



FAIR WORK  
AUSTRALIA

## DECISION

*Fair Work Act 2009*

s.185 - Application for approval of a single-enterprise agreement

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

(AG2011/10962)

### **NATIONAL HEALTH AND MEDICAL RESEARCH COUNCIL ENTERPRISE AGREEMENT 2011-2014**

Commonwealth employment

COMMISSIONER DEEGAN

CANBERRA, 29 JULY 2011

*Application for approval of the National Health and Medical Research Council Enterprise Agreement 2011 - 2014.*

[1] An application has been made for approval of an enterprise agreement known as the National Health and Medical Research Council Enterprise Agreement 2011-2014 (Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (Act). The Agreement is a single-enterprise agreement.

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

[3] The CPSU, the Community and Public Sector Union and the “Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union” known as the Australian Manufacturing Workers’ Union (AMWU), employee organisations which were bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want to be covered by the Agreement. In accordance with s.201(2) of the Act I note that the Agreement will cover each named organisation.

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 5 August 2011. The nominal expiry date of the Agreement is 30 June 2014.



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**National Health and  
Medical Research  
Council**

**Enterprise Agreement**

**2011-2014**

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## **PART A OPERATION OF THE AGREEMENT**

### **APPLICATION AND COVERAGE**

1. This agreement covers:
  - (a) the Chief Executive Officer as the employer;
  - (b) all non-SES employees employed under the *Public Service Act 1999*; and
  - (c) unions, where Fair Work Australia notes in its decision to approve the Agreement that the agreement covers the unions (see subsection 53(2) of the *Fair Work Act 2009*).

### **COMMENCEMENT AND DURATION OF THIS AGREEMENT**

2. This agreement commences 7 days following approval by Fair Work Australia and nominally expires on 30 June 2014.
3. From the commencement of this agreement, a person or organisation covered by the Agreement will not pursue further claims for terms and conditions of employment that would have effect during the period of operation of this agreement, except where consistent with the terms of this agreement.

### **CONSULTATION**

4. This clause applies where a decision is made to introduce major changes in a work area that are likely to have significant effects on employees, other than where provision is already made elsewhere in this enterprise agreement regarding a specific major change.
5. Where a definite decision is made to introduce major changes in program, organisation, structure or technology that are likely to have significant effects on employees, the CEO must notify the employees who are likely to be affected by the proposed changes and their representatives, if any,
6. Significant effects include:
  - (a) termination of employment;
  - (b) major changes in the composition, operation or size of the NHMRC's workforce or in the skills required;
  - (c) the elimination or diminution of job opportunities, promotion opportunities or job tenure;
  - (d) significant alteration in hours of work;
  - (e) the need to retrain employees;
  - (f) the need to relocate employees to another workplace; and
  - (g) the major restructuring of jobs.
7. The CEO must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 5, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes..
8. The discussions must commence as early as practicable and after a definite decision has been made to make the changes referred to in clause 5. .

9. For the purposes of such discussion, the employees concerned and their representatives, if any, are to be provided in writing all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees. The CEO is not required to disclose confidential or commercially sensitive information to the employees.

#### **STAFF CONSULTATIVE FORUM**

10. A Staff Consultative Forum (SCF) will be the primary forum to facilitate discussions between the NHMRC and its employees. The Staff Consultative Forum will comprise:
  - (a) subject to staff nominating, one staff representative from each Branch elected by their peers but otherwise at least four staff representatives, including one based in Melbourne;
  - (b) a representative from each of the employee organisations that are party to the agreement; and
  - (c) up to two management representatives.
11. In addition to the consultation requirements set out in clauses 4 to 9, the NHMRC will consult with the SCF in relation to strategic human resource management and strategic workplace relations issues including the implementation of this agreement and associated policies and guidelines. If requested by the SCF, the NHMRC will explain decisions that have been made, including how the views expressed by employees and where they choose, their representatives were taken into account.
12. For the purpose of clause 11 'consult' means providing relevant information to employees and, where they choose, their representatives on the SCF about impending changes, decisions, reviews or other issues that will impact on them and ensuring a bona fide opportunity to influence the decision-making process not only in appearance, but in fact before a decision is made.
13. The SCF will meet face to face on a quarterly basis, or more frequently through the use of teleconferencing facilities where urgent issues arise.
14. The NHMRC will arrange appropriate training and facilities for SCF employee representatives. Employee representatives will not suffer any employment related detriment as a result of performing the representative function.

#### **WORKPLACE DELEGATES**

15. The role of union and other workplace delegates will be respected and facilitated in accordance with the principles outlined in the supporting guidance to the *Australian Public Service Bargaining Framework January 2011* at Attachment A. The protocols contained in the *NHMRC Agreement with Unions on Negotiation, Communication and Access to the Workplace* relating to the ongoing rights of workplace delegates form part of this agreement. The protocols will be reviewed by the NHMRC and the unions in a collaborative manner and within two months of commencement of this agreement.

#### **FREEDOM OF ASSOCIATION**

16. Consistent with the *Fair Work Act 2009* all employees are free to become, or not to become, a member of an industrial association.

#### **POLICIES/GUIDELINES/PROCEDURES**

17. Policies, procedures and guidelines which support the operation of this agreement may be made or varied from time to time following consultation with the SCF and will apply in the form they are in as at the time any relevant action/decision is made.
18. Over the period of this agreement there will be no change to the following policies, guidelines and procedures referenced in this agreement unless agreed by the Staff Consultative Forum:
  - Performance development scheme guidelines;

- Guidelines for managing underperformance;
- NHMRC work level standards;
- Guidelines for leave; and
- Guidelines for attendance and flextime.

19. Issues regarding the content, application or interpretation of any policies, procedures or guidelines which support the operation of this agreement will be subject to the Dispute Resolution Procedure section of this agreement.

#### **FLEXIBILITY PROVISION**

20. The CEO and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

- (a) the arrangement deals with 1 or more of the following matters:
  - (i) arrangements about when work is performed;
  - (ii) overtime rates;
  - (iii) penalty rates;
  - (iv) allowances;
  - (v) remuneration; and/or
  - (vi) leave; and
- (b) the arrangement meets the genuine needs of the NHMRC and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
- (c) the arrangement is genuinely agreed to by the CEO and employee.

21. The CEO must ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
- (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
- (c) result in the employee being better off overall than the employee would be if no arrangement was made.

22. The CEO must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of the employer and employee; and
- (c) is signed by the CEO and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- (d) includes details of:
  - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
  - (ii) how the arrangement will vary the effect of the terms; and

- (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
  - (e) states the day on which the arrangement commences and, where applicable, when the arrangement ceases.
23. The CEO must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
24. The CEO or employee may terminate the individual flexibility arrangement:
- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
  - (b) if the CEO and employee agree in writing – at any time.

## DELEGATION

25. The Chief Executive Officer may, in writing, delegate to a person any of the Chief Executive Officer's powers or functions under this Agreement (other than the power set out in this clause).
26. A person exercising powers or functions under a delegation under clause 25 must comply with any directions of the Chief Executive Officer.

## DEFINITIONS

27. For the purposes of this Agreement the following definitions apply:
- (a) **"Agreement"** means *The National Health and Medical Research Council Enterprise Agreement 2011-2014*;
  - (b) **"APS"** means the Australian Public Service;
  - (c) **"Bandwidth"** means the bandwidth of hours from 7am to 7pm Monday to Friday in which an employee may work standard hours;
  - (d) **"casual employee"** means an employee engaged on a non-ongoing basis under the PS Act for duties that are irregular or intermittent;
  - (e) **"Chief Executive Officer" or "CEO"** means the person for the time being holding or performing the duties of the office of the Chief Executive Officer, National Health and Medical Research Council;
  - (f) **"dependant"** in relation to employees means:
    - an employee's partner; or
    - a child or parent of the employee, or of the partner of the employee, being a child or parent who ordinarily resides with the employee and who is wholly or substantially dependent upon the employee.
  - (g) **"family"** means a person who:
    - is related by blood or by marriage; or
    - has a strong affinity with the employee; or
    - lives with the employee in a relationship as a couple on a genuine domestic basis, which also includes a former spouse or former de facto partner of the employee; or

- is a child, foster child or adopted child of the employee, or a child in the care of the employee; or
  - is a child, foster child or an adopted child of the person who stands in a bona fide domestic or household relationship with the employee, or a child in the care of that person;
- (h) **"Manager"** for the purposes of this agreement means Section Head and above, or as otherwise determined by the Section Head;
- (i) **"NHMRC"** means the National Health and Medical Research Council, or its successor however described;
- (j) **"non-ongoing employee"** means an employee engaged under subsection 22(2)(b) or (c) of the PS Act but does not include a non-ongoing SES employee;
- (k) **"ongoing employee"** means an employee engaged under subsection 22(2)(a) of the PS Act but does not include an ongoing SES employee;
- (l) **"ordinary time rate"** means an employee's standard (hourly) rate of pay;
- (m) **"PDS"** means the NHMRC performance development scheme referred to in clause 41;
- (n) **"PS Act"** means the *Public Service Act 1999* (Cth) as amended from time to time;
- (o) **"SES"** means the Senior Executive Service as defined in the PS Act;
- (p) **"Standard Hours"** means the standard hours referred to in clauses 115, 121 and 158..

## INTERPRETATION

28. In this Agreement:

- (a) a reference to legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
- (b) a singular word includes the plural, and vice versa;
- (c) a word which suggests one gender includes the other genders;
- (d) if a word is defined, another part of speech has the corresponding meaning;
- (e) if an example is given of anything (including a right or obligation), such as by saying it includes something else, the example does not limit the scope of that thing; and
- (f) a reference to monetary units refers to units of Australian currency.

## **PART B WORK ENVIRONMENT**

### **HARASSMENT-FREE WORKPLACE AND WORKPLACE DIVERSITY**

29. The NHMRC has a policy titled *Harassment-Free Workplace Policy and Guidelines* and a policy titled *Workplace Diversity Program 2009-2013*. Those policies encourage and promote diversity in the workplace and discourage harassment of employees on the basis of race, colour, gender, sexuality, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, membership or non-membership of a union, national extraction or social origin.
30. The NHMRC commits to:
- (a) ensuring that employees and managers understand, respect and value individual differences and work together to make the most of these differences for the benefit of the NHMRC and the NHMRC's employees;
  - (b) maintaining an environment where decisions and practices are free from harassment and discrimination and based on merit;
  - (c) valuing all employees and their reflection of the diversity of the Australian community; and
  - (d) achieving a fair, flexible, safe and rewarding workplace.

### **EMPLOYEE HEALTH**

31. The NHMRC will encourage increased productivity by organising a health awareness program for all interested employees which is designed to promote and maintain long-term good health practices.
32. The CEO will make appropriate arrangements for the provision of influenza vaccinations for all employees on an annual basis.
33. The CEO will make appropriate arrangements for the provision of Hepatitis B vaccinations for employees who, through the course of their work, are in regular contact with members of the community classified as at increased risk with regard to Hepatitis B.
- This will be in accordance with the NHMRC Immunisation Handbook.
34. The NHMRC will provide for eyesight testing every 2 years and reimbursement of reasonable costs, as outlined in clause 35, for prescribed eyesight correction to all employees (where not otherwise reimbursed under Medicare or private health insurance arrangements) who, as an integral part of their duties, are required to operate screen based equipment.
35. Where spectacles are prescribed specifically for use with screen-based equipment, the NHMRC will reimburse up to:
- \$120 for single vision spectacles; and
  - \$190 for bi-focal, multi-focal or tri-focal spectacles.
36. 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.

### **THE ENVIRONMENT**

37. Reflecting our role in the sustainable management and conservation of Australia's environment, the NHMRC is committed to minimising the ecological footprint of our operations by pursuing environmentally sustainable practices as articulated in the NHMRC's Environmental Management Policy.

## **OCCUPATIONAL HEALTH AND SAFETY**

38. The NHMRC acknowledges its obligations under the *Occupational Health and Safety Act 1991* and the *Safety, Rehabilitation and Compensation Act 1988* and is committed to providing employees with a safe and healthy workplace.
39. The NHMRC will, in consultation with employees, monitor occupational health and safety issues and develop and maintain occupational health and safety policies and guidelines.

## **OUTSIDE EMPLOYMENT**

40. All employees must seek approval from the CEO to run a business or engage in any paid or unpaid work outside the NHMRC. Such approval may be withheld in circumstances where there is a real or perceived conflict of interest or the outside employment is likely to have, or is having, a detrimental effect on the employee's work at the NHMRC.

## **PART C PERFORMANCE DEVELOPMENT**

### **PERFORMANCE DEVELOPMENT SCHEME**

41. The NHMRC's performance development scheme (PDS) provides managers and employees with a framework for establishing individual performance plans that align with business plans and corporate goals and priorities. The PDS 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. The PDS provides employees with the development opportunities and support required to perform well and achieve their performance goals and career development.
42. Managers and employees will fully participate in the PDS, as detailed in the *performance development scheme guidelines*.
43. The PDS operates on an annual cycle from July to June. Supervisors are required to prepare an agreement with each employee by 31 August or within 4 weeks of starting a new position in the NHMRC, whichever occurs first.
44. The employee and their supervisor are jointly responsible for preparing a PDS agreement.
45. Performance assessment and feedback is an ongoing process between the supervisor and employee. The PDS operates on a 'no surprises' principle, which means that staff should be kept regularly informed by their supervisor of their performance throughout the entire PDS cycle.
46. An employee will be given a minimum period of four weeks prior to the end of cycle assessment to improve their performance.
47. All employees are assessed against their PDS agreement based on a combination of self and supervisor assessment. There are a minimum of two formal assessment points for rating purposes in the PDS cycle:
  - The mid cycle review in February; and
  - The end of cycle assessment in July.

### **LEARNING AND DEVELOPMENT**

48. All new employees will have access to an on-line and face-to-face induction session.
49. The NHMRC is committed to the principle of lifelong learning and recognises the importance of supporting the development of its employees to achieve their personal goals as well as the NHMRC's objectives. Employees are encouraged to take responsibility for their ongoing development in consultation with their Manager, who will provide guidance and reasonable support.
50. To enhance the principle of reasonable support, progress against the Learning and Development Plan will be discussed at meetings of the Staff Consultative Forum.

### **STUDY ASSISTANCE**

51. All employees are able to apply for a range of support offered for studies aligned with priorities identified in the NHMRC's learning and development framework and clearly linked to the individual development planning objectives of employees as identified through the PDS process. The *Study Assistance Scheme* policy and procedures provide details on how study assistance is to be administered.

### **UNDERPERFORMANCE FRAMEWORK**

52. NHMRC guidelines set out the framework for managing cases of underperformance. The framework does not apply to:

- employees who are subject to a period of probation, during the probationary period;
- non-ongoing employees;
- cases of suspected breaches of the Code of Conduct;
- cases where there is a medically supported health-related reason for the unsatisfactory performance; and
- loss of essential qualifications.

## **PART D REMUNERATION ARRANGEMENTS**

### **SALARY INCREASES**

53. Employees will receive a salary increase of 3% with effect from the beginning of the first pay period commencing on or after the date of commencement of this agreement. The quantum and date of subsequent salary increases are provided at **Attachment B**.

### **CALCULATION OF SALARY**

54. Employees will be paid the annual salary for their classification and pay point level specified in **Attachment B** to this Agreement.

55. Employees will be paid fortnightly in accordance with the following formula:

$$\text{fortnightly pay} = \text{annual salary} \times 12 / 313$$

### **JUNIOR RATES OF PAY**

56. Junior rates of pay are calculated as a percentage of the minimum APS Level 1 adult salary:

- (a) under 18 years – 60%;
- (b) at 18 years – 70%;
- (c) at 19 years – 81%; and
- (d) at 20 years – 91%.

### **GRADUATE EMPLOYEES**

57. Graduate employees will undertake a course of training as determined by the CEO. Graduate employees will be paid the salary specified in **Attachment B** for the duration of their training.

### **CASUAL EMPLOYEES**

58. Casual employees will receive a salary loading of 20% in lieu of public holidays and paid leave, other than long service leave. Such employees will accrue long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.

### **PART TIME EMPLOYEES**

59. Remuneration for part time employees will be calculated as a pro-rata of the relevant full time salary rate, based on the proportion of hours worked in comparison to full time hours.

### **PAYMENT OF SALARY**

60. Employees will be paid their fortnightly salary in arrears by electronic funds transfer to their nominated financial institution account.

### **SALARY ON ENGAGEMENT, PROMOTION OR MOVEMENT**

61. Where an employee is promoted or engaged, salary will be payable at the minimum pay point of the salary range applicable to the classification of the position. The CEO may authorise payment of salary above the minimum pay point in the salary range, having regard to the experience, qualifications and skills of the person.
62. Subject to Clause 61, where a person moves to the NHMRC from another APS agency at the equivalent APS classification level, and his or her substantive salary before movement is:
- higher than the top pay point of the NHMRC salary range in place at the time, his or her salary will be no more than the top of the relevant salary range as provided at **Attachment B**, unless otherwise determined by the CEO; or
  - not aligned with the NHMRC salary range and is below the top pay point of the NHMRC salary range in place at the time, his or her salary will be increased to the next highest pay point in the NHMRC salary range on commencement unless otherwise determined by the CEO.
- This clause does not apply to employees moving to the NHMRC in accordance with Machinery of Government changes.
63. The CEO may determine the correct pay point to apply to a person's salary on commencement or correct any anomaly or misunderstanding that may have occurred.

### **SALARY ADVANCEMENT**

64. Salary advancement to the next pay point within a classification level will be based on a review of performance during the previous PDS cycle.
65. For ongoing employees:
- Salary advancement within all classification levels and broadbands will generally 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 PDS; and
  - Performance of duties at the employee's substantive level or above, within the NHMRC, for an aggregate of three months or more within the PDS cycle ended 30 June; and
  - Performance being assessed as Effective or better at the end of the PDS cycle.
66. For non-ongoing employees:
- Non-ongoing employees will be eligible for salary advancement where they have been engaged at the same classification level to perform the same duties continuously for three months during the PDS cycle. Non-ongoing employees are subject to the same qualifying ratings under the PDS as for ongoing employees. This clause does not affect the CEO's discretion to determine salary on the commencement of each period of engagement.
67. Junior employees under 21 years of age at the APS 1 level will be advanced to the next salary point on their birthday where they are employed in a classification where rates of salary are prescribed according to age, except where they are paid the adult salary rate following automatic advancement upon successful completion of a course of study or training.
68. Probationers engaged on or before 1 April will be eligible for salary advancement on the date they cease to be a probationer. This advancement cannot occur before the common salary progression date in August each year.
69. Advancement will not occur in the following circumstances:
- Employees who:

- do not complete and meet the requirements of the PDS without reasonable cause; or
- are ongoing and have not performed duties at their substantive classification level, or a higher position, in the NHMRC for at least three months of the PDS cycle; or
- are non-ongoing and have not met the requirements of Clause 66 of this section;

will not move to the next pay point within that classification salary range. These employees will then not be able to progress to the next pay point within the classification salary range until the salary review in the next year.

For the purpose of this clause, "reasonable cause" refers to employees absent from duty due to illness or injury; or

- long term or frequent leave granted due to illness or injury; or
- long service leave; or
- compensation leave; or
- maternity/foster care/adoption or other parental leave;

or as otherwise determined by the CEO.

70. Employees who are rated "Did not meet Expectations" at the end of the PDS cycle will not automatically advance to the next pay point. Such employees who, after participating in an informal improvement process as specified in the *performance development scheme guidelines*, attains a rating of Effective will be eligible for pay point advancement from the first full pay period commencing on or after 1 November.
71. Where an employee has sought review of his or her assessment under the PDS and this is subsequently upheld, then salary advancement will occur from the August date that would otherwise have applied.

#### **TEMPORARY ASSIGNMENT OF DUTIES**

72. An employee who is assigned to temporarily perform duties at a higher classification level will be paid at the salary rate for that higher classification level in respect of any period exceeding five consecutive working days during which the employee is assigned to perform those duties. The pay point attained through salary advancement in previous periods of higher duties at that classification level will be at least maintained.
73. In accordance with the PDS salary advancement arrangements, where an employee has been temporarily reassigned duties at a higher classification for a period aggregating three months or longer during the PDS cycle, then the employee will be eligible for salary advancement for the purposes of future or continuing temporary assignment. Where periods of temporary assignment have been at different levels, progression will only occur to the higher level closest to the employee's substantive level, unless the person has acted for three months or more at a higher classification level.
74. An employee on higher duties who is granted paid leave or who observes a public holiday will continue to receive payment for the higher duties during his or her absence until the date on which the employee would have ceased the period of acting had he or she not been absent.
75. Employees on short term temporary assignment remain eligible for advancement within their substantive classification level, subject to meeting the requirements of the PDS.
76. The CEO will determine the remuneration level of an employee who is temporarily assigned duties at the SES level.

#### **SALARY ON REDUCTION**

77. Where an employee makes a written request for a temporary assignment of duties at a lower classification level, the CEO may determine in writing that the employee shall be paid a rate of salary applicable to the lower level for the period specified in the request. In determining the lower level of salary, the CEO will have regard to the employee's experience, qualifications and the circumstances in which the reduction has occurred. Temporary assignment of duties on reduction does not alter the employee's nominal classification level. Only the actual classification level and rate of pay received are affected.

### **SALARY PACKAGING**

78. Employees may package all salary and allowances payable as salary except that any compulsory superannuation contribution will still be required to be paid by the employee. Further information may be found in the NHMRC's *Salary Packaging Policy*.
79. Where employees take up the option of salary packaging, the employee's salary for purposes of superannuation, severance and termination payments, and for any other purposes, will be determined as if the salary packaging arrangements had not occurred.
80. Any fringe benefits tax incurred by the employee as a result of his or her salary packaging arrangement will be met by the individual employee on a salary sacrifice basis.

### **SUPERANNUATION**

81. The NHMRC will make compulsory employer contributions as required by the applicable legislation and fund requirements.
82. 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 (e.g. unable to accept contributions for people aged over 75.)
83. For employees who take paid 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 leave was paid leave, in accordance with the rules of the appropriate superannuation scheme. For employees in PSSap the rules permit employer contributions to be made. Employer superannuation contributions will not be paid in respect of other periods of unpaid leave unless otherwise required under legislation.
84. The NHMRC will make superannuation payments to any eligible superannuation fund nominated by the employee provided that it accepts payments via fortnightly Electronic Funds Transfer.
85. For employees who are entitled to superannuation choice and who elect not to exercise choice of fund, the default superannuation fund will be the PSSap.

### **SUPPORTED WAGE SYSTEM**

86. Employees who have a disability and meet the impairment criteria for the Disability Support Pension may be employed under this Agreement. The *Supported Wage System Guidelines* provide details in relation to how the supported wage system is to be administered. Employees employed under the supported wage system will be paid a supported salary appropriate to the APS classification level at which they are employed, calculated as a proportion of the annual salary set out in **Attachment B** to this Agreement.

### **CLASSIFICATION AND LOCAL TITLES**

87. Local titles are as follows:

Employees undertaking duties recognised by the NHMRC as requiring possession of mandatory qualifications, specialist skills, and/or professional registration will have local titles including:

- Research Scientist
- Professional 1
- Public Affairs
- Legal

Where EL2 staff have supervisory responsibilities for other EL2 staff, the local title of Section Head will be used to distinguish their role from that of the employees they supervise.

Wherever possible, the NHMRC will use standardised local titles to distinguish between roles.

88. Employees with the following local titles are broadbanded across the APS classification structure as follows:

<b>Local Title</b>	<b>Broadband</b>
Legal 1	APS 3, 4, 5, 6, Executive Level 1
Research Scientist	APS 6, Executive Level 1
Professional 1	APS 3, 4, 5
Public Affairs 1	APS 4, 5

89. Medical Officer is a formal classification under the Classification Rules and not a local title.

## **PART E ALLOWANCES AND REIMBURSEMENTS**

90. Information on the recognition (for particular purposes) of allowances provided for in this Agreement is at **Attachment C**.
91. The CEO may increase the rates of travelling, meal, motor vehicle and other allowances.
92. Reimbursements do not count as salary for any purpose.

### **TRAVEL AND MOTOR VEHICLE ALLOWANCE**

93. 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 may be found in the *Travel Policy* and *NHMRC Allowance and Reimbursement Guidelines*.
94. 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 ten hours, but is not absent overnight, will be paid an allowance of \$48 for each absence.
95. Employees who use vehicles for official travel will be paid a motor vehicle allowance. Further information may be found in the *Travel Policy* and *NHMRC Allowance and Reimbursement Guidelines*. The amount of the motor vehicle allowance will be 70 cents per kilometre.

### **OVERTIME MEAL ALLOWANCE**

96. Where an employee below Executive Level 1 is directed to work overtime:
  - (a) for a period of 3 hours or more, the employee will be paid a meal allowance; and
  - (b) for a period of 8 hours or more on a weekend or public holiday, the employee will be paid an additional meal allowance.
97. The amount of the meal allowance will be \$25.80.

### **RELOCATION ASSISTANCE**

98. When an existing employee is directed to relocate for employment purposes, the NHMRC will meet all reasonable costs associated with relocation of the employee and their dependants. The *Relocation Policy* provides details in relation to how relocation assistance is to be administered.
99. The CEO may approve relocation expenses for newly recruited employees or existing employees who request a transfer.

### **RESTRICTION ALLOWANCE**

100. Where an 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 week in accordance with provisions contained in the NHMRC's *Allowance Guidelines*.
101. Where an employee is restricted for a period including a public holiday, an additional payment of \$50 will be payable for each public holiday occurring within the period of restriction.

## **WORKPLACE RESPONSIBILITY ALLOWANCE**

102. Where an employee possesses the required qualifications for first aid at the minimum accreditation standard of Senior First Aid Certificate (Level 2 or equivalent), has continuing expertise commensurate with that training, and is appointed as a First Aid Officer by the CEO, they will be paid Workplace Responsibility Allowance at the rate of \$17.50 per week.
103. Where an employee has successfully undertaken relevant fire warden training and is appointed as a Fire Warden by the CEO, they will be paid a Workplace Responsibility Allowance at the rate of \$10 per week.
104. Where an employee has successfully undertaken the relevant training and is appointed as a Workplace Harassment Contact Officer by the CEO, they will be paid a Workplace Responsibility Allowance at the rate of \$10 per week.
105. Where an employee has successfully undertaken the relevant training and is appointed as a Health and Safety Representative by the CEO, they will be paid a Workplace Responsibility Allowance at the rate of \$10 per week.
106. Workplace Responsibility Allowance will continue to be paid during absences on approved leave up to a maximum of 2 weeks duration. Payment will be at the same rate of pay as the approved leave.

## **SENIOR PUBLIC AFFAIRS ALLOWANCE**

107. Employees undertaking the role of Senior Public Affairs 1 (SPA1) will be eligible for a superannuable allowance which increases salary to the top pay point in the EL2 pay range where the CEO certifies that the employee is undertaking the role of Section Head, and is not otherwise supervised or their work oversighted by a Senior Public Affairs 2. Once received, this allowance will be retained by the employee whilst he or she occupies an SPA1 position.

## **MEDICAL OFFICERS ALLOWANCE**

108. To assist the attainment and maintenance of professional skills, an allowance of \$4,500 per annum will be available to Medical Officers.

## **CHILD AND DEPENDANT CARE**

109. 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. Payment will also be made to the employee, in advance, on production of an invoice.
110. Where an employee with school children has leave (within available credits) refused, has approved leave cancelled or is required to return from leave early because of NHMRC operational requirements during school holidays, the NHMRC will reimburse the amount paid by the employee for each school child attending approved or registered care.
111. In the circumstances described in clause 110, where the employee can demonstrate that they would otherwise have taken personal responsibility for caring for other family members during school holidays, the NHMRC may reimburse some or all of the amount paid by the employee for that family care.

## **LOSS OF, OR DAMAGE TO, CLOTHING OR PERSONAL EFFECTS**

112. An employee may apply to the CEO to be reimbursed for loss of, or damage to, clothing or personal effects that occurred in the course of the employee's work, where reimbursement would exceed \$20.00. In approving such reimbursement and deciding the value to be reimbursed, the CEO may take into account the circumstances surrounding the loss including any contributory negligence, the depreciated value of the item and any other relevant information in accordance with the provisions of the NHMRC's *Allowance and Reimbursement Guidelines*.

## **OTHER ALLOWANCES**

113. The NHMRC's *Allowance and Reimbursement Guidelines* provide eligible employees with allowances or payments that recognise:
- particular skills; or
114. additional costs borne by the employee in the course of his or her employment. These allowances are:
- departmental liaison officer allowance;
  - travel clothing allowance; and
  - disruption allowance.

## **PART F WORKING HOURS**

### **STANDARD WORKING HOURS FOR FULL TIME EMPLOYEES**

115. Ordinary hours of duty for attendance and flextime purposes for full time staff are 150 hours over a four-week period.

### **FLEXIBLE WORK ARRANGEMENTS FOR PARENTS**

116. An employee who is a parent, or has responsibility for the care of a child under school age or a child under 18 who has a disability, may request flexible working arrangements, including part-time hours. The employee is not eligible to make this request unless they have completed at least 12 months of continuous qualifying service (the CEO may waive this requirement in exceptional circumstances).
117. A casual employee engaged for irregular or intermittent duties may only request flexible work arrangements if the employee:
- (a) is a long term casual employee immediately before making the request; and
  - (b) has a reasonable expectation of continuing employment on a regular and systematic basis.

*Note: 'long term casual employee' is defined at s.12 of the Fair Work Act 2009.*

118. A request made in accordance with clause 116 must be in writing and set out details of the change sought and the reasons for the change. The CEO will respond in writing to the request within 21 days and will only refuse on reasonable business grounds. Where the request is refused, the response will include reasons for the refusal.
119. For the purpose of this clause:
- (a) 'qualifying service' means service that is recognised for redundancy pay purposes;
  - (b) 'casual' means an employee engaged on an irregular or intermittent basis.

### **REGULAR PART TIME WORK**

120. All ongoing and non-ongoing employees may, by agreement with the employee's manager, work less than full-time hours over a four-week period.
121. Standard Hours for part time employees will be determined by the manager in consultation with the employee. An employee may, with the agreement of his or her manager, vary the agreed hours of work.
122. Salary, benefits and allowances for employees who work part time will be calculated on a pro rata basis, being the appropriate percentage of the salary, benefits and allowances applying to full time employees.
123. A manager may initiate the introduction or extension of part time employment, but a full-time employee will not be required to convert to part time hours (or vice-versa) without the employee's agreement.
124. If a full time employee initiates part time work, the employee will have the right to revert to full time employment:
- (a) at the expiry of the agreed period; or
  - (b) as otherwise agreed, as operational requirements permit.

## OVERTIME AND TIME IN LIEU

125. Payment for overtime is available to employees other than Executive Level 1 and above (or equivalents) and Medical Officers Classes 2-4. The CEO may approve payment to Executive Level 1 and above (or equivalents) and Medical Officers Classes 2-4 in exceptional circumstances.

Overtime is payable where, on request from their Manager, an eligible employee agrees to perform work outside the bandwidth (inclusive of weekends and public holidays), or to work in excess of 9 hours and 30 minutes on any one week day (Monday to Friday inclusive), whichever is the earlier.

126. Part time employees other than Executive Level 1 and above (or equivalents) may be entitled to overtime payable for work performed at the direction of their Manager which is:

- not continuous with the employee's agreed or specified hours of work; and/or
- beyond the total hours of work over the settlement period specified in the employee's part time work agreement.

127. A part time employee who has not elected to receive flextime for work performed in excess of the agreed hours of duty over the settlement period will be eligible for payment for overtime.

128. Where an employee requests to work outside the bandwidth, and this is approved by the Manager, it shall be considered as ordinary duty, and will not attract overtime payments or time in lieu (TIL).

129. TIL is the standard form of recompense for all overtime, subject to the provisions of this section.

130. Where overtime is worked, TIL is calculated at the following rates:

- Monday to Saturday: Time and one half
- Sunday: Double time

131. In calculating the overtime entitlement, a divisor of 37.5 hours is to be used.

132. Where overtime is worked on a public holiday which falls on a weekday, TIL is calculated at double time for duty outside the standard hours. For duty within the standard hours, TIL will be calculated at single time as employees are already being paid for the public holiday.

133. Employees required to perform overtime during the annual closedown will be entitled to TIL calculated at time and a half.

134. It is generally expected that managers will authorise the payment for overtime in circumstances where, due to the nature of the work and/or the significant overtime performed, it is unlikely that an employee will be able to take TIL within two 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. Where payment of overtime is authorised, the payment will be calculated using the rates set out in this section.

135. Where a period of overtime is not continuous with ordinary duty, the minimum overtime payment will be four hours.

## FLEXTIME

136. Flextime is available to all employees below Executive Level 1. The NHMRC's *Working hours, Flextime and Time Recording Guidelines* set out details in relation to how flextime is to be administered.

137. The pattern of hours by which employees meet their specified hours of duty is a matter of agreement between the Manager and his or her staff. However, a staff member will not be expected to work more than:

- ten hours ordinary time duty on any day; and
  - five consecutive hours without a meal break of at least 30 minutes.
138. The CEO may, in exceptional circumstances and based on operational requirements, approve an employee to carry forward a flextime credit of more than 1 standard week from one settlement period to the next.
139. Where excess carry over of flextime is approved by the Manager under clause 138, and at the request of the employee, flex credits exceeding 45 hours will be automatically cashed out at ordinary time rates at the end of the four-week settlement period.
140. Where an employee exceeds the maximum flex debit of 10 hours at the end of two consecutive four-week settlement periods, the amount exceeding 10 hours shall be treated as leave without pay and a deduction made from the employee's salary.
141. Any flex credits outstanding at cessation of employment with the NHMRC will be paid to the employee at ordinary time rates. Any flex debits outstanding at cessation will be recovered as part of the termination payment.
142. The CEO may direct that flextime does not apply to an employee or a team:
- (a) where there is insufficient work;
  - (b) due to operational requirements;
  - (c) where an employee does not adhere to the flextime requirements; or
  - (d) where the employee's Manager reasonably considers the employee's attendance is unsatisfactory.

## **PUBLIC HOLIDAYS**

143. Employees will be entitled to the following public holidays:
- New Year's Day (1 January);
  - Australia Day (26 January);
  - Good Friday;
  - Easter Monday;
  - Anzac Day (25 April);
  - The Queen's birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory);
  - Christmas Day (25 December);
  - Boxing Day (26 December);
  - Any other day, or part-day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the Fair Work regulations from counting as a public holiday.
144. If under a state or territory law, a day or part-day is substituted for one of the public holidays listed above, then the substituted day or part-day is the public holiday.
145. 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.

146. An employee who is absent on a day or part-day that is a public holiday in the place where the employee is based for work purposes, is entitled to be paid for the part or full day absences as if that day or part-day was not a public holiday, except where that person would not normally have worked on that day,
147. Where a public holiday falls during a period when an employee is absent on leave (other than Annual or paid Personal/carers leave) there is no entitlement to receive payment as a public holiday, Payment for that day would be in accordance with the entitlement for that form of leave (e.g. if on long service leave on half pay, payment is on half pay)..

#### **ANNUAL CLOSEDOWN**

148. The NHMRC will be closed for normal business and staff will not be required to perform normal duty on the normal working days between Christmas Day and New Year's Day.
149. Part time staff normally not working on the days of the week on which the closedown occurs, will not be entitled to alternative days off duty.
150. For the purposes of applying the provisions of this Agreement other than overtime (clause 133 refers), the annual closedown will be treated in the same manner as public holidays.

#### **RECALL TO WORK**

151. Employees (including employees who are in receipt of restriction allowance) may need to be recalled to work at a time which is outside their normal hours of work. This provision should only be used in emergencies or as a last resort.
152. Employees recalled to work at any time will be paid overtime in accordance with the rates set out at clauses 130 to 134:
- (a) for a minimum of one hour where the employee performs duties but is not required to travel to the workplace; or
  - (b) for a minimum of three hours, including travel time, where the employee is required to perform duties at the workplace.

#### **RECOGNITION OF TRAVEL TIME**

153. Where an APS1-6 (and their equivalents) 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.

#### **WORKING FROM HOME**

154. The CEO may approve an employee working from home on either a temporary or regular basis. The *Working from Home Policy* provides details in relation to how the working from home arrangements are to be administered.

#### **EXECUTIVE LEVEL EMPLOYEES – FLEXIBLE WORKING HOURS**

155. Executive Level employees (and equivalents) will be required, as senior professionals responsible for delivering key work outputs, to work reasonable additional hours from time to time but may, by agreement in advance with their Manager, work flexible hours. The Manager and the Executive Level employee will reasonably consider requests to work flexible working hours. The *Working Hours, Flexitime and Time*

*Recording Guidelines* provides details in relation to how flexible working hours arrangements are to be administered.

156. Executive Level employees (and equivalents) may be provided with time off work, including whole days off, at the discretion of their Manager.

## **PART G LEAVE**

### **GENERAL**

157. For all leave types described in this Part, further explanatory information, including details on how to apply for the leave, is in the NHMRC's *Leave Guidelines*.
158. For the purposes of recording leave absences, 7 hours 30 minutes is the standard day applying to full time staff.
159. 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.
160. Where a period of workers' compensation leave exceeds 45 weeks, further absences on compensation leave will not count as service for the purposes of annual leave and personal/carer's leave accrual.
161. Where leave is refused the Manager will advise the employee in writing of the reasons for the decision, including operational requirements.

### **ANNUAL LEAVE**

162. Employees will accrue 20 working days paid annual leave each year. Annual leave counts as service for all purposes.
163. An employee is entitled to take an amount of annual leave if:
  - (a) at least that amount of annual leave has been accrued by the employee; and
  - (b) the leave has been authorised.
164. Employees may apply to take annual leave at half pay provided that the period of absence is for at least two working days.
165. Employees recalled to work whilst on annual leave will:
  - (a) have that period of work, including any reasonable travel time required to undertake the work, re-credited to their annual leave balance; and
  - (b) be reimbursed for any reasonable expenses incurred as a result of being recalled to duty.
166. Employees who have accumulated annual leave credits in excess of 40 days on 1 January of any year may be directed to take an amount of leave to reduce that credit by not more than one quarter of the total leave credit. An employee may take additional annual leave to coincide with the direction.
167. An employee who:
  - (a) commences with the NHMRC;
  - (b) returns to work following a long term absence due to illness or injury; or
  - (c) resumes full time duty following a graduated return to work;

will have a period of six months from the date of commencing or resuming duty in which to take sufficient leave to reduce his or her accrual down to 40 days or less. An employee who has not reduced that credit to 40 days by the first day of the seventh month after commencing or resuming duty may be directed to take an amount of leave to reduce that credit by not more than one quarter of the total leave credit.

## **CASHING OUT OF ANNUAL LEAVE**

168. The CEO may approve an employee's written application to cash out up to ten days of accrued annual leave each year provided they retain a minimum balance of 20 days. Where such approval is given, the employee will be paid a lump sum payment equivalent to the employee's salary that would otherwise have been received for the period, including any allowances payable to the employee but excluding any temporary assignment of duties allowance.
169. An employee may only apply to cash out leave pursuant to clause 168 if the employee takes a period of annual leave equal to or greater than the period of leave the employee is applying to cash out.

## **PURCHASED LEAVE**

170. With the approval of the CEO, employees may elect, at any time to purchase up to an additional 6 weeks leave each year. Employees will have an amount deducted from their annual salary, on a fortnightly basis, dependent on the amount of leave purchased. The NHMRC's *Leave Guidelines* provide details in relation to the administration of purchased leave.
171. Purchased leave counts as service for all purposes. The employee's salary for superannuation purposes is their salary as if they had not purchased leave.

## **EXTENDED PURCHASED LEAVE**

172. Where an employee has at least three years of continuous employment with the NHMRC, they may apply to the CEO for access to extended purchased leave.
173. Six months absence on extended purchased leave will be available following a further two years of continuous employment with the NHMRC in accordance with the NHMRC *Leave Guidelines*. Extended purchased leave will not count as service for any purpose.

## **PERSONAL/CARER'S LEAVE**

174. On engagement, an ongoing employee will be credited with 18 days paid personal/carer's leave. Ongoing employees will accrue 18 days paid personal leave per year.
175. Non-ongoing employees will accrue 18 days paid personal leave per year.
176. Personal leave will be granted to an employee in the following circumstances:
- (a) where the employee is ill or injured;
  - (b) 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;
  - (c) for compelling personal reasons, including family responsibilities; or
  - (d) to attend preventative health consultations for self and/or those in the employee's care.
177. Unless otherwise agreed by their Manager, no more than four consecutive days of personal leave may be taken without satisfactory medical or other evidence. Where suitable documentary evidence is required and not provided the absence will be treated as leave without pay.
178. Employees who are medically unfit for duty or are required to undertake carer's responsibilities for one day or longer whilst on annual or long service leave, and who produce satisfactory documentary evidence, may apply for personal leave. Annual and long service leave will be re-credited to the extent of the personal/carer's leave granted.
179. All paid leave and up to 78 weeks of continuous paid and unpaid leave granted due to illness or injury will count as service. Any further continuous periods of absence due to illness or injury that are unpaid will not count as service, except for long service leave purposes.

180. An employee will not have their employment terminated on invalidity grounds without their consent before his or her personal leave credits have been exhausted.
181. An employee who has his or her APS employment terminated on the grounds of invalidity, and is subsequently re-engaged as a result of action taken under section 75 of the *Superannuation Act 1976*, and the *Superannuation Act 1990*, is entitled to be credited with personal leave equal to the balance of personal leave at the time of termination.
182. Where an employee does not have an entitlement to paid Personal Leave, they will be entitled to 2 days unpaid leave on each occasion when a member of the employees immediate family or household requires care or support because of:
- (a) a personal illness, or injury, of the member; or
  - (b) an unexpected emergency affecting the member.

#### **ABSENCE FROM DUTY**

183. Employees must advise their Manager as soon as practicable of their absence or intention to be absent.
184. 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 and/or is granted leave. Such absences will not count as service for any purpose.

#### **LONG SERVICE LEAVE**

185. Employees are entitled to long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.
186. The minimum period of absence for which long service leave will be taken is 7 calendar days (at full or half pay). Long service leave cannot be broken with other periods of leave, except as otherwise provided by legislation.

#### **PARENTAL/ADOPTION/FOSTER CARE LEAVE**

187. Employees are entitled to maternity leave in accordance with the *Maternity Leave (Commonwealth Employees) Act 1973*. An employee who is entitled to paid leave under the Maternity Leave Act may elect to spread the payment for the 12 weeks of maternity leave over a period of 24 weeks at half pay. The additional payment beyond the 12 weeks leave will not count as service for any purpose.
188. An employee who is entitled to paid Maternity Leave in accordance with clause 187 will have access to an additional 2 weeks of paid miscellaneous leave. The additional leave can also be taken at half pay (to a maximum of 4 weeks).
189. An eligible employee who becomes the primary care giver of a foster child will be granted paid miscellaneous leave for a period of 14 weeks commencing from the date the foster care arrangement commences. Annual leave, long service leave and unpaid miscellaneous leave will also be granted up to a maximum of 12 months from the date the foster care arrangement commences. This entitlement applies in relation to a child for whom the employee has assumed a long term responsibility arising from the placement of the child by a permanent 'fostering' arrangement:
- (a) by a person/organisation with statutory responsibility for the placement of the child; and
  - (b) where the child is not expected to return to their family,

The 14 weeks paid miscellaneous leave may be taken at half pay (to a maximum of 28 weeks).

190. An eligible employee who will be the primary care giver of an adopted child will be granted paid miscellaneous leave for a period of 14 weeks commencing from the date of adoption. Annual leave, long

service leave and unpaid miscellaneous leave will also be granted up to a maximum of 12 months from the date of adoption of the child. The adopted child must not be a child or step-child of the employee or the employee's partner unless that child has not been in the custody and care of the employee or the employee's partner for a significant period. The 14 weeks paid miscellaneous leave may be taken at half pay (to a maximum of 28 weeks).

191. An eligible employee who becomes the primary care giver of a new born child will be granted paid miscellaneous leave from the date of becoming the primary care giver for a period up to 14 weeks after the birth of the child. Annual leave, long service leave and unpaid miscellaneous leave will also be granted to the primary care giver up to a maximum of 12 months from the date of birth of the child. The period of paid miscellaneous leave may be taken at half pay (to a maximum of 28 weeks).
192. Within 12 months of the birth, adoption or fostering of a child, an employee who is the child's non-primary care giver and stands in a domestic or household relationship with the child is entitled to be granted 2 calendar weeks paid parental leave or, for employees with more than 12 months continuous APS service, 6 calendar weeks paid parental leave. This clause does not apply to employees who are paid miscellaneous leave under clause 191.
193. For the purposes of clauses 189 to 191 an eligible employee is an employee who is not the natural mother of the child and who has at least 12 months continuous APS service at the date the child is born, adopted or placed in foster care.
194. Employees eligible for foster care leave under this agreement can access similar unpaid parental leave to employees entitled to unpaid parental leave and unpaid adoption leave under the *Fair Work Act 2009*.
195. An employee returning to duty from maternity, foster care, adoption or unpaid 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.
196. On ending parental, maternity, adoption or foster care leave, an employee is entitled to return to:
  - (a) the employee's pre-parental/maternity/adoption/foster care leave duties; or
  - (b) if those duties no longer exist – an available position for which the employee is qualified and suited at the same classification and pay as applied pre-parental/maternity leave, Where this is not practical, other duties will be sought, with the redeployment, reduction and redundancy provisions applying to any placement.
197. For the purposes of clause 196 duties means those performed:
  - (a) if the employee was moved to safe duties because of the pregnancy – immediately before the move; or
  - (b) if the employee began working part-time because of the pregnancy – immediately before the part-time employment began; or
  - (c) otherwise – immediately before the employee commenced maternity or parental leave.

## **DEFENCE RESERVE LEAVE**

198. An employee may be granted leave (with or without pay) to enable the employee to fulfil Australian Defence Force (ADF) Reserve and Continuous Full Time Service (CFTS) or Cadet Force obligations.

*Note:* The entitlement to leave for Reserve Service is not prescribed under the Defence Reserve Service (Protection) Act 2001.

199. An employee is entitled to ADF Reserve leave with pay, for up to four weeks during each financial year for the purpose of fulfilling service in the ADF Reserve. These purposes include training and operational duty as required:

- During the employee's first year of ADF Reserve service, a further two weeks paid leave may be granted to facilitate participation in additional ADF Reserve training, including induction requirements.
  - With the exception of the additional two weeks in the first year of service, leave can be accumulated and taken over a period of two years, to enable the employee to undertake training as a member of the ADF Reserves.
  - Employees are not required to pay their tax free ADF Reserve salary to the NHMRC in any circumstances.
200. Defence Reserve leave counts as service for all purposes, except for unpaid leave to undertake Continuous Full time Service (CFTS). Unpaid leave for the purpose of CFTS counts for all purposes except Annual leave
201. Eligible employees may also apply for Annual leave, long service leave, leave without pay, top-up pay or they may use flextime or make up time for the purpose of fulfilling ADF Reserve, CFTS or Cadet Force obligations.
202. Employees are to notify supervisors at the earliest opportunity once the dates for ADF Reserve, CFTS or Cadet Force activities are known and/or changed.

#### **WAR SERVICE SICK LEAVE**

203. Employees with a war-caused condition will accrue a credit of nine weeks on commencement in the APS and an annual credit of three weeks for each year of APS service up to a maximum of nine weeks. Employees will be granted war service sick leave while unfit for duty because of a war-caused injury as determined under the *Veteran's Entitlements Act 1986*.

#### **CULTURAL LEAVE**

204. The CEO may grant leave to employees for ceremonial, religious and other cultural purposes associated with their culture or ethnicity as follows:
- (a) up to two days leave with pay each year to participate in NAIDOC Week activities or other cultural or ceremonial events; and
  - (b) up to three months unpaid leave each year under the miscellaneous leave provisions to fulfill cultural obligations. This leave will not count as service for any purpose.

#### **COMMUNITY SERVICE LEAVE**

205. Employees will be entitled to paid leave for the purposes of engaging in community service activities, including jury service and emergency management activities, as per section 108 of the *Fair Work Act 2009*.
206. For the purposes of clause 205, leave for emergency management purposes encompasses leave for required regular training, all emergency services responses, reasonable travel and rest time and ceremonial duties.

#### **MISCELLANEOUS LEAVE**

207. The CEO may approve miscellaneous leave for purposes not covered by other leave types having regard to the operational requirements of the NHMRC. Miscellaneous leave can be with or without pay.
208. Miscellaneous leave with pay may be approved by the CEO in, but not limited to, the following circumstances:
- Study purposes;

- participation in major sporting events;
  - attendance at proceedings arising from industrial disputation;
  - attendance at industrial proceedings when summonsed as a witness;
  - natural disasters and other emergencies; and
  - for short term volunteer purposes.
209. The CEO may grant miscellaneous leave without pay for any purpose including:
- personal and development training where academic studies are undertaken;
  - days of cultural or religious significance;
  - accompanying a partner on a posting;
  - carer commitments;
  - non-APS work in the interests of the NHMRC;
  - other purposes where other types of paid leave may have been exhausted; or
  - long term volunteer purposes.
210. With the exception of leave for personal and development training, any continuous period of miscellaneous leave without pay greater than 30 calendar days will not count as service for any purpose.
211. Where a former National Institute of Clinical Studies (NICS) employee's combined period of service with NICS and the NHMRC reaches seven years, the employee will be entitled, at their written election, to:
- (a) a number of working days of additional miscellaneous paid leave credits calculated according to the following formula
 
$$\frac{(2556 - a)}{84}$$
 where a = number of calendar days of service of the employee in NHRMC: or
  - (b) payment in lieu of those additional credits, to be paid on the first pay day after the employee reaches the seven years of combined service.
212. Miscellaneous leave will be granted on bereavement/compassionate grounds in accordance with the provisions of the *Fair Work Act 2009*. Where more than two days leave is sought per occasion, the total period of leave granted by the Manager will be determined on a case by case basis.

## PORTABILITY

213. Where an employee moves (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/carers leave (however described) will be recognised, provided there is no break in continuity of service
214. Where an employee is engaged as either an ongoing or non-ongoing APS employee 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/carers leave (however described) will be recognised.

215. For the purpose of clauses 213 and 214:
- (a) 'APS employee' has the same meaning as the *Public Service Act 1999*;
  - (b) 'Parliamentary Service' refers to employment under the *Parliamentary Service Act 1999*.
216. Where a person is engaged as an ongoing employee, and immediately prior to the engagement the person was employed as a non-ongoing APS employee, the CEO may, at the employee's request, recognise any accrued Annual leave and Personal/carers leave (however described), provided there is no break in continuity of service, Any recognised Annual leave excludes any accrued leave paid out on separation.
217. Employees may request that the CEO have their prior service (including service with state and local governments) recognised for long service leave purposes in accordance with the *Long Service Leave Act 1976*.
218. The CEO may, on application, recognise non-APS Commonwealth service for the purposes of calculating personal leave credits subject to the NHMRC's *Leave Guidelines*.
219. Where a period of non-APS Commonwealth service is recognised for personal leave purposes, leave will be credited at the rate of 15 days full pay per annum for service prior to 8 April 1998, and 18 days per annum for service after that date. Any leave taken or paid out in lieu during the period of recognised service will be deducted. If no records are available, a deduction of five days per year of service will be made.

## **PART H REDEPLOYMENT, REDUCTION AND RETIREMENT**

### **EXCESS STAFF**

220. An employee is excess when:

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

221. The powers of the CEO with regard to excess employees allow the CEO to:

- reassign duties to an employee within the NHMRC and determine the place at which the duties are performed;
- reduce the classification level of an employee on the grounds that the employee is excess to the requirements of the NHMRC at the higher classification level;
- move an ongoing employee (with their consent) to the NHMRC from another Agency; and
- terminate the employment of an ongoing employee on the grounds that the employee is excess to the requirements of the NHMRC. Such a termination must be notified in the Gazette.

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

223. Consistent with the APS Redeployment Policy, discussions with the potentially excess employee, and where they choose, their representative, will be held to consider:

- redeployment opportunities for the employee concerned; and
- whether voluntary retirement might be appropriate.

224. Unless a lesser period has been agreed between the CEO and the potentially excess employee, the CEO will not:

- invite the employee referred to above, to accept an offer of voluntary retirement; or
- advise that employee in writing that they are excess;

within one month of the relevant employee being advised in writing of the excess staff situation.

225. The CEO may, prior to the conclusion of these discussions, invite employees who are not potentially excess to express an interest in voluntary retirement, where those retirements would permit the redeployment of employees who are potentially excess. The CEO will not advise an employee that he or she is excess until the discussions referred to in clause 223 have occurred.

226. These redeployment, reduction and retirement provisions do not apply to:

- an employee whose period of probation has not been finalised; or
- non-ongoing staff.

## **VOLUNTARY RETIREMENT**

227. Where the CEO invites an excess employee to do so, the employee will have one month to elect voluntary retirement. The CEO will not give notice of termination under Section 29 of the PS Act on the grounds that the employee is excess to requirements before the end of that period or until such election is received (in circumstances where the election is received before the end of that period).
228. Where an employee has not already received the following information within that month, he or she must be provided information on the:
- amounts of severance pay, payment in lieu of notice, and paid up leave credits;
  - amount of accumulated superannuation contributions;
  - options open to the employee concerning superannuation; and
  - taxation rules applying to the various payments.
229. Staff considering voluntary retirement also have access to financial assistance up to a total maximum of \$500 (inclusive of GST) for financial counselling, and a further \$500 (inclusive of GST) for career counselling where such career counselling is not otherwise provided through the NHMRC's external Employee Assistance Program.
230. Where the employee agrees to be voluntarily retired, and the CEO approves his or her termination under Section 29 of the PS Act, the required notice of termination will be given. The period of notice will be four weeks (or five weeks for a employee over 45 years of age with at least five years of continuous service).
231. Where an employee retires, or is retired, 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 notice period.
232. An employee who agrees to be voluntarily retired, and is terminated by the CEO under Section 29 of the PS Act is entitled to be paid a severance benefit of a sum equal to two weeks salary for each completed year of 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 weeks salary and the maximum is 48 weeks salary.
233. 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 then section 49 (as repealed in 1966) of the repealed *Public Service Act 1922*.
234. Having regard to clause 233, and subject to clauses 232 and 236, service for severance benefit 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 Commonwealth (other than service with a Joint Commonwealth/State body or a body corporate in which the Commonwealth does not have a controlling interest) which is recognised for long service leave purposes;
- service with the Australian Defence Forces;
- APS service immediately preceding deemed resignation under the then Section 49 (as repealed in 1966) of the repealed *Public Service Act 1922*, if the service has not previously been recognised for redundancy pay purposes; and
- service in another organisation where an employee was transferred from the APS to 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.

235. Having regard to clause 234 any period of service which ceased through termination on the following grounds, or on a ground equivalent to any of the following grounds:

- the employee lacks, or has lost, an essential qualification for performing his or her duties; or
- non-performance, or unsatisfactory performance, of duties; or
- inability to perform duties because of physical or mental incapacity; or
- failure to satisfactorily complete an entry level training course; or
- failure to meet a condition imposed under subsection 22(6) of the *Public Service Act 1999*; or
- a breach of the Code of Conduct; or
- on a ground equivalent to a ground listed in subparagraph (a) above under the repealed *Public Service Act 1922*; or
- through voluntary retirement at or above the minimum retiring age applicable to the employee; or
- with the payment of a redundancy benefit or similar payment or an employer-financed retirement benefit;

will not count as service for severance benefit purposes.

236. Absences from work which do not count as service for any purpose will not count as service for severance benefit purposes.

237. Where an employee has worked part time hours during his or her period of service and the employee has less than 24 years full time service, the 2 weeks per year of service that relates to part-time service will be paid on a pro-rata basis as follows:

- Current annual full-time equivalent salary (used for redundancy purposes), divided by full time hours, multiplied by the part-time hours for that part-time period worked.

238. For the purpose of calculating any payment under clause 232, salary will include:

- the employee's salary at the substantive work value level; or

- the salary of the higher 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.

## **INVOLUNTARY RETIREMENT**

239. Where an excess employee has not accepted an offer of voluntary retrenchment, unless he or she agrees otherwise, the excess employee will not have his or her employment terminated by the CEO under Section 29 of the PS Act until the following retention periods have elapsed:
- 13 months where an employee has 20 or more years of service or is over 45 years of age; or
  - seven months for other staff.
240. The retention period will commence on the earlier of the following:
- the day the employee is advised in writing by the CEO that he or she is an excess employee; or
  - one month after the day on which the CEO invites the employee to elect to be voluntarily retired.
241. If an employee is entitled to a redundancy payment in accordance with the National Employment Standards, the relevant period in clause 239 is reduced by the number of weeks redundancy pay that the employee will be entitled to under the National Employment Standard on termination, as at the expiration of the retention period (as adjusted by this clause).
242. During a retention period the CEO will continue to provide appropriate training and take all reasonable steps to find alternative employment for the excess employee, including consideration of options such as reduction of classification.
243. The retention period as provided for in this section will be extended by periods of leave for personal illness or injury, where supported by acceptable medical evidence.
244. The excess employee may request assistance in meeting reasonable travel and incidental expenses incurred in seeking alternative employment where these expenses are not met by the prospective employer.
245. Where the CEO is satisfied that there is insufficient productive work available for the excess employee within the NHMRC during the remainder of the retention period and that there is no reasonable redeployment prospects in the APS:
- the CEO may, with the agreement of the employee, terminate the employee's employment under Section 29 of the PS Act: and
  - upon termination, the employee will be paid a lump sum comprising:
    - The balance of the retention period (as shortened for the NES under clause 241) and this payment will be taken to include the payment in lieu of notice of termination of employment, plus
    - the employee's NES entitlement to redundancy pay.
246. An excess employee will not have their employment terminated where the employee:
- has not been invited to elect to be voluntarily retired; or

- has elected to be voluntarily retired but the CEO has refused to approve it.

247. An excess employee will be given four weeks notice (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 he or she will have their employment terminated, under Section 29 of the PS Act. Wherever possible, the notice period will be concurrent with the retention period.

#### **REDUCTION IN CLASSIFICATION**

248. During a retention period the CEO:

- will continue to take reasonable steps to find alternative employment for the excess employee; and/or
- may, with four weeks notice, reduce the excess employee's classification as a means of securing alternative employment for the excess employee.

249. 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.

## **PART I      WORKFORCE MANAGEMENT**

### **REVIEW OF DECISIONS TO TERMINATE EMPLOYMENT**

250. The sole and exhaustive rights and remedies of an employee in relation to termination of employment are those that the employee has under:
- (a) Part 3-2 of the *Fair Work Act 2009*;
  - (b) other Commonwealth laws (including the Constitution); and
  - (c) at common law.
251. Termination of, or a decision to terminate employment, cannot be reviewed under the dispute prevention and settlement procedures set out in **Part J** of this agreement.
252. Nothing in this agreement prevents the CEO from terminating the employment of an employee for serious misconduct, without further notice or payment in lieu, in accordance with paragraph 123(1)(b) of the *Fair Work Act 2009*, subject to compliance with the procedures established by the CEO for determining whether an employee has breached the APS Code of Conduct under section 15 of the PS Act.

## PART J DISPUTE RESOLUTION PROCEDURE

### DISPUTE RESOLUTION PROCEDURE

253. If a dispute relates to a matter arising under this agreement or the NES, the parties to the dispute must first attempt to resolve the matter at the workplace level by discussions between the employee or employees concerned and the relevant supervisor/manager.
254. If a resolution to the dispute has not been achieved after discussions have been held in accordance with clause 253, the parties to the dispute will endeavour to resolve the dispute in a timely manner either through discussions with more senior levels of management where appropriate or through alternative dispute resolution methods.
255. If discussions at the workplace level do not resolve the dispute, and all appropriate steps have been taken in accordance with clauses 253 and 254, a party to the dispute may refer the matter to Fair Work Australia.
256. Fair Work Australia may deal with the dispute in 2 stages:
- a. Fair Work Australia will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
  - b. if Fair Work Australia are unable to resolve the dispute at the first stage, Fair Work Australia may then:
    - (i) arbitrate the dispute; and
    - (ii) make a determination that is binding on the parties.
- Note* If Fair Work Australia arbitrates the dispute, it may also use the powers that are available to it under the Act. A decision that Fair Work Australia makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Fair Work Act 2009. Therefore, an appeal may be made against the decision.
257. The NHMRC or an employee who is a party to the dispute may appoint another person, organisation or association to accompany and/or represent them for the purposes of this section.
258. Resolution of disputes is to occur in good faith by following the same principles as the good faith bargaining requirements at section 228 of the Fair Work Act 2009.
259. While the parties are trying to resolve the dispute using the procedures in this section:
- (a) 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
  - (b) an employee must comply with a direction given by the CEO to perform other available work at the same workplace, or at another workplace: unless
    - (i) the work is not safe; or
    - (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
    - (iii) the work is not appropriate for the employee to perform; or
    - (iv) there are other reasonable grounds for the employee to refuse to comply with the direction,
260. The parties to the dispute agree to be bound by a decision made by Fair Work Australia in accordance with this section.

## ATTACHMENT A

### Principles relating to workplace delegates

1. The role of union workplace delegates and other elected union representatives is to be respected and facilitated.
2. The NHMRC and union workplace delegates must deal with each other in good faith.
3. In discharging their representative roles at the workplace level, the rights of union workplace delegates include but are not limited to:
  - the right to be treated fairly and to perform their role as workplace delegates without any discrimination in their employment;
  - recognition by the NHMRC that endorsed workplace delegates speak on behalf of their members in the workplace;
  - the right to participate in collective bargaining on behalf of those who they represent, as per the Fair Work Act;
  - the right to reasonable paid time to provide information to and seek feedback from employees in the workplace on workplace relations matters at the NHMRC during normal working hours;
  - the right to email employees in their workplace to provide information and seek feedback, subject to individual employees exercising a right to 'opt out';
  - undertaking their role and having union representation on the NHMRC's Staff Consultative Forum;
  - reasonable access to NHMRC facilities (including telephone, facsimile, photocopying, internet and email facilities, meeting rooms, lunch rooms, tea rooms and other areas where employees meet) for the purpose of carrying out work as a delegate and consulting with members and other interested employees and the union, subject to NHMRC policies and protocols;
  - the right to address new employees about union membership at the time they enter employment;
  - the right to consultation, and access to relevant information about the workplace and the NHMRC; and
  - the right to reasonable paid time to represent the interests of members to the employer and industrial tribunals.
4. In discharging any roles that may involve undertaking union business, the rights of union workplace delegates include but are not limited to:
  - reasonable paid time during normal working hours to consult with other delegates and union officials in the workplace, and receive advice and assistance from union staff and officials in the workplace;
  - reasonable access to appropriate training in workplace relations matters including training provided by a union;
  - reasonable paid time off to represent union members in the NHMRC at relevant union forums.
5. In exercising their rights, workplace delegates and unions will consider operational issues, NHMRC policies and guidelines and the likely affect on the efficient operation of the NHMRC and the provision of services by the Commonwealth.
6. For the avoidance of doubt, elected union representatives include APS employees elected to represent union members in representative forums, including, for example, CPSU Section Secretaries, Governing Councillors and Section Councillors, and APESMA Government Division Committee members.

## ATTACHMENT B

### Salary tables

#### APS Levels Salary Structure

Classification	current	Jul-11 * 3%	05-Jul-12 3%	04-Jul-13 3%
EL2	\$ 121,132	\$ 124,766	\$ 128,509	\$ 132,364
	\$ 115,317	\$ 118,777	\$ 122,340	\$ 126,010
	\$ 111,591	\$ 114,939	\$ 118,387	\$ 121,938
	\$ 102,311	\$ 105,380	\$ 108,542	\$ 111,798
EL1	\$ 97,838	\$ 100,773	\$ 103,796	\$ 106,910
	\$ 93,933	\$ 96,751	\$ 99,654	\$ 102,643
	\$ 89,485	\$ 92,170	\$ 94,935	\$ 97,783
	\$ 85,755	\$ 88,580	\$ 91,237	\$ 93,975
APS6	\$ 78,724	\$ 81,086	\$ 83,518	\$ 86,024
	\$ 77,001	\$ 79,311	\$ 81,690	\$ 84,141
	\$ 73,166	\$ 75,361	\$ 77,622	\$ 79,950
	\$ 69,782	\$ 71,875	\$ 74,032	\$ 76,253
APS5	\$ 66,765	\$ 68,768	\$ 70,831	\$ 72,956
	\$ 64,977	\$ 66,926	\$ 68,934	\$ 71,002
	\$ 63,257	\$ 65,155	\$ 67,109	\$ 69,123
APS4	\$ 61,450	\$ 63,294	\$ 65,192	\$ 67,148
	\$ 59,758	\$ 61,551	\$ 63,397	\$ 65,299
	\$ 58,159	\$ 59,904	\$ 61,701	\$ 63,552
APS3	\$ 56,898	\$ 58,605	\$ 60,363	\$ 62,174
	\$ 54,316	\$ 55,945	\$ 57,624	\$ 59,353
	\$ 52,786	\$ 54,370	\$ 56,001	\$ 57,681
	\$ 51,333	\$ 52,873	\$ 54,459	\$ 56,093
APS2	\$ 48,473	\$ 49,927	\$ 51,425	\$ 52,968
	\$ 47,126	\$ 48,540	\$ 49,996	\$ 51,496
	\$ 45,751	\$ 47,124	\$ 48,537	\$ 49,993
	\$ 44,420	\$ 45,753	\$ 47,125	\$ 48,539
APS1	\$ 42,683	\$ 43,963	\$ 45,282	\$ 46,641
	\$ 40,697	\$ 41,918	\$ 43,175	\$ 44,471
	\$ 39,351	\$ 40,532	\$ 41,747	\$ 43,000
	\$ 38,006	\$ 39,146	\$ 40,321	\$ 41,530
At 20 years	\$ 34,585	\$ 35,623	\$ 36,691	\$ 37,792
At 19 years	\$ 30,785	\$ 31,709	\$ 32,660	\$ 33,640
At 18 years	\$ 26,604	\$ 27,402	\$ 28,224	\$ 29,071
Under 18 years	\$ 22,804	\$ 23,488	\$ 24,193	\$ 24,919
GAPS	\$ 48,473	\$ 49,927	\$ 51,425	\$ 52,968

\* from first payday after commencement of the Agreement

Note: Jul-11 pay increase for EL1 base pay point applied after salary adjustment to \$86,000

### Medical Officer Salary Structure

Classification	current	Jul-11 * 3%	05-Jul-12 3%	04-Jul-13 3%
Medical Officer Class 4	\$ 145,502	\$ 149,867	\$ 154,363	\$ 158,994
	\$ 137,340	\$ 141,460	\$ 145,704	\$ 150,075
	\$ 132,189	\$ 136,155	\$ 140,239	\$ 144,446
Medical Officer Class 3	\$ 126,917	\$ 130,725	\$ 134,646	\$ 138,686
	\$ 121,217	\$ 124,854	\$ 128,599	\$ 132,457
Medical Officer Class 2	\$ 114,225	\$ 117,652	\$ 121,181	\$ 124,817
	\$ 108,410	\$ 111,662	\$ 115,012	\$ 118,463
Medical Officer Class 1	\$ 99,068	\$ 102,040	\$ 105,101	\$ 108,254
	\$ 89,746	\$ 92,438	\$ 95,212	\$ 98,068
	\$ 83,388	\$ 85,890	\$ 88,466	\$ 91,120
	\$ 76,976	\$ 79,285	\$ 81,664	\$ 84,114

\* from first payday after commencement of the Agreement

### Legal Salary Structure

Local Title	Classification	current	Jul-11 * 3%	05-Jul-12 3%	04-Jul-13 3%
Legal 2	Executive Level 2	\$121,984	\$125,644	\$129,413	\$133,295
		\$118,253	\$121,801	\$125,455	\$129,218
		\$111,685	\$115,036	\$118,487	\$122,041
Legal 1	Executive Level 1	\$103,826	\$106,941	\$110,149	\$113,453
		\$ 94,194	\$ 97,020	\$ 99,930	\$102,928
		\$ 85,755	\$ 88,580	\$ 91,237	\$ 93,975
	APS 6	\$ 76,700	\$ 79,001	\$ 81,371	\$ 83,812
		\$ 72,663	\$ 74,843	\$ 77,088	\$ 79,401
		\$ 68,626	\$ 70,685	\$ 72,805	\$ 74,989
	APS 5	\$ 64,589	\$ 66,527	\$ 68,522	\$ 70,578
	APS 4	\$ 60,552	\$ 62,369	\$ 64,240	\$ 66,167
	APS 3	\$ 56,515	\$ 58,210	\$ 59,957	\$ 61,755

\* from first payday after commencement of the Agreement

Note: Jul-11 pay increase for Legal 1 EL1 base pay point applied after salary adjustment to \$86,000

### Professional 1 Salary Structure

Local Title	Classification	current	Jul-11 * 3%	05-Jul-12 3%	04-Jul-13 3%
Professional 1	APS 5	\$ 66,765	\$ 68,768	\$ 70,831	\$ 72,956
		\$ 64,977	\$ 66,926	\$ 68,934	\$ 71,002
	APS 4	\$ 59,758	\$ 61,551	\$ 63,397	\$ 65,299
	APS 4 #	\$ 58,159	\$ 59,904	\$ 61,701	\$ 63,552
	APS 3 ##	\$ 54,316	\$ 55,945	\$ 57,624	\$ 59,353
	APS 3	\$ 52,786	\$ 54,370	\$ 56,001	\$ 57,681

# Salary on commencement for a 4 year degree

## Salary on commencement for a 3 year degree

\* from first payday after commencement of the Agreement

### Public Affairs Salary Structure

Local Title	Classification	current	Jul-11 * 3%	05-Jul-12 3%	04-Jul-13 3%
Senior Public Affairs 2	Executive Level 2	\$121,010	\$124,640	\$128,380	\$132,231
		\$117,276	\$120,794	\$124,418	\$128,151
Senior Public Affairs 1	Executive Level 2	\$111,591	\$114,939	\$118,387	\$121,938
Public Affairs 3	Executive Level 1	\$103,834	\$106,949	\$110,157	\$113,462
		\$ 97,033	\$ 99,944	\$102,942	\$106,031
		\$ 90,803	\$ 93,527	\$ 96,333	\$ 99,223
Public Affairs 2	APS 6	\$ 78,806	\$ 81,170	\$ 83,605	\$ 86,113
		\$ 73,166	\$ 75,361	\$ 77,622	\$ 79,950
		\$ 69,782	\$ 71,875	\$ 74,032	\$ 76,253
Public Affairs 1	APS5	\$ 66,765	\$ 68,768	\$ 70,831	\$ 72,956
		\$ 64,977	\$ 66,926	\$ 68,934	\$ 71,002
	APS 4	\$ 61,450	\$ 63,294	\$ 65,192	\$ 67,148
	APS 4 #	\$ 58,159	\$ 59,904	\$ 61,701	\$ 63,552

# this is generally reserved for staff with less than two years experience

\* from first payday after commencement of the Agreement

### Research Scientist Salary Structure

Local Title	Classification	current	Jul-11 * 3%	05-Jul-12 3%	04-Jul-13 3%
Senior Principal Research Scientist	Executive Level 2	\$152,640	\$ 157,219	\$161,936	\$166,794
		\$137,838	\$ 141,973	\$146,232	\$150,619
Principal Research Scientist	Executive Level 2	\$132,885	\$ 136,872	\$140,978	\$145,207
		\$128,062	\$ 131,904	\$135,861	\$139,937
		\$124,535	\$ 128,271	\$132,119	\$136,083
Senior Research Scientist	Executive Level 2	\$121,132	\$ 124,766	\$128,509	\$132,364
		\$115,317	\$ 118,777	\$122,340	\$126,010
		\$111,591	\$ 114,939	\$118,387	\$121,938
		\$102,311	\$ 105,380	\$108,542	\$111,798
Research Scientist	Executive Level 1	\$ 97,838	\$ 100,773	\$103,796	\$106,910
		\$ 93,933	\$ 96,751	\$ 99,654	\$102,643
		\$ 85,755	\$ 88,580	\$ 91,237	\$ 93,975
	APS 6	\$ 78,724	\$ 81,086	\$ 83,518	\$ 86,024
		\$ 73,166	\$ 75,361	\$ 77,622	\$ 79,950
		\$ 69,782	\$ 71,875	\$ 74,032	\$ 76,253

\* from first payday after commencement of the Agreement

Note: Jul-11 pay increase for Research Scientist EL1 base pay point applied after salary adjustment to \$86,000

## Attachment C – Recognition of allowances for particular purposes.

	Counts as salary for superannuation purposes	Counts towards salary for calculation of overtime	Payable during long service leave	Payable during annual leave	Reduced pro rata during period of half pay leave (if payable during leave)	Included in income maintenance for excess and potentially excess staff	Included in salary for calculation of retrenchment severance payments	Included in salary for payment in lieu of notice of termination of employment	Payment in lieu of long service leave	Payment in lieu of annual leave
Higher duties allowance	@	✓	*	*	✓	@	@	@	#	^
Medical Officer Professional Development Allowance	X	X	X	X	X	X	X	X	X	X
Workplace Responsibility Allowance	✓	X	*	*	*	X	X	✓	X	X
Restriction Allowance	@	X	X	X	X	*	X	*	X	X
Departmental Liaison Officer Allowance	✓	X	*	*	✓	✓	X	X	X	X
Disruption Allowance	X	X	X	X	X	X	X	✓	X	X

### Key

✓	Yes
#	Yes, if continuous HDA for greater than 12 months.
^	Yes, if on HDA on last day of service.
X	No
@	Yes, subject to a qualifying period in accordance with the Superannuation (CSS/PSS) Salary Regulations 1978, unless indicated otherwise in this agreement.
*	Yes, subject to certain conditions.

# Signature page

Enterprise agreement of the National Health and Medical Research Council entitled

## **'National Health and Medical Research Council Enterprise Agreement 2011 – 2014'**

### **Signed**

By signing below, the employer and the parties bound by the enterprise agreement signify their agreement to its terms.

#### **On behalf of the Chief Executive Officer of the National Health and Medical Research Council**

\_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Full name of authorised person                      Signature                      Date

#### **On behalf of the Community and Public Sector Union (CPSU)**

\_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Full name of authorised person                      Signature                      Date

#### **On behalf of the Australian Manufacturing Workers' Union (AMWU)**

\_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Full name of authorised person                      Signature                      Date