

# **National Health and Medical Research Council Enterprise Agreement**

**2016 – 2019**

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# PART A – Operation of the Agreement

## Agreement title

1. This agreement shall be known as the '*National Health and Medical Research Council Enterprise Agreement 2016 – 2019*'.

## Application and coverage

2. This agreement covers:

- the Chief Executive Officer (CEO) of the National Health and Medical Research Council (NHMRC) on behalf of the Commonwealth of Australia; and
- employees of the National Health and Medical Research Council, other than Senior Executive Service employees (as defined in the *Public Service Act 1999*).

## Commencement and duration

3. This agreement commences from the seventh (7) day after approval is given by the Fair Work Commission. This agreement shall nominally expire three (3) years after the date of commencement.

## Relationship to legislation

4. Without incorporating the terms of any legislation into this agreement, it is acknowledged that the employment of employees covered by this agreement is subject to various Acts (and regulations, directions, rules or instrument made under those Acts).
5. This enterprise agreement states the terms and conditions of employment that are not otherwise provided under relevant Commonwealth legislation or implied within common law.

## Policies, guidelines and procedures

6. Any policies, guidelines and procedures referred to in this Agreement are not incorporated into, and do not form part of, this Agreement. A term in this Agreement prevails to the extent of any inconsistency with a policy, guideline or procedure.

## Delegation

7. The CEO may, in writing, delegate to a person any of the CEOs powers or functions under this Agreement.

# PART B – Remuneration Arrangements

## Salary

8. The salary rates for all classifications are detailed at Attachment A of this Agreement.
9. Employees will receive the following salary increases:
  - 3% on commencement of the agreement (as detailed in Attachment A);
  - 2% will apply with effect the first full pay period, 12 months after the Agreement's commencement date; and
  - 1% will apply with effect the first full pay period, 24 months after the Agreement's commencement date.

## Payment of salary

10. Employees will be paid their fortnightly salary in arrears by electronic funds transfer to their nominated financial institution account. Fortnightly salary is calculated using the following formula:
  - annual rate of pay multiplied by 12 and divided by 313.

## Salary on engagement, promotion or movement

11. Subject to clauses 12 and 13, a person who is engaged to work at the NHMRC or an existing APS employee who is promoted or moved to the NHMRC will be paid at the minimum pay point of the salary range applicable to the classification unless the CEO approves payment of a higher salary.
12. Unless the CEO determines a higher salary, an existing APS employee who moves to the NHMRC at the same classification level and whose substantive salary prior to the move was less than the top pay point of the NHMRC salary range will be paid at the equivalent or next higher pay point.
13. Unless the CEO determines a higher salary, an existing APS employee who moves to the NHMRC at the same classification level and whose substantive salary exceeds the top pay point of the NHMRC salary range will be maintained at their previous salary level until such time as the salary differential is absorbed by NHMRC pay increases at the relevant classification level.
14. Clauses 11 to 13 do not apply to an NHMRC employee returning from a temporary placement in another APS agency.
15. Unless the CEO determines a higher salary, an employee who is promoted within the NHMRC will be paid at the minimum pay point of the salary range or, if applicable, the higher pay point attained through salary advancement in previous periods of higher duties at that, or a higher, classification level.
16. Where, at the time of engagement or promotion, an employee's salary is set at an incorrect pay point the CEO may determine that the employee is paid salary at another pay point with effect from the date of their engagement or promotion.

## Salary on reduction

17. Where an employee requests or agrees in writing to perform work at a lower classification level, including through redeployment, they will be paid salary at the highest pay point of the lower classification for the period of the reassignment.
18. Where an employee is reassigned to a lower classification as a consequence of a breach of the code of conduct or underperformance, salary will be paid at the minimum pay point of the salary range applicable to the classification unless the CEO approves payment of a higher salary.

## Temporary assignment of duties (Higher Duties Allowance)

19. An employee who is assigned to temporarily perform duties at a higher classification level will be paid at the salary rate for the higher classification level in respect of any temporary assignment that exceeds five (5) consecutive working days. The employee will be paid at the minimum pay point of the salary range or, if applicable, the higher pay point attained through salary advancement in previous periods of higher duties at that, or a higher, classification level.
20. An employee temporarily performing duties at a higher classification level who is granted paid leave or who observes a public holiday will continue to receive payment at the higher classification level during his or her absence until the date on which the employee would have ceased working at that level had the employee not been absent. Further information is contained in NHMRC's policies and guidelines.
21. The CEO will determine the remuneration level of an employee who is temporarily assigned duties at the Senior Executive Service (SES) level.

## Salary advancement

22. For an employee who is below the maximum pay point of their classification level, salary advancement will occur from the beginning of the first full pay period commencing on or after 1 August each year subject to:
  - completion of the requirements of the Performance Partnerships Program (PPP); and
  - performance of duties at the substantive and/or higher duties level within the NHMRC for an aggregate period of six (6) months or more within the PPP cycle ended 30 June of that year; and
  - performance being assessed as Effective or better at the end of the PPP cycle.

23. Employees under 21 years of age employed at the APS1 classification level, whose rate of salary is prescribed in Attachment A, will be automatically advanced to the next salary pay point on their birthday. Further information is contained in NHMRC's policies and guidelines.

## Part time employees

24. Remuneration and other benefits for part time employees will be calculated on a pro rata basis according to hours worked, with the exception of expense related benefits, which will be paid at the same amount as full time employees.

## Casual employees

25. Casual employees are entitled to a salary loading of 20% in lieu of paid leave entitlements (other than long service leave), notice of termination of employment, redundancy benefits and Public Holidays on which the employee is not rostered to work.

## Supported wage system

26. Supported wage rates as set out in Attachment A will apply to an employee suffering the effects of a disability who is eligible for consideration under the Supported Wage System.

## Superannuation

27. The NHMRC will make compulsory employer contributions as required by applicable legislation and fund requirements.
28. Where employer contributions are to an accumulation superannuation fund, the employer contribution will be 15.4% of the fortnightly superannuation contribution salary, or such higher amount as set out in the PSSap Trust Deed. This will not be reduced by any other contributions made through salary sacrifice arrangements. This clause does not apply where a superannuation fund cannot accept employer superannuation contributions.
29. For employees who take paid and/or unpaid parental leave (which includes maternity, adoption, foster care and non-primary care giver leave), employer contributions will be made for a period equal to a maximum of 52 weeks as if the entire period of leave was paid leave, in accordance with the rules of the appropriate superannuation scheme.
30. Employer superannuation contributions will not be paid during other periods of unpaid leave that do not count as service, unless otherwise required by law.
31. The CEO may choose to limit superannuation choice to complying superannuation funds that allow employee and/or employer contributions to be paid through fortnightly electronic funds transfer.

## Salary packaging

32. Salary packaging will be available to employees on a salary sacrifice basis. Employees may elect to sacrifice up to 100% of their salary for other benefits.
33. Any fees charged for the administration of the packaging arrangements and any fringe benefits tax incurred by the employee as a result of the salary packaging arrangement will be met by the individual employee on a salary sacrifice basis.
34. Participation in salary packaging will not affect an employee's salary for superannuation, or any other purpose.

## Individual Flexibility Arrangement (IFA)

35. The CEO and an employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
  - the arrangement deals with one or more of the following matters;
    - arrangements about when work is performed;
    - overtime rates;
    - penalty rates;

- allowances;
  - remuneration; and/or
  - leave; and
- the arrangement meets the genuine needs of the NHMRC and employee in relation to one or more of the matters mentioned in this clause; and
  - the arrangement is genuinely agreed to by the CEO and employee.
36. The CEO must ensure that the terms of the individual flexibility arrangement:
- are about permitted matters under section 172 of the *Fair Work Act 2009*; and
  - are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
  - result in the employee being better off overall than the employee would be if no arrangement was made.
37. The CEO must ensure that the individual flexibility arrangement:
- is in writing; and
  - includes the name of the employer and employee; and
  - is signed by the CEO and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
  - includes details of:
    - the terms of the enterprise agreement that will be varied by the arrangement; and
    - how the arrangement will vary the effect of the terms; and
    - how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
    - states the day on which the arrangement commences.
38. The CEO must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
39. The CEO or employee may terminate the flexibility arrangement:
- by giving no more than 28 days written notice to the other party to the arrangement; or
  - if the CEO and employee agree in writing – at any time.

## Flexible Working Arrangements

40. An employee may request flexible working arrangements in accordance with s65 of the *Fair Work Act 2009*.
41. The CEO may approve an employee's request to work away from the workplace, subject to operational requirements. Further information is available in NHMRC's policies and guidelines.

## Part C – Benefits, Allowances and Reimbursements

### Travel and motor vehicle allowance

42. Employees required to be absent from their usual place of work on official business overnight will be paid a travel allowance for each absence. Further information is available in NHMRC's policies and guidelines.
43. An employee who is required to be absent from his or her usual place of work on official business for a period of not less than 10 hours, but is not absent overnight, will be paid an allowance of \$48.00 for each absence.
44. Employees authorised to use a private motor vehicle owned or hired by that employee for official travel will be paid a motor vehicle allowance. Further information can be found in NHMRC's policies and guidelines.

## Relocation assistance

45. When an existing employee is directed to relocate for employment purposes, the NHMRC will meet all reasonable costs as determined by the CEO associated with relocation of the employee and their dependants. Further information can be found in NHMRC's policies and guidelines.

## Workplace Responsibility Allowance

46. Where the CEO appoints an employee as a First Aid Officer they will be paid Workplace Responsibility Allowance at the rate of \$17.50 per week.
47. Where the CEO appoints an employee as a Fire Warden, Workplace Harassment Contact Officer or a Health and Safety Representative, they will be paid Workplace Responsibility Allowance at the rate of \$10 per week.
48. Workplace Responsibility Allowance is not included in the payment of leave on termination, except for the purpose of long service leave, or for superannuation purposes, except as required by legislation.

## Restriction allowance

49. Where an APS6 or below employee is required to be contactable and available to work for a specified period outside the bandwidth of hours, the employee will be paid a Restriction Allowance of \$300 per calendar week.
50. Where an employee is restricted for a period that includes a public holiday, an additional payment of \$50 will be payable for each public holiday occurring within the period of restriction.
51. Where an eligible employee is restricted for a period of less than one (1) calendar week they will receive a proportional payment based on the number of hours that they are restricted outside the bandwidth based on 12 hours per day Monday to Friday, and 24 hours per day on a weekend.

## Overtime meal allowance

52. Where an APS6 or below employee is directed to work overtime for a period of at least three (3) hours, the employee will receive a meal allowance of \$25.80.
53. Where an employee works a further five (5) hours overtime on a Saturday, Sunday or public holiday they will receive an additional overtime meal allowance of \$25.80.

## Family care expenses

54. Employees required by the NHMRC to be away from home outside normal working hours will be reimbursed some or all of the costs of additional family care arrangements on production of an invoice.
55. An employee with school children who has approved leave cancelled, or is required to return from leave early because of NHMRC operational requirements, during school holidays will be reimbursed the amount paid by the employee for each school child attending approved or registered care. Further information can be found in NHMRC's policies and guidelines.

## Employee health

56. Employees who are required to operate screen based equipment as an integral part of their duties will be reimbursed every two (2) years:
  - reasonable costs for eyesight testing; and
  - up to \$120 for single vision spectacles and \$190 for bi-focal or multi-focal spectacles.
57. The CEO will make arrangements for the provision of annual influenza vaccinations for all employees.
58. The CEO will provide employees and their families with access to confidential professional counselling to assist with work or personal issues through provision of an external Employee Assistance Programme.

# Part D – Working Hours

## General

59. All employees are required to maintain a record of attendance.
60. Employees must take a meal break of at least 30 minutes after five (5) consecutive hours of work. The maximum number of agreed ordinary working hours to be worked in a single day is 10 hours, unless also working overtime.
61. Where an employee is required to undertake official travel, the time spent travelling, excluding the usual time taken for the employee to travel to and from their regular place of work, will be recorded as ordinary work hours.
62. Employees donating blood during working hours are not required to complete a leave application or to take flex leave, but are regarded as being on duty for the period of their absence.

## Full time employees

63. The ordinary hours of duty for full time employees are 150 hours over a four (4) week settlement period.

## Part time employees

64. A part time employee is an employee whose ordinary hours are less than 150 hours in a four (4) week settlement period.
65. A full time employee will not be required to convert to part time hours (or vice-versa) without the employee's agreement.
66. If a full time employee initiates part time work, the employee will have the right to revert to full time employment at the expiry of the agreed period. A new agreement to continue part time work arrangements or a reversion to full time hours before the expiry of the agreed period, will be considered having regards to operational requirements.
67. The part time hours and days of work will be determined by the manager in consultation with the employee. An employee, with the agreement of their manager, may vary the agreed hours of work.
68. Remuneration and other employment benefits that are not expense related will be calculated on a pro rata basis for part time employees.

## Flextime

69. Flextime is available to all employees below Executive Level 1.
70. An employee's pattern of hours should be agreed between the employee and their manager. Agreed hours may be varied from time to time by either the manager or employee to accommodate operational or personal requirements. In the event that agreement cannot be reached, a manager may direct an employee to work a standard day.
71. A flextime credit occurs where an employee accumulates hours in excess of ordinary hours. An employee may only carry over more than 37.5 hours flextime credit into the next settlement period, where the manager expressly agreed to the additional hours being worked to achieve operations.
72. Where excess carry-over of flextime is approved by the manager under clause 71, and at the request of the employee, flextime credits exceeding 45 hours will be automatically cashed out at ordinary time rates at the end of the settlement period.
73. A flextime debit occurs when the employee works less time than their ordinary hours. Where an employee exceeds the maximum 10 hours flextime debit at the end of two (2) consecutive settlement periods, the amount of flextime debit that exceeds 10 hours must be acquitted using either Miscellaneous Leave without pay or accessing Annual Leave.
74. Any flex credits outstanding at cessation of employment with the NHMRC will be paid out to the employee at ordinary time rates. Any flex debits outstanding at cessation will be recovered as part of the termination payment.

75. The manager may direct that flextime does not apply to an employee or a team:
- where there is insufficient work;
  - no mutual agreement between the parties can be reached on the flextime arrangement;
  - due to operational requirements;
  - where an employee does not adhere to the flextime requirements; or
  - where the employee's manager reasonably considers the employee's attendance is unsatisfactory.

## Executive level employees – flexible working hours

76. It is recognised that Executive Level employees (and their equivalents) will be required to work reasonable additional hours from time to time, and do not have access to the flex-time scheme. Instead, Executive Level employees may be entitled to time off work for additional hours worked which may be used with their manager's approval, subject to operational requirements. Flexible working arrangements may also be used to vary usual work patterns through an agreed work pattern or for part-day absences in lieu of other leave types.

## Overtime

77. Overtime is work performed by an APS6 or below employee at the direction of their manager that is:
- on a weekend or public holiday; or
  - on any one normal working day that is outside the bandwidth, 7am to 7pm, or in excess of 9 hours 30 minutes within the bandwidth.
78. Where a period of overtime is not continuous with ordinary time work, the minimum payment, or time off in lieu will be four (4) hours. When determining, whether a period is continuous with ordinary time work, the taking of a meal break is not regarded as breaking continuity.
79. Time off in lieu (TOIL) is the standard form of recompense for all overtime. Managers will authorise payment for overtime where it is unlikely that an employee will be able to take TOIL within two (2) months of the overtime having been performed, or where the employee requests payment to meet costs incurred as a result of having performed the overtime.
80. The CEO may approve TOIL for Executive Level 1 and above in exceptional circumstances. Further information can be found in NHMRC's policies and guidelines.
81. TOIL or payment is calculated as follows:
- Monday to Saturday – one and a half times the hourly rate;
  - Sunday – double the hourly rate;
  - Public holiday - at the hourly rate for work performed within standard hours (where an employee has already received ordinary time for the Public Holiday) and double the hourly rate for work performed outside standard hours; and
  - Annual Closedown – one and a half times the hourly rate.

## Recall to work

82. APS6 or below employee that has been recalled to work at any time will be paid overtime in accordance with the rates set out in clause 80:
- for a minimum of one (1) hour where the employee performs duties but is not required to travel to the workplace; or
  - for a minimum of three (3) hours, including travel time, where the employee is required to perform duties at the workplace.

This provision should only be used in emergencies or as a last resort.

## Public holidays

83. Employees are entitled to the following public holidays:

- New Year's Day (1 January);
- Australia Day (26 January);
- Good Friday;
- Easter Monday;
- Anzac Day (25 April);
- the Queen's birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory);
- Christmas Day (25 December);
- Boxing Day (26 December);
- any other day, or part-day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of a State or Territory, as a public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the Fair Work Regulations from counting as a public holiday.

84. If under a law of a State or Territory, a day or part day is substituted for one of the public holidays in clause 82, then the substituted day or part day is the public holiday.

85. 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.

86. An employee, who is absent on a day or part-day that is a public holiday in the place where the employee is based for work purposes, is entitled to be paid for the day or part 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.

87. Where a public holiday falls during a period when an employee is absent on leave (other than annual or paid personal leave), there is no entitlement to receive payment as a public holiday. Payment for that day would be in accordance with the entitlement for that form of leave (e.g. if on long service leave half pay, payment is at half pay).

## Annual Closedown

88. The NHMRC will close its normal operation from the close of business on the last working day before Christmas, with business resuming on the first working day after New Year's Day ('Annual Closedown').

89. Employees are entitled to be absent with pay for the working days during Annual Closedown.

90. Payment for absences on working days during Annual Closedown will be made in accordance with an employee's usual ordinary hours of work for that day or days per week. However, where an employee would otherwise be absent on leave on that day, the rate of payment will be in accordance with the payment for that leave entitlement, e.g. if the employee is absent on long service leave at half pay, payment for the day will also be at half pay.

## Part E – Leave

### Portability of leave

91. Where an employee moves into the NHMRC (including on promotion or for an agreed period) from another agency where they were an ongoing APS employee, the employee's unused accrued annual leave and personal leave (however described) will be transferred, provided there is no break in continuity of service.

92. Where an employee is engaged in the NHMRC immediately following a period of ongoing employment in the Parliamentary Service or the ACT Government Service, the employee's unused accrued annual leave and personal leave (however described) will be recognised unless the employee received payment in lieu of those entitlements on termination of employment.

93. For the purposes of clauses 90 and 91:
- 'APS employee' has the same meaning as the *Public Service Act 1999*.
  - 'Parliamentary service' refers to engagement under the *Parliamentary Services Act 1999*.
94. Where a person is engaged as an ongoing employee in the NHMRC, and immediately prior to the engagement the person was employed as a non-ongoing APS employee (whether in the NHMRC or another agency) the CEO may, at the employee's request, recognise any unused, accrued annual leave (excluding accrued leave paid out on termination of employment) and personal leave (however described).

## Annual leave

95. Employees will accrue 20 working days paid annual leave for each completed year of service. Annual leave will accrue daily and be credited progressively.
96. Annual leave credits may be taken at any time, subject to operational requirements and the approval of the employee's manager. Any unused annual leave accumulates. Annual leave will count as service for all purposes.
97. An employee may seek approval from their manager to take annual leave at half pay. Where an employee takes annual leave at half pay credits will be reduced by an amount equivalent to half of the duration of the leave.
98. Employees recalled to work whilst on annual leave will have that period of work, including reasonable travel time as determined by the CEO required to undertake the work, re-credited to their annual leave balance. Any reasonable expenses as determined by the CEO that the employee has incurred as a result of being recalled to duty will be reimbursed where those expenses are not otherwise recoverable from other sources such as refunds or travel insurance.
99. Employees who have accrued an annual leave credit of 40 days or more on 1 January of any year may be directed by the CEO to take an amount of leave to reduce the credit by not more than one quarter of the total leave credit. This leave must be taken within 12 weeks of the direction or otherwise agreed.

## Cashing Out of Annual Leave

100. Subject to clause 100, the CEO may approve a written application to cash out up to 10 days of accrued annual leave provided they retain a minimum balance of 20 days. The employee will be paid the full amount that would have been paid to the employee had the employee taken the leave that is cashed out.
101. The CEO will not approve requests to cash out leave unless the employee takes a period of annual leave equal to or greater than the period of leave the employee is applying to cash out at the same time as making the request.

## Purchased leave

102. With the approval of the CEO, employees may elect to purchase an additional six (6) weeks leave once per 12 month period.
103. Purchased leave will count as service for all purposes. The employee's salary for superannuation purposes is their salary as if they had not purchased leave. Further information can be found in NHMRC's policies and guidelines.

## Personal leave

104. On engagement ongoing employees will be credited with 18 days paid personal leave.
105. Ongoing and non-ongoing employees will accrue 18 days paid personal/carer's leave per year of service. This leave accrues progressively leave per year.
106. Employees must advise their manager, by phone call unless unable to do so or as otherwise agreed, as soon as practicable of their absence or intention to be absent.
107. Personal leave will be granted to an employee in the following circumstances:
- where the employee is ill or injured;

- to provide care or support for members of his or her family or household who are ill or injured or where there is an unexpected emergency affecting the family or household member; or
- subject to clause 106, to attend preventative health consultations for self and/or those in the employee's care.

108. Personal leave must not be taken to attend preventative health consultations where it results in less than 10 days of an employee's credits per year being available for use for personal injury or illness and caring purposes as provided under the *Fair Work Act 2009*.

109. An employee who meets the requirements for personal/carers leave, compassionate/bereavement leave, community service leave or war service sick leave while on annual leave or long service leave and who produce satisfactory evidence may apply for that leave. Annual leave and long service leave will be re-credited to the extent of the period of alternative leave granted.

110. An employee is required to provide evidence to be entitled to paid personal leave where:

- the employee is absent from work for a period exceeding four consecutive work days, and/or;
- the employee has taken ten days or more paid personal leave without evidence in a calendar year, for any absence taken during the remainder of that year.

111. For the purposes of clause 108, evidence means:

- a medical certificate;
- a statutory declaration, if it was not reasonably practicable for the employee to obtain a medical certificate; and/or
- with the prior agreement or direction the CEO another form of evidence, including no evidence.

112. If the employee provides a statutory declaration as evidence the statutory declaration must set out why the employee is or was unable to attend work, and why it was not reasonably practicable for them to obtain a medical certificate.

113. The CEO may also, in writing, require an employee to provide evidence for personal leave in other circumstances.

114. If the employee does not provide the required evidence within two (2) weeks, the absence will be treated as unauthorised leave.

115. An employee who does not have an entitlement to paid personal leave will be entitled to two (2) days unpaid leave on each occasion when a member of the employee's immediate family or household requires care or support because of a personal illness or injury of the member or an unexpected emergency affecting the member.

116. Unpaid personal leave is only available after an employee has exhausted all paid personal leave, subject to meeting evidence requirements.

## Compassionate leave

117. An employee is entitled to two (2) days of paid compassionate leave for each occasion when a member of the employee's immediate family or household:

- dies;
- contracts or develops a personal illness that poses a serious threat to his or her life; or
- sustains a personal injury that poses a serious threat to his or her life.

Where more than two (2) days is sought per occasion, the total period of leave granted will be determined by the manager on a case by case basis.

118. A casual employee may access two (2) days of unpaid leave on each occasion that compassionate leave is required.

## Long service leave

119.An employee will be eligible for long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.

120.The minimum period for which long service leave will be granted is seven (7) calendar days at full pay or at least fourteen (14) calendar days at half pay, per occasion. Long service leave cannot be broken with other periods of leave, a weekend or a public holiday except as otherwise provided by legislation.

## Community service leave

121.An employee is entitled to leave for the purposes of engaging in community service activities, including jury service and emergency management activities, as defined in Division 8 of the *Fair Work Act 2009*.

122.Paid leave will be granted for the purposes of Jury service and the CEO will determine whether any or all of this leave granted for purposes other than jury service will be granted with or without pay.

123.Participation in emergency management activities includes training, emergency service responses, reasonable recovery time and ceremonial duties.

## Cultural leave

124.The CEO may grant miscellaneous leave to employees for ceremonial, religious and other cultural purposes associated with their culture or ethnicity as follows:

- up to two (2) days leave with pay each calendar year to attend or participate in activities or events; and
- up to three (3) months unpaid leave each calendar year to fulfil cultural obligations. This leave will not count as service for any purpose.

## Defence Reserve leave

125.An employee may be granted leave (with or without pay) to enable the employee to fulfil Australian Defence Force (ADF) Reserve and continuous full time service (CFTS) or Cadet Force obligations.

126.An employee is entitled to leave with pay, of up to four (4) weeks during each financial year, and an additional two (2) weeks' paid leave in the first year of ADF Reserve service, for the purpose of fulfilling service in the ADF Reserve.

127.With the exception of the additional two (2) weeks in the first year of service, leave can be accumulated and taken over a period of two (2) years.

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

## War service sick leave

129.Employees with a medical condition that has been accepted by the Department of Veterans' Affairs to be war caused or Defence caused, within the meaning of the relevant legislation, is entitled to a grant of war service sick leave.

130.An eligible employee will receive a special credit of nine (9) weeks on commencement in the APS and an annual credit of three (3) weeks for each year of APS service. Unused credits will accumulate to a maximum of nine (9) weeks. An employee will be granted war service sick leave while unfit for duty subject to the provision of a medical certificate stating that the absence is due to that war caused or Defence caused condition.

## Miscellaneous leave

131.The CEO may grant miscellaneous leave to an employee, either with or without pay, in circumstances not provided elsewhere in this Agreement having regard to operational requirements.

132.Unpaid miscellaneous leave of 30 calendar days or more in a calendar year will not count as service for any purpose unless required by relevant legislation.

## Maternity and parental leave

133. Employees who are pregnant, or have given birth, are covered by the provisions of the *Maternity Leave (Commonwealth Employees) Act 1973* (the ML Act).
  134. Employees with an entitlement to paid leave under the ML Act are provided with an additional two weeks of paid leave, to be taken continuous with a period of paid leave provided by the ML Act.
  135. Employees who adopt or permanently foster a child are entitled to up to 52 weeks of unpaid parental leave commencing from the time of placement of the child. For employees who are the primary caregiver for that child, up to 14 weeks of that leave will be paid leave, provided the employee satisfies the same qualifying requirements as those required to receive paid leave in accordance with the ML Act.
  136. Employees are entitled to parental leave for adoption or permanent foster care when that child:
    - is under 16 years of age;
    - has not, or will not have, lived continuously with the employee for a period of six months or more as at the day (or expected day) of placement; and
    - is not (otherwise than because of the adoption) a child of the employee or the employee's spouse/partner.
  137. 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 permanent foster carer purposes.
  138. Employees who are eligible for paid maternity or parental leave may elect to have the payment for that leave spread over a maximum of 28 weeks at a rate no less than half normal salary. Where payment is spread over a longer period, a maximum of 14 weeks of the leave period will count as service.
  139. On ending the initial 52 weeks of maternity or parental leave, employees may request an extension of unpaid parental leave for a further period of up to 52 weeks. The second period of unpaid leave is to commence immediately following the initial 52 week leave period.
  140. Unpaid maternity or parental leave will not count as service for any purpose except for any unpaid leave taken during the first 12 weeks.
  141. This leave is inclusive of public holidays and will not be extended because a public holiday (or Annual Closedown) falls during a period of paid or unpaid maternity or parental leave. On ending maternity or parental leave, employees have the return to work guarantee and the right to request flexible working arrangements provided by (or the equivalent to those provided by) the *Fair Work Act 2009*.
  142. An employee returning to duty from maternity or parental leave will be given access to part time employment if requested by the employee for the period up until the child reaches school age.
- Supporting partner/other primary caregiver leave**
143. On the birth, adoption or permanent foster care placement of a child or their partner's child an employee who is not otherwise entitled to paid maternity or parental leave under the ML Act or this agreement is entitled to two weeks of paid leave or, for employees with more than 12 months continuous APS service, six weeks of paid leave.
  144. This leave is to be taken within 52 weeks of the birth/placement of the child and is inclusive of public holidays, i.e. leave will not be extended because a public holiday or Annual Closedown falls during a period of leave provided by this clause.
  145. Documentary evidence as outlined in clause 135, or a birth certificate following the birth of a child must be submitted when applying for supporting partner/other primary caregiver leave.
  146. This paid leave will count as service for all purposes.

## Absence without approval

147. Where an employee is absent from work without approval, e.g. without the express approval of their supervisor, or not in accordance with the terms of this Agreement, the absence will be treated as an 'unauthorised absence' and will not count as service for any purpose under this Agreement, including remuneration and leave accrual. Any amounts paid to an employee in respect of an unauthorised absence are overpayments and the NHMRC will seek to recover those amounts.

## Part F – Performance and Development

### Performance Partnerships Program

148. Employees must participate in the NHMRC's Performance Partnerships Program (PPP). The PPP cycle runs from July to June each year. The PPP helps employees and their managers set performance goals, identify skills development opportunities to support employees to meet these goals and assess performance against these goals. Performance assessment and feedback is an ongoing process between the supervisor and the employee with regular feedback and operates on a 'no surprises' principle.

149. An employee will be given a minimum period of four (4) weeks, prior to the end of cycle assessment, to improve their performance where it is below performance standards.

150. The *Performance Partnerships Program Guideline* sets out performance management processes, including the responsibilities, rights and obligations of managers and employees in managing performance.

### Learning and development

151. NHMRC is committed to the principle of lifelong learning and supports employees taking responsibility for their ongoing development in consultation with their manager during the PPP cycle.

### Study assistance

152. An employee undertaking formal study may apply for studies assistance which may include paid leave, unpaid leave and/or reimbursement of up to 50% of costs. Further information is available in the NHRMC's policies and guidelines.

### Managing underperformance

153. Where an employee's performance consistently falls below an acceptable level it may be necessary to implement the procedures for managing poor performance. A structured performance assessment plan will be developed.

154. The NHMRC's *Managing Underperformance Guidelines* set out the framework for managing cases of underperformance. Further information is available in the NHRMC's policies and guidelines.

## Part G – Workforce Management

### Resignation

155. An employee should give the CEO at least two (2) weeks' notice in writing of their intention to resign or retire. Where an employee submits a resignation which takes effect on a public holiday or during the Annual Closedown, the resignation will be deemed effective from close of business on the working day immediately prior to the public holiday or Annual Closedown.

### Management of excess employees

156. The following provisions do not apply to an ongoing employee whose period of probation has not been finalised or a non-ongoing employee.

157. An ongoing employee is excess if:

- they are in a class of employee comprising a greater number of employees than is necessary for the efficient and economical working of the NHMRC;
- the services or duties of an employee cannot be effectively used because of technological, or other changes in the work methods of the NHMRC, or structural or similar changes in the nature, extent or organisation of functions of the NHMRC; or
- where the duties usually performed by the employee are to be performed at a different locality and the employee is not willing to perform the duties at that locality and the CEO has determined that the provisions of this clause apply to employees.

#### **Discussion period**

158. When the CEO is aware that an employee is likely to become excess, the CEO will advise the employee in writing at the earliest practicable time.

159. Discussions with the potentially excess employee will be held to consider:

- appropriate measures that could be taken to resolve the situation including redeployment opportunities for the employee at or below their classification level; and
- whether voluntary retrenchment might be appropriate.

160. Unless a lesser period has been agreed between the CEO and the potentially excess employee, the CEO will not invite the employee to accept an offer of voluntary retrenchment, or advise the employee in writing that they are excess, within one month of the employee being advised of the excess staff situation.

#### **Voluntary retrenchment**

161. Where the CEO invites an excess employee to do so, the employee will have one (1) month to elect voluntary retrenchment. The one (1) month election period can be reduced by agreement between the employee and CEO.

162. Within the one (1) month election period, the employee must be given information on:

- amount payable as redundancy pay, payment in lieu of notice and accrued annual and long service leave credits;
- amount of accumulated superannuation contributions;
- superannuation options;
- taxation rules applicable to the various payments; and
- the availability of financial assistance, on a reimbursement basis, towards obtaining independent financial advice and career counselling up to the value of \$1,000 (inclusive of GST).

163. Where the employee agrees to be voluntarily retrenched, the CEO can terminate the employee's employment under section 29 of the *Public Service Act 1999* on the grounds that the employee is excess to requirements of the NHMRC. The period of notice will be four (4) weeks (or five (5) weeks for employees over 45 years of age with at least five (5) years of continuous service).

164. Where an employee's employment is terminated at the beginning of, or within, the notice period he or she will receive payment in lieu of notice for the unexpired portion of the period of notice.

165. An employee who agrees to be voluntarily retrenched, and is terminated by the CEO under section 29 of the *Public Service Act 1999* is entitled to be paid a redundancy benefit of a sum equal to two (2) weeks' salary for each completed year of continuous service, plus a pro rata payment for completed months of service since the last completed year of service, subject to any minimum amount the employee is entitled to under the National Employment Standards. The minimum sum payable under this clause is four (4) weeks' salary and the maximum is 48 weeks' salary.

166. A break in service of less than one (1) month that occurs where an offer of employment with the new employer was made and accepted by the employee before ceasing employment with the preceding employer will not be deemed to have broken continuity of service for the purposes of determining the redundancy benefit under clause 161.

167. Service for redundancy pay purposes means:

- service in the NHMRC;
- Government service as defined in section 10 of the *Long Service Leave (Commonwealth Employees) Act 1976*;
- service with the Australian Defence Forces;
- APS service immediately preceding deemed resignation under the repealed section 49 of the *Public Service Act 1922*, if the service has not previously been recognised for redundancy pay purposes;
- service in another organisation where an employee was transferred from that organisation with a transfer of function; or an employee engaged by that organisation on work within a function is appointed as a result of the transfer of that function to the APS and such service is recognised for long service leave purposes.

168. Periods of service that will not count as service for redundancy pay purposes are periods of service that ceased by way of:

- termination under section 29 of the *Public Service Act 1999*; or
- prior to the commencement of the *Public Service Act 1999*, by way of redundancy, forfeiture of office, retirement on the grounds of invalidity, inefficiency or loss of qualifications, dismissal or termination of probationary appointment for reasons of unsatisfactory service; or
- voluntary retirement at or above the minimum retiring age applicable to the employee; or
- payment of a redundancy benefit or similar payment or an employer-financed retirement benefit.

169. Absences from work which do not count as service for any purpose will not count as service for redundancy pay purposes.

170. The redundancy benefit will be calculated on a pro-rata basis for any periods where the employee has worked part-time hours during their period of continuous service.

171. For the purposes of calculating redundancy pay, salary will include:

- the employee's substantive salary; or
- the salary of a higher level position, where the employee has performed duties 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 retirement; and
- other allowances in the nature of salary which are paid during periods of annual leave and on a regular basis, excluding allowances which are a reimbursement for expenses incurred, or a payment for disabilities associated with the performance of duty.

#### **Retention period**

172. Should an employee not accept the formal offer of voluntary retrenchment, a retention period will apply from the day the employee is advised in writing by the CEO that he or she is an excess employee.

173. The retention period is:

- 13 months where an employee has 20 or more years of service or is over 45 years of age; or
- seven (7) months for other employees.

174. If an employee is entitled to a redundancy payment under the National Employment Standards, the retention period at clause 169 will be reduced by the number of weeks redundancy pay that the employee will be entitled to under the National Employment Standards on termination, calculated as at the expiration of the retention period (as adjusted by this clause).

175. During a retention period the CEO will take all reasonable steps to find alternative employment for the excess employee, including consideration of options such as training and reduction of classification.

176. Where an excess employee is reduced in classification before the end of the appropriate retention period, he or she will continue to be paid at their previous level for the balance of the retention period.

177.The excess employee may be granted assistance to meet reasonable travel costs and incidental expenses incurred in seeking alternative employment where these expenses are not met by the prospective employer.

178.The original retention period determined at clauses 168 to 170 will be extended by periods of leave for personal illness or injury, where supported by acceptable medical evidence.

#### **Involuntary retrenchment**

179.Where the CEO is satisfied that there is insufficient productive work available for the employee within the NHMRC during the remainder of the retention period and that there are no reasonable redeployment prospects in the APS the CEO may terminate the employee's employment under section 29 of the *Public Service Act 1999*.

180.Upon termination, the employee will be paid a lump sum comprising:

- the balance of the retention period (as shortened for the National Employment Standards under clause 170). This payment will be taken to include payment in lieu of notice of termination of employment; plus
- the employee's National Employment Standards entitlement to redundancy pay.

181.An excess employee will not be terminated involuntarily if they have not been invited to elect for voluntary retrenchment, or if their election for voluntary retrenchment has been refused.

182.Where an excess employee's employment is to be terminated the employee will be given four (4) weeks' notice (or five (5) weeks' notice for an employee over 45 years of age with at least five (5) years of continuous service). This period of notice will be served, as far as practicable, concurrently with the retention period.

## **Part H – Working Together**

### **Consultation**

183.This term applies if the NHMRC:

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

#### **Major change**

184.For a major change referred to in clause 183

- the NHMRC must notify the relevant employees of the decision to introduce the major change; and
- clauses 185 to 191 apply.

185.The relevant employees may appoint a representative for the purposes of the procedures in this term.

186.If:

- a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- the employee or employees advise the NHMRC of the identity of the representative;
- the NHMRC must recognise the representative.

187.As soon as practicable after making its decision, the NHMRC must:

- discuss with the relevant employees:
  - the introduction of the change; and
  - the effect the change is likely to have on the employees; and
  - measures the NHMRC is taking to avert or mitigate the adverse effect of the change on the employees; and
- for the purposes of the discussion – provide, in writing, to the relevant employees:
  - all relevant information about the change including the nature of the change proposed; and

- information about the expected effects of the change on the employees; and
- any other matters likely to affect the employees.

188. However, the NHMRC is not required to disclose confidential or commercially sensitive information to the relevant employees.

189. The NHMRC must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

190. 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 employer, the requirements set out in the first dot point of clause 184 and clauses 185 and 187 are taken not to apply.

191. In this term, a major change is likely to have a significant effect on employees if it results in:

- the termination of the employment of employees; or
- major change to the composition, operation or size of the NHMRC's workforce or to the skills required of employees; or
- the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- the alteration of hours of work; or
- the need to retrain employees; or
- the need to relocate employees to another workplace; or
- the restructuring of jobs.

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

192. For a change referred to in the second dot point of clause 183:

- the employer must notify the relevant employees of the proposed change; and
- clauses 193 to 197 apply.

193. The relevant employees may appoint a representative for the purposes of the procedures in this term.

194. If:

- a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - the employee or employees advise the NHMRC of the identity of the representative;
- the NHMRC must recognise the representative.

195. As soon as practicable after proposing to introduce the change, the NHMRC must:

- discuss with the relevant employees the introduction of the change; and
- for the purpose of the discussion – provide to the relevant employees:
  - all relevant information about the change, including the nature of the change; and
  - information about what the NHMRC reasonably believes will be the effects of the change on the employees; and
  - information about any other matters that the NHMRC reasonably believes are likely to affect the employees; and
- 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).

196. However, the NHMRC is not required to disclose confidential or commercially sensitive information to the relevant employees.

197. The NHMRC must give prompt and genuine consideration to matters raised about the change by the relevant employees.

198.In this term: "relevant employees" means the employees who may be affected by a change referred to in clause 183.

## Consultation committee

199.The NHMRC will establish and maintain a Staff Consultative Forum for the life of the Agreement.

200.The NHMRC will make proposed changes to any policy, procedure or guideline that is in place to support the operation of this Agreement available to the Staff Consultative Forum for comment and feedback for a minimum period of two (2) weeks. The NHMRC will take into account any comments or feedback received in relation to the proposed changes prior to the employment policy, procedure or guideline being finalised.

## Dispute resolution

201.If a dispute relates to a matter arising under this Agreement, or the National Employment Standards, this term sets out the procedures to settle the dispute.

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

203.In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.

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

205.The Fair Work Commission may deal with the dispute in two (2) stages:

- 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
- if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
  - arbitrate the dispute; and
  - make a determination that is binding on the parties.

Note: If the Fair Work Commission arbitrates the dispute, it may also use 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 Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

206.While the parties are trying to resolve the dispute using the procedures in this term:

- an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
- 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:
  - the work is not safe; or
  - applicable occupational health and safety legislation would not permit the work to be performed; or
  - the work is not appropriate for the employee to perform; or
  - there are other reasonable grounds for the employee to refuse to comply with the direction.

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

## Part I – Formal Acceptance of Agreement & Signatories

### Employer

Signed for, and on behalf of, the Commonwealth by the National Health and Medical Research Council, Chief Executive Officer (CEO)

Signed: .....

Full Name: Professor Anne Kelso AO

Agency: National Health and Medical Research Council

Address: 16 Marcus Clarke, Canberra, ACT 2606

### Employee Bargaining Representative:

Signed: .....

Full Name: Peter de Boer

Address: 16 Marcus Clarke, Canberra, ACT 2606

Signed: .....

Full Name: Lindsay Pennock

Address: 16 Marcus Clarke, Canberra, ACT 2606

### Employee Bargaining Representative from Community & Public Sector Union (CPSU)

Signed: .....

Full Name: Beth Vincent-Pietsch

Deputy Secretary

Community and Public Sector Union

Address: 40 Brisbane Avenue Barton ACT 2600

# Attachment A – Classifications and Salary Rates

## General classifications and salary

Table 1. APS and Executive Level

Classification	Pay Point	Current	First pay day after commencement	First pay day after 12 months	First pay day after 24 months
EL2	4	132,364	136,335	139,062	140,452
	3	126,010	129,790	132,386	133,710
	2	121,938	125,596	128,108	129,389
	1	111,798	115,152	117,455	118,630
EL1	4	106,910	110,117	112,320	113,443
	3	102,643	105,722	107,837	108,915
	2	97,783	100,716	102,731	103,758
	1	93,975	96,794	98,730	99,717
APS6	4	86,024	88,605	90,377	91,281
	3	84,141	86,665	88,399	89,283
	2	79,950	82,349	83,995	84,835
	1	76,253	78,541	80,111	80,913
APS5	3	72,956	75,145	76,648	77,414
	2	71,002	73,132	74,595	75,341
	1	69,123	71,197	72,621	73,347
APS4	3	67,148	69,162	70,546	71,251
	2	65,299	67,258	68,603	69,289
	1	63,552	65,459	66,768	67,435
APS3	4	62,174	64,039	65,320	65,973
	3	59,353	61,134	62,356	62,980
	2	57,681	59,411	60,600	61,206

	1	56,093	57,776	58,931	59,521
APS2	4	52,968	54,557	55,648	56,205
	3	51,496	53,041	54,102	54,643
	2	49,993	51,493	52,523	53,048
	1	48,539	49,995	50,995	51,505
APS1	4	46,641	48,040	49,001	49,491
	3	44,471	45,805	46,721	47,188
	2	43,000	44,290	45,176	45,628
	1	41,530	42,776	43,631	44,068
Graduate APS		52,968	54,557	55,648	56,205

**Table 2. Medical Officer**

Classification	Pay Point	Current	First pay day after commencement	First pay day after 12 months	First pay day after 24 months
Medical Officer Class 4	3	158,994	163,764	167,039	168,709
	2	150,075	154,577	157,669	159,245
	1	144,446	148,779	151,755	153,273
Medical Officer Class 3	2	138,686	142,847	145,704	147,161
	1	132,457	136,431	139,159	140,551
Medical Officer Class 2	2	124,817	128,562	131,133	132,444
	1	118,463	122,017	124,457	125,702
Medical Officer Class 1	4	108,254	111,502	113,732	114,869
	3	98,068	101,010	103,030	104,061
	2	91,120	93,854	95,731	96,688
	1	84,114	86,637	88,370	89,254

**Table 3. Legal Officer**

Local Title	Classification	Pay Point	Current	First pay day after commencement	First pay day after 12 months	First pay day after 24 months
Legal 2	EL2	3	133,295	137,294	140,040	141,440
		2	129,218	133,095	135,756	137,114
		1	122,041	125,702	128,216	129,498
Legal 1	EL1	3	113,453	116,857	119,194	120,386
		2	102,928	106,016	108,136	109,218
		1	93,975	96,794	98,730	99,717

**Table 4. Research Scientist**

Local Title	Classification	Pay Point	Current	First pay day after commencement	First pay day after 12 months	First pay day after 24 months
Senior Principle Research Scientist	EL2	2	166,794	171,798	175,234	176,986
		1	150,619	155,138	158,240	159,823
Principle Research Scientist	EL2	3	145,207	149,563	152,554	154,080
		2	139,937	144,135	147,018	148,488
		1	136,083	140,165	142,969	144,398
Senior Research Scientist	EL2	4	132,364	136,335	139,062	140,452
		3	126,010	129,790	132,386	133,710
		2	121,938	125,596	128,108	129,389
		1	111,798	115,152	117,455	118,630
Research Scientist	EL1	3	106,910	110,117	112,320	113,443
		2	102,643	105,722	107,837	108,915
		1	93,975	96,794	98,730	99,717

## **Junior rates of pay**

A1. Junior rates of pay are calculated as a percentage of the minimum APS1 salary (pay point 1) as follows:

- under 18 year – 60%
- at 18 years – 70%
- at 19 years – 81%
- at 20 years – 91%

## **Graduate APS employees**

A2. Graduate APS employees will undertake a course of training as determined by the CEO. When the CEO is satisfied that the course of training has been successfully completed, a Graduate APS employee will be allocated a Classification in accordance with the Classification Rules and determine a salary within the applicable range.

## **Cadet APS employees**

A3. A Cadet APS employee will be paid 67% of the minimum APS1 salary (pay point 1) specified in Table 1 of this attachment. When the CEO is satisfied that the course of training has been successfully completed, a Cadet APS employee will be allocated a Classification in accordance with the Classification Rules and determine a salary within the applicable range.

## **Trainee APS (Administrative) employees**

A4. A Trainee APS (Administrative) employee will be paid at the minimum APS1 salary (pay point 1) specified in Table 1 of this attachment. When the CEO is satisfied that the course of training has been successfully completed, a Trainee APS (Administrative) employee will be allocated a Classification in accordance with the Classification Rules and determine a salary within the applicable range.

## **Supported salary for employees with a disability**

### **Eligibility Criteria**

A5. Employees covered by these provisions will be those who are unable to perform the range of duties to the work level required for the classification level for which the employee is engaged under this Agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria test for a Disability Support Pension.

A6. The schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this award relating to the rehabilitation of employees who are injured in the course of their employment.

### **Supported Wage Rates**

A7. Employees to whom the provisions of this Attachment apply will be paid the applicable percentage of the relevant salary of the for which the employee is engaged under this Agreement relevant to the employee's assessed capacity, provided that the amount payable will be not less than the minimum prescribed rate set by the relevant Government body.

A8. Employees to whom this clause applies shall be paid the applicable percentage of the relevant minimum wage according to the following schedule at Table 5:

**Table 5. Schedule of supported salary rates**

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

- A9. Provided that the minimum amount payable must be not less than \$82 per week.
- A10. Where an employee's assessed capacity is 10% they must receive a high degree of assistance and support.

#### **Assessment of capacity**

- A11. 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 Supported Wage System (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.
- A12. 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 *Social Security Act 1991*.

#### **Lodgement of SWS wage assessment agreement**

- A13. 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.
- A14. 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 award 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**

- A15. 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 support wage system.

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

- A16. 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 award paid on a pro rata basis.

#### **Workplace adjustment**

- A17. 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**

- A18. 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 four weeks) may be needed.
- A19. 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.
- A20. The minimum amount payable to the employee during the trial period must be no less than \$82 per week.
- A21. Work trials should include induction or training as appropriate to the job being trialled.

- A22. 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 clauses A11 - A12.

## Attachment B – Definitions

**“Agreement”** means the National Health and Medical Research Council Enterprise Agreement 2016 – 2019.

**“APS”** means the Australian Public Service

**“Casual employee”** means a non-ongoing employee engaged on an irregular or intermittent basis.

**“Chief Executive Officer or CEO”** means the person performing the duties of the office of the Chief Executive Officer (CEO) of the NHMRC.

**“Defendant”** means the spouse of the employee; and/or a child or parent of the employee, or the spouse of the employee, being a child or parent who ordinarily resides with the employee and who is wholly or substantially dependent upon the employee.

**“Employee”** means an employee of the NHMRC

**“Immediate family”** means a person who is related by blood, marriage, adoption, fostering or traditional kinship; a de facto partner (including same sex partner and former de facto partner); where the CEO is satisfied that a person has a strong affinity with the employee; a parent, child, grandparent, grandchild or sibling of the employee's spouse or de facto partner or former spouse.

**“Manager”** means the person who has responsibility for overseeing / monitoring / managing / directing or supervising an employee. Each Director will determine the level at which managers within his or her section will have a discretion and/or responsibility under this Agreement.

**“NHMRC”** means the National Health and Medical Research Council.

**“Non-ongoing employee”** means an APS employee who is engaged for a specified term, specified task or intermittent/irregular duties under the *Public Service Act 1999*.

**“Ongoing employee”** means an employee engaged on an ongoing basis under the *Public Service Act 1999*.

**“Ordinary time rates”** means an employee's standard hourly rate of pay

**“Staff Consultative Forum”** means a forum comprising at least four staff representatives and up to two management representatives that will meet on a quarterly basis, or more regularly if required, for consultation purposes as described at clauses 199 – 200 of the agreement.

**“Standard day”** for full time employees is 8:30 am to 12:30 pm and 1:30 pm to 5:00 pm and for part time employees is the hours and days of work determined by the manager in consultation with the employee at clause 65 of this Agreement.

**“Supported Wage System”** means the Commonwealth Government system to promote employment for people who cannot work at full award wages because they are experiencing the effects of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the JobAccess website ([www.jobaccess.gov.au](http://www.jobaccess.gov.au)).