.

2.16 Higher Duties

- 2.16.1 Higher Duties Allowance is payable during flex leave, providing that it would have been payable if the employee had been at work.

2.17 Disputes

- 2.17.1 Where an employee is dissatisfied with a supervisor's decision, they may request that the matter be referred to their Program Manager for review.
- 2.17.2 If the employee is dissatisfied with the outcome of the review, the employee may invoke the dispute resolution procedures set out in Part 10 of this Agreement.

3 LEAVE

3.1 General

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

3.2 Annual Leave

- 3.2.1 There will be twenty working days paid annual leave per annum for each year worked, accrued on a daily basis but credited to an employee's leave entitlement on a fortnightly basis. .
The timing of taking of annual leave is subject to the agreement of the delegate and counts as service for all purposes
- 3.2.2 Unused annual leave will accumulate and is paid out on termination of employment with AIATSIS unless unused annual leave credits are to be transferred to the employee's new employer.
- 3.2.3 Annual Leave credit balances will be reviewed yearly as at the first of April every year.
- 3.2.4 If an employee has accumulated in excess of 40 days annual leave credits, the employee will be advised of that fact and officially requested to reduce credits to 40 days or less up to a maximum of one quarter of the existing balance at the a date of the notice. The reduction should be completed within three months of the advice.
- 3.2.5 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.

3.3 Purchase of Annual Leave

- 3.3.1 Employees may purchase from one to four weeks' additional annual leave per year.
- 3.3.2 The HR Manager is to review each arrangement, note any change in the employees work conditions and adjust payments as required.
- 3.3.3 The purchased leave scheme is available to ongoing employees and enables them to purchase up to four (4) weeks additional leave per year through salary deductions averaged over the whole year to allow the employee to continue to receive pay during the additional leave period. Purchase leave will generally not be available to non-

ongoing employees except in circumstances where non-ongoing staff are employed for periods of more than 12 months from the date of purchase.

- 3.3.4 Purchased leave arrangements may be cancelled at the discretion of the Principal.
- 3.3.5 Purchased leave will not affect entitlements to other forms of leave. Purchased leave will not be taken into account for the purposes of calculating whether an employee has an entitlement to leave in excess of 40 days at any one time.
- 3.3.6 Purchased leave must be used within 12 months of averaged salary taking effect, and may not be used to acquire more than 60 days annual leave in total at any time during the year.
- 3.3.7 Participation in the Purchased Leave Scheme is subject to the approval of the Principal, on the recommendation of the relevant program manager, prior to the commencement of the 12 month period in which the Purchased Leave Scheme is to operate and approval is subject to operational requirements.
- 3.3.8 In the event that an employee terminates their employment with the Institute, is assigned duties, either on an ongoing or temporary basis, with another agency, or otherwise ceases to be on the Institute's payroll within the twelve month period referred to in this Section, and has taken all or part of the purchased leave, the employee will reimburse the Institute any undischarged liability pertaining to the purchased leave.
- 3.3.9 Managers of a Program affected by an employee availing themselves of the Purchased Leave Scheme will ensure that the operational requirements of their Program are met, using backfilling arrangements where necessary and practical.

3.4 Sale of Annual Leave

- 3.4.1 An employee may elect to sell surplus annual leave in the following circumstances:
- Leave may not be sold unless the employee has taken, or intends to take as part of the sale process; at least 10 days leave in the period of 12 months prior to the date of the election.
- 3.4.2 Sale of leave may be approved by the employee's manager. If the manager approves the sale, the manager must certify that the employee has made the election freely.
- Leave may be sold at a rate of up to half of the annual leave balance, to a maximum of 10 days.
- 3.4.3 Sale of leave may be approved by the employee's Program Director or delegate.

3.5 Long Service Leave

- 3.5.1 Employees' entitlements to long service leave are covered by the Long Service Leave (*Commonwealth employees*) Act 1976.
- 3.5.2 The minimum number of days granted will be 7 calendar days and can be taken at half pay.

3.6 Personal Leave

- 3.6.1 The parties to the Agreement recognise that an employee may need time away from work because of illness or injury or to care for an ill or injured family member or a member of their household
- 3.6.2 The definition of Family member is as per the WR Act. Relations by blood, marriage (in law or fact), fostering or traditional kinship, or a person who stands in a genuine relationship with the employee will be considered at the discretion of the Director or Principal.
- 3.6.3 Each employee will be credited with eighteen working days paid Personal Leave per annum for each year worked, credited fortnightly and available on a pro rata basis, unused personal leave accrues. Taking of Personal Leave is subject to the approval of the Principal or delegate and counts as service for all purposes.
- 3.6.4 Employees engaged by the Institute prior to January 1 1984 will continue to accrue Personal Leave (formerly Sick Leave) at the rate of 20 days per annum.
- 3.6.5 An employee will not be terminated on grounds of an inability to perform duties because of a physical or mental incapacity before the employee's Personal Leave credits have been exhausted, subject to the provisions in this Agreement. The employment will not be terminated before a minimum period of three months absence has elapsed irrespective of whether the employee's personal leave credits have been exhausted within that three month period.

3.7 Parental Leave

- 3.7.1 An employee who is entitled to 12 weeks paid Maternity Leave in accordance with the Maternity Leave (*Commonwealth Employees*) Act 1973 will receive an additional 2 weeks paid maternity leave.
- 3.7.2 The Principal may agree that entitlements to paid maternity leave may be taken at half pay.
- 3.7.3 At the expiry of paid maternity leave the employee is entitled to an additional unpaid period of leave so that the total period of leave is a maximum of 52 weeks including any period of paid leave. Any period of unpaid leave will not count as service for any purpose.
- 3.7.4 If paid maternity leave is taken as half pay, the initial 14 week period of half-pay leave counts as full time service. As the second 14 weeks is not strictly paid leave under s7B of the *Maternity Leave (Commonwealth Employees) Act 1973* it does not count as service except for long service leave purposes.)
- 3.7.5 An employee is entitled to Supporting Partner Leave or Paternity Leave of four weeks on full pay for each confinement.
- 3.7.6 The Principal may agree that the entitlement to paid supporting partner leave or paternity leave may be taken at half pay.
- 3.7.7 A Supporting Partner may apply for additional unpaid leave up to a maximum period of 52 weeks absence including any period of paid leave. Any period of unpaid leave,

and any additional period of paid leave that occurs as a result of the employee taking leave at half pay, will not count as service for any purpose.

- 3.7.8 Eligible employees who are Adoptive parents can access:
- fourteen weeks paid leave for an employee who is the primary carer; or
 - four weeks paid leave for an alternative carer.

For the purposes of adopting a child, the adoptive child must not be a child or step-child of the employee or the employee's partner unless that child had not been in the custody and care of the employee or the employee's partner for a significant period.

- 3.7.9 The Principal may agree that any period of paid adoption leave be taken at half pay.

- 3.7.10 An adoptive parent may apply for an additional period of unpaid leave so that the total period of leave does not exceed 52 weeks. Any period of unpaid leave and any period of additional paid leave that occurs as a result of taking leave at half pay will not count as service for any purpose.

3.8 Compassionate Leave

- 3.8.1 An employee is entitled to paid leave of up to five days on each occasion, where a member of an employee's family or household has a personal illness or injury that poses a serious threat to his/her life or after the death of that person.

- 3.8.2 For the purpose of this clause, "family member" is the same as defined under Personal Leave above.

3.9 Long-term Carer's Leave

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

3.10 Leave for Ceremonial Activities and Cultural Obligations

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

3.11 Defence Reservist Leave

- 3.11.1 Employees who are members of the Defence Force Reserves are entitled
- 4 weeks leave on full pay each year to undertake Defence service
 - An additional 2 weeks paid leave to attend recruit/ initial employment training.

For more information on the administration of the Defence Reservists Leave, staff should consult the Defence Reservists Leave Policy.

3.12 Other Leave

- 3.12.1 Employees will observe public holidays, or substitute holidays, which are gazetted in a particular State or Territory from time to time, and additional holidays declared for the Australian Public Service. Other Leave may be granted with the approval of the Principal .

3.13 Christmas to New Year Close

- 3.13.1 The Institute will be closed during the period between Christmas and New Year's Day. Days falling within this period, that are not Public Holidays (as defined in this Agreement) will be taken as other leave with pay.

3.14 Recall to Duty

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

3.15 Unauthorised Absence

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

3.16 Payment in lieu on termination, resignation, termination of employment or death

- 3.16.1 Where an employee ceases employment with the APS, the employee is to receive payment in lieu of unused annual leave credits.
- 3.16.2 Payment will be calculated using the employee's final rate of salary, including allowances that would have been included in the employee's pay during a period of annual leave.
- 3.16.3 Where an employee dies or is presumed to have died on a particular date, the delegate may authorise the payment of the amount to which the former employee would have been entitled had the employee ceased employment otherwise than by death. Payment may be made to the dependants or partner of the former employee or the former employee's legal representative. If a payment has not been made within 12 months of the former employee's death, it will be paid to the legal personal representative. On death of an employee, any monies owing to the Commonwealth as a result of advanced annual leave credits will be waived.

3.17 Long-term Illness Rehabilitation Program

- 3.17.1 This applies to an employee who has been absent on long-term Personal Leave with a non-compensable illness or injury (whether or not the absence relates to a single medical condition) for:
- a continuous period of at least 4 weeks; or
 - a total of at least 4 weeks within a period of 13 weeks.

- 3.17.2 An Institute appointed Rehabilitation Adviser will determine whether it is appropriate to place the employee on a rehabilitation program with a view to facilitating the employee's recovery and return to work.
- 3.17.3 The Human Resources Manager will determine whether it is appropriate to engage the services of an approved Rehabilitation Provider to assist in facilitating a return to work program for injured and ill employees.
- 3.17.4 If the Human Resources Manager, in conjunction with the Rehabilitation Provider, determines that a return to work program is appropriate, the Rehabilitation Provider must develop the return to work program in consultation with the Human Resources Manager, the employee, the work area, and, with the employee's consent the employee's treating medical practitioner.
- 3.17.5 The rehabilitation program will commence only if the employee agrees, in writing, to participate in the program and undertake all action identified as part of the program.
- 3.17.6 If the employee does not:
- cooperate in the development of a rehabilitation program; or
 - agree to participate in the program; or
 - undertake all action identified as part of the program;
- Then the employee must provide a statement, in writing, setting out the reasons for not doing so.
- 3.17.7 For more information on the administration of Long-term illness rehabilitation program, staff should consult the AIATSIS Leave Provision Policy

3.18 Other Leave

- 3.19.1 Other Leave may be granted, for a variety of purposes, with the approval of the Principal.
- 3.18.2 However Leave is subject to operational requirements and may be granted:
- for the period requested or for another period;
 - with or without pay; and
 - subject to conditions.
- 3.18.2 Other Leave with Pay
- Defence training and enlistment;
 - State/Territory Emergency Services
 - jury service;
 - household removals (normally one day per move)
 - training and personal development activities;
 - NAIDOC activities;
 - any other purpose.

3.18.4 Other Leave without Pay

- employment in the interests of the Institute or the APS
- days of cultural or religious significance for employees
- accompanying a spouse on a posting
- personal development and training
- any other purpose

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

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

3.19 Leave of one day or less

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

3.20 Recognition of Prior Service

3.20.1 Where an employee is employed after having been deemed to have resigned following marriage under the former s 49 of the *Public Service Act 1922*, or is re-appointed following termination of employment under section 29(3) (d) of the *Public Service Act 1999*, the employee will be credited with any Personal Leave credits held at the time of ceasing the earlier period of employment.

4 REMUNERATION AND ALLOWANCES

4.1 General

- 4.1.2 Attachment A sets out the classification levels and salary rates payable to employees.
- 4.1.3 Employees will be paid at one of the increments listed in Attachment A, except where clause 4.5 (Salary on Movement to Institute) applies.
- 4.1.4 The Principal may determine, or re-determine if necessary to correct administrative errors, the appropriate increment and classification for new employees and for employees moving from trainee positions.
- 4.1.5 On the basis of the measures agreed to and implemented fully in this Agreement, employees will receive a salary increase of 5% from the first available pay period after date of lodgement.
- 4.1.6 Additional salary increases will be provided on an annual basis 12 months from lodgement as follows,
- years two and three 4.5% each year
 - year four 4%.
- 4.1.7 All salary increases under this Part are rounded to the nearest dollar, as shown in Attachment A.

4.2 Salary Increments

- 4.2.1 Employees will be eligible for annual salary advancement to the next increment specified in Attachment A, 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.

4.3 Promotion

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

4.4 Superannuation

- 4.4.1 For an employee who exercises superannuation choice, the Institute will maintain the maximum basic contribution for designated employers as specified in Part 2, Division 2 of the Deed to establish the Public Sector Scheme Accumulation Plan (PSSAP) (pursuant to section 10 of the *Superannuation Act 2005* (Commonwealth)). For the purpose of this clause, an employee is an employee who, if not for the exercise of superannuation choice, would be an ordinary employer sponsored member of the Public Sector Superannuation Plan (PSSAP).

- 4.4.2 The Institute may choose to limit superannuation choice to funds which:
- are complying and registered superannuation funds;
 - allow employee and/or employer contributions to be paid fortnightly through electronic funds transfer; and
 - make satisfactory arrangements for the acceptance of payments from the Institute and for information transfer between the Institute's payroll and the fund.

4.4.3 The default fund (i.e. if none is selected) is the Public Sector Superannuation Accumulation Plan (PSSAP). Current legislation specifies that the rate of employer contributions will be 15.4%.

4.5 Payroll Deductions

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

4.6 Salary Packaging

4.6.1 Flexible remuneration provides an opportunity for employees to receive payment in a manner that suits their particular needs. For more information on the administration of Salary Packaging, staff should consult the Salary Packaging Guidelines. Salary Packaging will be offered on the basis that there will be no additional cost to the Institute resulting from the adoption of flexible remuneration.

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

4.7 Salary on Movement to Institute

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

4.8 Overtime

4.8.1 An employee in a classification above APS Level 6 is not eligible to receive benefits under this Part.

4.8.2 The usual recompense for work performed at the direction of management by employees outside of standard working hours will be the granting of leave in lieu. For more information on the administration of overtime, staff should consult the AIATSIS Attendance Policy. An employee directed to work overtime outside the bandwidth will be entitled to a meal allowance. See attachment A for rate.

4.8.3 Where granting of leave in lieu is not practicable, overtime will be payable, where operational circumstances require it, with the prior direction of the relevant manager, at the following rates:

- weekdays 7.00pm to 7.00am, time and one half for the first three hours, then double time;
- Saturday, double time;
- Sunday and public holidays, double time and half.

4.8.4 Overtime leave in lieu will be calculated at the following rates:

- weekdays 7.00pm to 7.00am time and half for the first three hours then double time and Saturday, double time (that is, twice the leave in lieu for a day worked);
- Sunday and public holidays, double time and a half (that is, two and a half days leave in lieu for each Sunday or public holiday worked).

4.8.5 Overtime leave in lieu must be approved in advance by the relevant manager

4.8.6 Overtime leave in lieu must be taken within a reasonable time and in any event within 12 weeks of the date accrued.

4.8.7 If a period of leave in lieu:

- has been accrued for at least 3 months, and
- an employee submits a request to take that leave; and
- does not withdraw the request

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

4.8.8 Overtime leave in lieu must be taken within 12 weeks and if not then the employee must be paid out at the specified rate.

4.8.9 Overtime leave in lieu must be recorded separately from flex credits due to the different arrangements for taking time off in lieu.

4.8.10 An Overtime Meal Allowance of \$25 is payable.

4.9 Emergency Duty

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

4.10 Travel Allowance

4.10.1 An employee who is required to travel and to be away from home overnight will be paid an allowance as specified by the Australian Taxation Office (ATO) as allowable rates for travel purposes. The rates will be set out in the latest Taxation ruling.

4.11 Motor Vehicle Allowance

- 4.11.1 When a motor vehicle is required, employees will normally use an Institute vehicle when carrying out Institute business. For overnight travel a hire car may be obtained.
- 4.11.2 If an Institute vehicle or hire car is not available, or if the employee wishes to use a vehicle for private purposes during the travel, the Principal may authorise an employee to use their private vehicle on Institute business. In this case a vehicle allowance will be paid, calculated at the rates allowed by the Australian Taxation Office for business travel.

4.12 Corporate Support Allowances

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

4.13 Removal Expenses and Living Allowances

- 4.13.1 The Principal may approve reasonable removal, transport and associated costs for an employee appointed to a position in the Institute, where that employee is required to relocate themselves and/or their household and/or their family in order to take up the position.
- 4.13.2 any removal assistance provided may be recovered in the following circumstances:
- Non-ongoing staff do not complete the term of their contract.
 - Ongoing staff do not complete 2 years employment.
- 4.13.3 Removal assistance will not be provided for contracts of less than one year.
- 4.13.4 The Principal may approve payment of rental assistance or similar support for employees engaged from outside Canberra

4.14 Higher Duties Allowance

- 4.14.1 When the Principal temporarily assigns an employee duties at a higher level for more than 5 days continuously they will be entitled to a higher duties allowance. The allowance will be paid for the whole period of higher duties.
- 4.14.2 The amount of the Higher Duties Allowance will be as reasonably determined by the Principal, having regard to:
- the rate of pay for the higher level; and

- the level and extent of additional duties and responsibilities actually assumed.
- Any previous relevant experience at the higher level.

4.15.3 Employees will be entitled to salary advancement to the next available increment where they have acted in a higher position for a period of 12 months or an aggregate of 12 months, subject to the conditions outlined in this Agreement.

5 PERFORMANCE FEEDBACK SCHEME AND STAFF DEVELOPMENT

5.1 General

5.1.1 The Institute will continue to operate a Performance Feedback Scheme during the life of this Agreement which will encompass employee development and training.

5.1.2 Performance assessment processes to be applied consistently across all areas of the employer.

5.1.3 Performance assessment processes will be subject to individual employee review rights.

5.1.4 Performance assessment processes will be transparent, including appropriate reporting of outcomes to employees, while protecting individual privacy.

5.1.5 Performance assessments will be linked to AIATSIS specific work level standards.

5.2 Broadbanding

5.2.1 All staff currently employed under the broadbanding arrangements will remain on those. For more information on the administration of Broadbanding, staff should consult the Broadbanding Guidelines. Broadbanding of positions and advancement will be conducted using the Performance Feedback Scheme and the Broadband Guidelines.

5.3 Classification

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

5.4 Development Positions

5.4.1 Employee development and training forms a fundamental component in maximising the efficiency of employees, enhancing job satisfaction and advancing career prospects. It is an essential part of the Performance Feedback Scheme.

5.4.2. Each employee's Performance Agreement will include a training and development program, produced following discussion between each employee and their supervisor.

5.4.3 The Institute will ensure that reasonable opportunities are provided for employees to attend suitable courses dealing with identified needs, subject to courses being available.

- 5.4.4 If an employee is initially engaged as a cadet, apprentice or trainee, on successful completion of the training program that employee will be promoted to:
- cadet - APS Level 3
 - apprentice - APS Level -2
 - trainee (administration) - APS Level-1
 - trainees (Technical) – APS Level 3
- 5.4.5 Salary will be at the lowest increment of each classification unless the Principal determines otherwise.

5.5 Study Assistance

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

6 UNDER-PERFORMANCE AND UNSATISFACTORY PERFORMANCE OF DUTIES

6.1 General

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

6.2 Unsatisfactory Performance of Duties

- 6.2.1 The Institute's Performance Feedback Scheme is a key element in the performance management process. The scheme is designed to ensure that supervisors and employees communicate freely, effectively and on a regular basis in relation to performance, skills enhancement and professional development. Consequently, failure to perform or under-performance will be identified within the Performance Feedback process.
- 6.2.2 Initially, the supervisor and employee will have agreed on steps to remedy the unsatisfactory performance. In the event that a supervisor identifies continuing unsatisfactory performance and the normal process of Performance Feedback and counselling has proved inadequate, the following formal procedures apply.
- 6.2.2.1 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.
- 6.2.2.2 An employee may be terminated with consent at any stage of the process.

6.2.2.3

Step 1.

- Where an employee has not achieved an acceptable standard of work performance consistent with their current Performance Agreement the supervisor, after consultation with the Program Manager, if the supervisor is not the Program Manager, is to give a formal written warning to the employee. The warning will detail:
 - the required standard and outline how the employee's performance does not meet the standard;
 - how the employee's performance will be assessed and specify a period of three months for the assessment; and
 - the possible consequences if the employee has not attained and sustained the required standards by the end of the assessment period.

6.2.2.4

Step 2.

- The Principal will appoint a person to formally assess, fairly and impartially, the employee's performance and develop an appropriate performance improvement plan that may include relevant training and development to assist the employee reach the required standard. The assessor must be an employee from outside the immediate work area of the employee whose performance is to be assessed. The assessor will be advised to the employee in writing by the Principal. The employee will be offered at least two opportunities to discuss his or her performance with the assessor during the assessment period.
- At the completion of the assessment period, the assessor will advise the Principal on whether the employee attained and sustained an acceptable standard of work performance during the assessment period. This advice may include recommendations for extension of the assessment period and/or employee development activities to enable the employee to reach an acceptable level of performance.

6.2.2.5

Step 3.

- If the employee's work performance attains and is sustained at the required standard, the employee will be advised no further action needs to be taken under these provisions whilst the required standard is being sustained.
- If the employee does not achieve an acceptable standard of work performance, or reverts to an unacceptable standard, the Principal will advise the employee of the action proposed to be taken to resolve the problem. This might include extension of the assessment period to a maximum of 6 months in total, reduction in classification and/or salary; reassignment of the employee to other duties or termination of employment.
- The employee has seven days from the date of the advice in which to show cause why the proposed action should not proceed.

6.2.2.6

Step 4.

- the principal having taken into account the assessor's advice and the employee's response, then decides whether to confirm or vary the advice provided under Step 3, will advise the employee in writing of his or her decision and the action to be taken.

6.3

Support

6.3.1

Employees have the right to a support person or representative of their choice to assist them in addressing matters raised under this clause.

7 SAFE, HEALTHY AND FLEXIBLE WORKPLACE

7.1 Healthy Workplace

- 7.1.1 The Institute is committed to ensuring the well-being and good morale of its employees, and recognises that employees who are in good health are likely to be more productive in the workplace.
- 7.1.2 AIATSIS does not condone the use of illegal drugs or excessive use of legal drugs. Staff under the adverse influence of drugs may be requested to leave the workplace until they are no longer under that adverse influence.
- 7.1.3 To assist in the promotion of good health, the Institute will reimburse up to \$110.00 per financial year (which does not carry over from one year to the next) during the course of the Agreement for the cost of an employee's participation in an appropriate health promotion activity.
- 7.1.4 The Institute may offer influenza or other inoculations, health checks or other health benefits from time to time and as deemed desirable by the Principal.
- 7.1.5 The Institute will provide access to eyesight testing and reimbursement for expenses. For more information on the administration of eyesight testing, staff should consult the Eyesight Testing Policy.
- 7.1.6 The Institute may offer to provide counselling or other support to assist employees with personal issues affecting their ability to work.

7.2 Outside Work

- 7.2.1 An employee who wishes to engage in work outside AIATSIS, eg a second job, must make application in writing to their Program Director.
- 7.2.2 A Program Director may approve such an arrangement, providing the other work is undertaken outside of AIATSIS hours.
- 7.2.3 A Program Director may withdraw approval for outside work, if such an arrangement proves detrimental to the employee's health or performance at AIATSIS.

7.3 Workplace Injuries

- 7.3.1 The normal method of dealing with injuries in the workplace is through Comcare. All employees should submit a claim for compensation, through their supervisor to the HR Manager, if they incur costs for medical treatment or time off work as a result of a workplace injury.
- 7.3.2 Establishment of return to work plans in accordance with the SRC Act and Comcare guidelines.

7.4 Working Environment

7.4.1 Healthy working conditions, including satisfactory ambient conditions, are a desirable and necessary feature of the working environment and that, in the event that the environment in the Institute's building is agreed to be unacceptable, employees affected may request to be deemed to be on approved leave with pay pending:

- being located to another part of the Institute building that is an acceptable environment;
- being released from the work place to undertake their duties elsewhere.

7.5 Home-Based Work

7.5.1 The Principal may agree to an employee working from home, and any conditions to apply to that agreement.

7.6 Occupational Health and Safety Committee

7.6.1 The Institute will continue to support an Occupational Health and Safety Committee, For more information on the administration of the Occupational Health and Safety Committee, staff should consult the Occupational Health and Safety Committee Guidelines. The aim is to create and maintain a safe and healthy working environment and ensure the fulfilment of the parties' to the agreement responsibilities under the Occupational Health and Safety (*Commonwealth Employment*) Act 1991.

8 A CO-OPERATIVE WORKPLACE

8.1 General

8.1.1 The Institute is committed to communicating and consulting with employees and employees representative bodies on workplace issues and recognises the legitimate role of employee's representative bodies and other elected employee representatives in advocating the views of Institute employees.

8.1.2 We agree to:

- discuss workplace issues in a spirit of co-operation and trust;
- ensure that employees receive information on workplace issues that affect them and have the genuine opportunity to contribute to, and have their views considered on, those issues prior to a final decision being made;
- further the objectives of co-operative workplace relations; and
- recognise the principles of Freedom of Association

8.1.3 Employees who perform a role as an employee representative will be provided with appropriate facilities to perform their functions and the employer agrees that these representatives will be dealt with in good faith and not suffer any detriment as a result of performing the role.

8.2 Consultative Committee

8.2.1 The parties to the Agreement agree to the continued operation of a Consultative Committee.

8.2.2 The Consultative Committee shall comprise a Deputy Principal or delegate, one Program Manager (the Management Representatives) and up to four representatives elected by Institute employees. Selected representatives shall include one

representative selected by members of employee representative bodies and at least one selected by the Indigenous Caucus. Term of office for each elected member will be two years.

- 8.2.3 For more information on the administration of the Consultative Committee, staff should consult the *AIATSIS Consultative Committee Terms of Reference and Operating Guidelines*. The document remains in force for the life of this Agreement and will only be changed or varied by consultation and agreement of the parties.
- 8.2.4 The Consultative Committee shall have responsibility for:
- discussing issues related to the implementation and maintenance of the integrity of this Agreement. This would include the Office of the Employment Advocate removing or giving advice that any clause may be prohibited or unenforceable;
 - negotiating any amendment to this Agreement;
 - consult on AIATSIS policies and procedures if required and make changes to those if and when necessary; and
 - such other matters as are agreed to at the request of the Principal
- 8.2.5 Other consultative mechanisms, including regular program meetings, will remain in place. In particular we agree that issues of concern will be raised promptly with Program Managers, who in turn will draw the attention of the Principal to these if appropriate. Managers will ensure that regular feedback, information sessions and formal communication sessions are maintained through regular program meetings.
- 8.2.6 The parties agree that Consultation means providing employees with relevant information and a genuine opportunity to influence the decision maker.

9 INDIGENOUS EMPLOYMENT OPPORTUNITIES AND CULTURAL DIVERSITY

9.1 Indigenous Caucus

- 9.1.1 Indigenous employees may choose to hold meetings for Indigenous employees (the 'Indigenous Caucus') at such times as are reasonably necessary to deal with any business, and we recognise that this provides opportunity for valuable debate, feedback and communication.
- 9.1.2 To this end it is agreed that the Indigenous Caucus meetings of the Indigenous employees will be minuted and that these minutes, once endorsed, will be made available to the Principal. The Caucus may decide to circulate the minutes, or an edited version thereof, to other employees.

9.2 Indigenous Recruitment, Retention and Career Development

- 9.2.1 The organisation is committed through consultation to the development and implementation of an Indigenous Recruitment, Retention and Career Development Strategy. This strategy will be developed in consultation with the Indigenous Caucus. Any further amendments will be agreed to in consultation with the Indigenous Caucus and the Consultative Committee.
- 9.2.2 An Indigenous employee engaged as a cadet is entitled to receive benefits as set out in the National Indigenous Cadetship Program (NICP) or similar programs which may replace NICP.

9.2.3 The Institute's Study Assistance guidelines provide for additional study leave for Indigenous employees.

9.3 Cultural Diversity and Non-Discrimination

9.3.1 We are committed to preventing and eliminating discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

9.3.2 We agree to work positively to promote the richness and variety of cultural diversity in the Institute's employees and welcome the contribution that all employees, from whatever background, can make to the Institute and encourage and welcome their particular contribution.

10 DISPUTE RESOLUTION

10.1 General

10.1.1 All persons bound by this agreement have a responsibility to work co-operatively to speedily resolve conflicts and disputes in an open, frank and honest way. We commit ourselves to:

- promptly address disagreements over matters covered by this Agreement as they arise according to the procedures set out below;
- discuss these disagreements in an open and honest way; and
- seek to resolve these disagreements, whenever possible without recourse to a third party.

10.1.2 Throughout the procedures outlined below, an employee, where they so choose, may be accompanied by a support person of their choice. Where the employee is to be so accompanied, the employee shall inform their Program Manager and identify the person who will accompany them.

10.1.3 While the parties to the dispute attempt to resolve the matter, the status-quo will continue unless the employee(s) has/have a reasonable concern about an actual or likely risk to their health and safety, in which case they will undertake alternative work elsewhere, where available.

10.2 Resolving Disagreements

10.2.1 Where disagreements over any matters arise, the following procedure will apply.

10.2.2 The employee will discuss the disagreement with their Program Manager. In cases where the disagreement directly involves the Program Manager, the employee will discuss the disagreement with the Principal or Deputy Principal.

10.2.3 If the matter is not thereby resolved, the Manager, Principal or Deputy Principal will discuss the matter with the party involved and/or a representative of the employee(s) involved where they choose.

- 10.2.4 If the matter remains unresolved after this consultation process the parties to the dispute may, by mutual agreement, agree to appoint an independent mediator.
- 10.2.5 In the event that it is agreed by both parties to the dispute that an independent mediator be appointed, the Principal (or other manager where the Principal is closely involved in the matter under dispute) shall then appoint an independent mediator, mutually acceptable to both parties to the dispute. The mediator will satisfy themselves that the parties to the dispute have genuinely followed the steps outlined above, and seek reconciliation of the dispute.
- 10.2.6 The dispute procedure involving an independent mediator will be completed as quickly as practicable in the circumstances. This would normally include commencement within two weeks of agreement to appoint a mediator, and resolution within a further two weeks. The resolution period can be extended by mutual agreement.
- 10.2.7 Where the right to seek a review of actions under Part 5 of the Public Service Regulations is exercised, and does not fail for want of jurisdiction, the employee will have no right of review with respect to that matter under the dispute Resolution procedures outlined in this Agreement.

10.3 Referral to AIRC

- 10.3.1 If the parties to the dispute are unable to agree on the appointment of an independent mediator or if the issue continues to remain unresolved, then any employee that is a party to the dispute or where the relevant employee chooses, their representative or AIATSIS can refer the matter to the Australian Industrial Relations Commission (AIRC) pursuant to Section 709 of the Workplace Relations Act 1996(WRA)..
- 10.3.2 For the purposes of s.711 of the WRA the parties to the dispute agree that the AIRC may give all such directions and do all such things as are necessary for the just resolution or determination of the dispute, subject to s.711(2). This may include but is not limited to:
- Taking verbal or written evidence on oath or affirmation, in chief and by cross examination;
 - Conducting a hearing;
 - Holding a ballot of affected employees where in the opinion of the AIRC such ballot may assist in the resolution of the dispute;
 - Meeting with any party separately during a conciliation but with the knowledge of the other party
 - Summoning and or requesting to appear before the AIRC any party to the dispute, witnesses or persons whose presence the AIRC believes would help in the resolution or determination of the dispute;
 - Receiving documents and other material related to the dispute and compelling the production of documents and other material that relate to the dispute in hard or electronic form;
 - Determining the dispute in the absence of any party or person who has been notified of the dispute or who has been summonsed to appear;
 - Convening a compulsory conference;
 - Giving directions in the course of or for the purpose of procedural matters relating to the dispute.

- Declaring when conciliation is ended and arbitration is to begin.

10.3.3 In conducting the further dispute resolution process, the AIRC cannot:

- Make an award in relation to the matter, or matters, in dispute;
- Make an order in relation to the matter, or matters, in dispute; or
- Appoint a board of reference.

10.3.4 In exercising any of the functions or powers set out above, the AIRC must:

- Apply the rules of natural justice, and ensure that the parties to the dispute have a reasonable opportunity to be heard;
- Have regard to the AIRC's established principles for dealing with disputes about the actions of an employer and precedent decisions, including any precedent decisions in relation to the interpretation or implementation of this Agreement;
- Act according to equity, good conscience and consider the merits of the case without regard to technicalities and legal form; and
- Provide the outcome of any arbitration in writing and accompanied by written reasons unless agreed between the parties to the dispute that written reasons are not required.

10.3.5 Subject to any appeal, any decision or direction the AIRC makes in relation to a dispute will be accepted by all affected persons, and the parties to the dispute agree to comply with any direction or decision, be it final or procedural.

10.3.6 Hearings must be transcribed.

11 TERMINATION OF EMPLOYMENT

11.1 Resignation – Ongoing employees

11.1.1 Ongoing employees are required to give the Institute at least 2 weeks notice of their intention to terminate their employment with the Institute. Relevant managers and staff may negotiate a longer period of notice on a case by case basis, to reflect their respective interests.

11.2 Termination Arrangements - Non Ongoing Employees

11.2.1 Non-ongoing employees who are to be terminated prior to the conclusion of their engagement are entitled to notice of termination, or payment in lieu of notice, in accordance with Section 661 of the *Workplace Relations Act 1996*.

11.2.2 Non-ongoing employees are required to give the Institute 2 week's notice of their intention to terminate their employment with the Institute prior to expiry of the termination of their engagement. The Principal may direct that salary be withheld for the difference between 2 weeks notice and the actual notice provided, unless the employee provides an acceptable reason for the shorter period.

11.3 Review of Decisions to Terminate Employment

11.3.1 The sole and exhaustive rights and remedies of an employee in relation to termination of employment are those that the employee enjoys under:

- this Agreement;
- in accordance with the provisions of the WR Act,
- other Commonwealth laws (including the Constitution); and
- at common law.

11.3.2 Termination of, or a decision to terminate, employment cannot be reviewed under the dispute avoidance and settlement procedures addressed in Part 8 of this Agreement.

11.3.3 Nothing in this Agreement prevents the Principal from terminating the employment of an employee for serious misconduct, without further notice or payment in lieu, in accordance with Section 661 (1) (c) of the *Workplace Relations Act 1996*, subject to compliance with the procedures established by the Principal for determining whether an employee has breached the Code of Conduct under section 15 of the APS Act.

12 REDEPLOYMENT AND REDUNDANCY

12.1 General

12.1.1 Any ongoing employee who becomes an excess employee, as defined in clause 12.3, due to operational requirements will have access to the provisions contained in this section.

12.2 Definition

12.2.1 For the purposes of this Part, "the Act" means the *Public Service Act 1999*.

12.3 Excess Employees

12.3.1 An employee is an 'excess employee' for the purposes of this Agreement if:

- 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;
- the services of the employee cannot be effectively used, because of changes in the work methods of the Institute structural or other changes in the nature, extent or organisation of the functions of the Institute; or
- where the duties usually performed by the employee are to be performed in a different locality, the employee is not willing to perform duties in the locality and the Principal has determined that this definition applies to that employee.

12.4 Consultation

12.4.1 When the Principal is aware that an employee(s) is likely to become excess, the Principal will at the earliest practicable time advise the employee(s) of the situation.

- 12.4.2 In relation to potentially excess employee(s) discussions will be held about whether voluntary retrenchment might be appropriate.
- 12.4.3 Where an employee requests, the Principal will consult as soon as possible with the employee's representative.
- 12.4.4 The Principal will then identify the employees who are excess to the Institute's requirements and advise those employees in writing that they are excess:
- one month after the Principal has advised the employees under clause 12.4.1; or
 - one month after the discussions in clause 12.4.2 have been held; or
 - where the employee or where they so choose the employee's representative has declined to discuss the matter, one month after the Principal has advised the employee under clause 12.4.1.
- 12.4.5 Prior to the conclusion of these discussions, the Principal may invite employees who are not 'excess employees' to express interest in voluntary retrenchment. This only applies to those employees where for operational reasons the effected parties would benefit by permitting the non-excess employee to swap positions with the "excess employee".

12.5 Application

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

12.6 Voluntary Retrenchment

- 12.6.1 Where the Principal invites an excess employee to accept voluntary termination, the employee will have one month to accept the offer. Where the offer is accepted the Principal will not give notice of termination under s29 of the Act before the end of that period without the agreement of the employee.
- 12.6.2 Within that period the employee must be given information on the amount of their severance benefit, pay in lieu of notice and paid-up leave credits, and the amount of their accumulated superannuation contributions, options open to them concerning superannuation and the taxation rules applying to the various payments. The Principal may provide up to \$1200 for financial advice to assist this process, at the request of the employee, subject to the employee providing evidence of relevant expenditure.
- 12.6.3 The Principal may make an offer of voluntary retrenchment to an excess employee within two months of being declared excess, and if not already made, will make an offer at the end of that period, to an employee who has not been redeployed.

12.6.4 Only one offer of voluntary retrenchment will be made to an excess employee in any 12 month period.

12.7 Period of Notice

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

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

12.7.3 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.

12.8 Severance Benefit

12.8.1 An employee who accepts voluntary retrenchment and is terminated under s29 of the Act, with less than five years service since their probationary period ended, is entitled to a severance benefit according the following schedule:

Employee's period of continuous service with the employer	Severance benefit: employee to be paid a sum equal to:
Not more than one year	At least 2 week's salary
More than one year but not more than three years	At least 4 weeks salary
More than three years but not more than four years	At least 6 week's salary
More than four years but not more than five years	At least 8 week's salary

12.8.2 An employee who accepts voluntary retrenchment and is terminated under s29 of the Act, who has more than five years service since their probationary period ended, is entitled to be paid a sum equal to two week's salary for each completed year of service plus a pro rata payment for completed months of service since the last completed year of service.

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

- the break in service is less than one month and occurs where an offer of employment with the new employer was made and accepted by the employee before ceasing employment with the preceding employer; or
- 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*.

12.8.4 The maximum severance benefit payable to an employee with more than 5 years continuous service will be 48 weeks salary.

12.8.5 The severance benefit will be calculated on a pro rata basis for any periods where an employee has worked part-time hours during their period of service and the employee has less than 24 years full-time service.

12.8.6 Subject to this Section, service for severance pay purposes means:

- service in the Institute;
- government service as defined in section 11 of the Long Service Leave (*Commonwealth Employees) Act 1976*;
- service with the Australian Defence Forces;
- Service in the APS immediately preceding deemed resignation under the repealed section 49 of the *Public Services Act 1922*, if the service has not previously been recognised for severance pay purposes.
- APS service immediately preceding deemed resignation, if service has not previously been recognised for severance pay purposes; and
- 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.

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

(i) Through termination on any of the following grounds:

- the employee lacks, or has lost, an essential qualification for performing his/her duties and is unable/unwilling to upgrade his/her qualifications;
- non-performance, or unsatisfactory performance, of duties;
- failure to satisfactorily complete an entry level training course;
- failure to meet a condition imposed under subsection 22(6) of the Act; or
- a breach of the Code of Conduct.

(ii) On a ground equivalent to a ground listed in this clause under the repealed *Public Service Act 1922*; or

(iii) Through voluntary termination at or above the minimum retiring age applicable to the employee; or

(iv) With the payment of a redundancy benefit or similar payment or an employer-financed termination benefit.

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

12.9 Rate of Payment - Severance Benefit

12.9.1 For the purpose of calculating any payment under Section 11.7, salary will include:

- 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

- other allowances in the nature of salary which are paid during periods of recreation leave and on a regular basis, excluding allowances which are reimbursements for expenses incurred, or a payment for disabilities associated with the performance of duty.

12.10 Retention and Redeployment

- 12.10.1 Where an employee is likely to become excess the Principal or delegate will take all reasonable steps consistent with the interests of efficient administration of AIATSIS, including merit based selection, to move/assign an excess staff member to suitable duties at the same level within AIATSIS.
- 12.10.2 During the retention period, the Principal:
- will consider excess employees who are applicants in isolation from, and not in competition with, other applicants for employment opportunities at the employee's substantive classification level or below, for which he/she has the appropriate qualification or experience
 - may refer the employee to any redeployment services
 - provide reasonable paid leave, and pay reasonable travel and incidental expenses incurred, in seeking alternative employment and attending interviews where these costs are not met by the prospective employer
 - after taking the above steps, may, if the employee has not been found alternative employment, reduce the excess employee's classification level as a means of securing alternative ongoing employment for the excess employee. Where this occurs before the end of an employee's retention period, four weeks' notice must be given, and the employee will continue to be paid at his/her level for the balance of the retention period.
- 12.10.3 During the retention period the employee:
- will take reasonable steps to find alternative employment
 - will actively participate in learning and development activities, trial placements or other reasonable arrangements to assist in obtaining an alternative placement.
 -
- 12.10.4 Unless the employee agrees, an excess employee who does not accept an offer of voluntary retrenchment will not be involuntarily terminated under s29 of the Act until the following retention periods have elapsed:
- 13 months where an employee has 20 years of service or is over 45 years of age; or
 - 7 months for other employees.
- 12.10.5 The retention period will commence on the earlier of the following:
- the day the employee is advised in writing by the Principal that he/she is an excess employee; or
 - one month after the day on which the Principal invites the employee to elect to be terminated.
- 12.10.6 The retention period will be extended by any periods of certified Personal Leave taken during the retention period.

12.10.7 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.

12.10.8 Where:

- the Principal is satisfied that there is no reasonable prospect of redeployment in the APS; and/or
- the Principal is satisfied that there is insufficient productive work available for the employee within the Institute during the remainder of their retention period the Principal may, with the agreement of the employee, terminate the employee under s29 of the Act and pay the balance of the retention period as a lump sum and this payment will be taken to include the payment in lieu of notice of termination.

12.11 Involuntary Termination

12.11.1 The Principal may involuntarily terminate an excess employee under s29 of the Act at the end of the retention period.

12.11.2 An excess employee will not be terminated involuntarily if the employee has not been invited to accept an offer of voluntary retrenchment or has elected to be terminated but the Principal refuses to approve it.

12.11.3 An excess employee will be given four weeks notice prior to the end of the retention period (or five weeks notice for an employee over 45 years of age with at least five years of continuous service) where it is proposed that they will be involuntarily terminated. This notice period is part of the retention period.

12.11.4 The specified periods of notice will, as far as practicable, be concurrent with the retention periods.

12.12 Accelerated Separation Arrangements

12.12.1 The Principal may provide employees likely to be subject to the Redundancy provisions of this Agreement with an accelerated separation option. In addition to the severance benefit, this option provides employees who have been identified as eligible to be made an offer of voluntary redundancy and who are terminated within 14 days of receiving it, an amount of 10 weeks salary (or 11 weeks salary for an employee 45 years of age with a least 5 years continuous service). The payments made under this clause are inclusive of any statutory entitlement to payment in lieu of notice.

12.12.2 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 Agency Head (delegate) will hold discussions with the employee and their representative.

12.12.3 Where an employee has elected not to accept an offer under this option, the Redundancy provisions of this Agreement will then apply.

13 ATTACHMENT A - SALARY RATES AND ALLOWANCES

	24 th July 2007 or date of lodgment – 5%	24 th July 2008 – 4.5%	24 th July 2009 4.50%	24 th July 2010 4%
Classification				
Executive Level 2	94022	98253	102675	106782
	87481	91417	95531	99352
	82914	86645	90544	94166
Executive Level 1	77667	81162	84815	88207
	71920	75156	78538	81680
APS Level 6	64534	67438	70473	73292
	62126	64922	67844	70557
	59155	61817	64599	67183
	57578	60169	62876	65391
	56179	58707	61349	63803
APS Level 5	55154	57636	60230	62639
	53645	56059	58581	60924
	52015	54356	56802	59074
APS Level 4	50635	52914	55295	57507
	49369	51591	53912	56069
	48118	50284	52546	54648
	46635	48733	50926	52963
APS Level 3	45161	47193	49316	51289
	44019	46000	48070	49993
	42930	44862	46881	48756
	41843	43725	45693	47521
APS Level 2	40737	42570	44486	46265
	39744	41532	43401	45137
	38739	40482	42304	43996
	37746	39445	41220	42869
	36735	38388	40116	41721
APS Level 1	35875	37490	39177	40744
	34458	36008	37629	39134
	33551	35060	36638	38104
	32459	33919	35446	36863
Cadet adult	17464	18249	19071	19834
Cadet at 20 years	16714	17466	18252	18982
Cadet at 19 years	14876	15546	16245	16895
Cadet at 18 years	12858	13437	14042	14603
Cadet under 18 years	12600	13167	13760	14310
Apprentice & trainee 4th year	32327	33782	35302	36714
Apprentice & trainee 3rd year	27551	28791	30086	31290
Apprentice & trainee 2nd year	20204	21113	22063	22946
Apprentice & trainee 1st year	17633	18426	19255	20026

14 SUMMARY OF ALLOWANCES

Corporate Support Allowance

First Aid Officers

Level 2 \$25.00 per fortnight

Level 3 \$25.00 per fortnight

Harassment Contact Officer, OH&S Officer or Fire Warden \$25.00 per fortnight

Overtime Meal Allowance

Meal allowance \$25.00

Health Promotion Allowance

To assist in the promotion of good health the Institute will reimburse up to \$110.00 per financial year (which does not carry over from one year to the next) during the course of the Agreement for the cost of an employee's participation in an appropriate health promotion activity.