

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.

National Health and Medical Research Council Enterprise Agreement 2024-2027

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Section 1 - Technical matters

Title

1. This agreement will be known as the National Health and Medical Research Council Enterprise Agreement 2024-2027.

Parties to the agreement

2. This agreement covers:
 - 2.1 the Chief Executive Officer (CEO), for and on behalf of the Commonwealth of Australia as the employer
 - 2.2 all employees in the National Health and Medical Research Council (NHMRC) employed under the PS Act other than Senior Executive Service employees or equivalent, and
 - 2.3 subject to notice being given in accordance with section 183 of the FW Act, the following employee organisation which was a bargaining representative for this agreement:
 - 2.3.1 Community and Public Sector Union (CPSU).

Operation of the agreement

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

Delegations

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

National Employment Standard (NES) precedence

6. The terms of this agreement are intended to apply in a manner that does not derogate from the NES. The NES will continue to apply to the extent that any term of this agreement is detrimental to an employee of NHMRC in any respect when compared with the NES.

Closed comprehensive agreement

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

Individual flexibility arrangements

10. NHMRC and an employee covered by this agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - 10.1. the agreement deals with one or more of the following matters:
 - 10.1.1. arrangements about when work is performed
 - 10.1.2. overtime rates
 - 10.1.3. penalty rates
 - 10.1.4. allowances
 - 10.1.5. remuneration, and
 - 10.1.6. leave and leave loading, and
 - 10.2. the arrangement meets the genuine needs of NHMRC and employee in relation to one or more of the matters mentioned in clause 10.1, and
 - 10.3. the arrangement is genuinely agreed to by NHMRC and employee.
11. NHMRC must ensure that the terms of the individual flexibility arrangement:
 - 11.1. are about permitted matters under section 172 of the FW Act
 - 11.2. are not unlawful terms under section 194 of the FW Act, and
 - 11.3. result in the employee being better off overall than the employee would be if no arrangement was made.
12. NHMRC must ensure that the individual flexibility arrangement:
 - 12.1. is in writing
 - 12.2. includes the name of NHMRC and employee
 - 12.3. is signed by NHMRC and employee and, if the employee is under 18 years of age, signed by a parent or guardian of the employee, and
 - 12.4. includes details of:
 - 12.4.1. the terms of the enterprise agreement that will be varied by the arrangement
 - 12.4.2. how the arrangement will vary the effect of the terms
 - 12.4.3. how the employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement, and
 - 12.5. states the day on which the arrangement commences.
13. NHMRC must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
14. NHMRC or employee may terminate the individual flexibility arrangement:
 - 14.1. by giving no more than 28 days written notice to the other party to the arrangement, or
 - 14.2. if NHMRC and employee agree in writing – at any time.
15. NHMRC and the employee are to review the individual flexibility arrangement at least every 12 months.

Definitions

16. The following definitions apply to this agreement:

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

Agreement means the National Health and Medical Research Council Enterprise Agreement 2024 - 2027.

APS means the Australian Public Service.

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

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

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

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

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

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

Classification or classification level means the approved classifications as defined by the *Public Service Classification Rules 2000*.

Chief Executive Officer or CEO means the person performing the duties of the office of the Chief Executive Officer of NHMRC or the CEO's delegate.

Child means a biological child, adopted child, foster child, step child, or ward.

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

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

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

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

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

Family means:

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

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

Full time employee means an employee employed to work an average of 37 hours and 30 minutes per week in accordance with this agreement, or an average of 150 hours over a 4 week settlement period.

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

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

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

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

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

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

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

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

Partner means a spouse or de facto partner, or a former spouse or de facto partner.

Part-time employee means an employee employed to work less NHMRC's standard working hours of 37 hours and 30 minutes per week, which may include an average over a 4 week settlement period, in accordance with this agreement.

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

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

Relevant employee means an affected employee.

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

Usual location of work

17. An employee's standard place of work will be the designated office location identified in the employee's letter of offer or other engagement documentation. If no designated office location was specified on engagement, the CEO may specify a designated office location by advising the employee in writing.
18. NHMRC and the employee may agree to vary the employee's location of work on a temporary or permanent basis.
19. If an employee's standard location of work is changed on a temporary basis, NHMRC will provide the employee with as much prior notice as practicable in the circumstances.

Section 2: Remuneration

Salary

20. Salary rates will be as set out in Attachment A – Base salaries of this agreement.
21. The base salary rates in Attachment A – Base salaries include the following increases:
 - 21.1. 4.0 per cent from the first full pay period on or after 1 March 2024 (14 March 2024)
 - 21.2. 3.8 per cent from the first full pay period on or after 1 March 2025 (13 March 2025), and
 - 21.3. 3.4 per cent from the first full pay period on or after 1 March 2026 (12 March 2026).
22. In recognition of a common alignment date of the first full pay period on or after 1 March each year, the base salary rates in Attachment A – Base salaries were calculated based on base salary rates as at 31 August 2023.

Payment of salary

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

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

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

Salary setting

24. Where an employee is engaged, moves to or is promoted in NHMRC, the employee's salary will be paid at the minimum of the salary range of the relevant classification, unless the CEO determines a higher salary within the relevant salary range under these provisions.
25. Unless the CEO determines a higher salary, an existing APS employee who moves to NHMRC at the same classification level, and whose substantive salary prior to the move was less than the top point of NHMRC's salary range, will be paid at the equivalent or next higher pay point.
26. The CEO may determine the payment of salary at a higher value within the relevant salary range of the relevant classification and the date of effect at any time.
27. In determining a salary under these provisions, the CEO will have regard to a range of factors (as relevant) including the employee's experience, qualifications and skills.
28. Where an employee commences ongoing employment in NHMRC immediately following a period of non-ongoing employment in NHMRC, the CEO will determine the employee's salary within the relevant salary range of the relevant classification which recognises the employee's prior service as a non-ongoing employee in NHMRC.
29. Where an employee commences ongoing employment in NHMRC immediately following a period of casual employment in NHMRC, the CEO will determine the employee's salary within the relevant salary range of the relevant classification which recognises the employee's prior service as a casual employee in NHMRC.
30. Where an APS employee moves to NHMRC at level from another APS agency, and their salary is above the maximum of the salary range for their classification, the CEO will maintain the employee's salary at that level, until it is absorbed into the salary range for that classification.

31. Where the CEO determines that an employee's salary has been incorrectly set, the CEO may determine the correct salary and the date of effect.
32. Where an employee requests or agrees in writing to perform work at a lower classification level, including through redeployment, they will be paid salary at the highest pay point of the lower classification for the period of the reassignment.
33. Where an employee is reassigned to a lower classification as a consequence of a breach of the code of conduct or underperformance, salary will be paid at the minimum pay point of the salary range applicable to the classification unless the CEO approves payment of a higher salary.

Incremental advancement

34. For an employee who is below the maximum pay point of their classification level, salary advancement will occur from the beginning of the first full pay period commencing on or after 1 August each year subject to:
 - 34.1. completion of the requirements of the performance and development program, and
 - 34.2. 6 months of aggregate eligible service in NHMRC at or above the relevant classification level during the most recent annual performance management cycle. If an employee has less than 6 months of aggregate eligible service, the CEO may exercise their discretion to determine a higher salary under the salary setting clause in this Agreement, and
 - 34.3. performance being assessed as Satisfactory or Meeting expectations at the end of the most recent performance and development review cycle.
35. Eligible service for salary progression will include:
 - 35.1. periods of paid leave and unpaid parental leave
 - 35.2. periods of unpaid leave that count as service, and
 - 35.3. service while employed on a non-ongoing basis.
36. During a period of unpaid parental leave employees will be eligible to advance a maximum of one increment, regardless of the length of unpaid parental leave.
37. Employees who are acting at a higher classification, and satisfy other eligibility criteria, will be eligible for salary progression at both their substantive and acting classifications.
38. Salary progression while acting at a higher classification will be retained for future acting duties at, or promotion to, that classification regardless of elapsed time.

Superannuation

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

Method for calculating superannuation salary

42. NHMRC will provide an employer contribution of 15.4 per cent of the employee's Fortnightly Contribution Salary (FCS) for employees in the Public Sector Superannuation Accumulation Plan (PSSap) and employees in other accumulation superannuation funds.
43. Employer contributions will be made for all employees covered by this agreement.

44. Employer contributions will not be reduced by any other contributions made through salary sacrifice arrangements.

Payment during unpaid parental leave

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

Salary packaging

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

Overpayments

49. An overpayment occurs if the CEO (or NHMRC) provides an employee with an amount of money to which the employee was not entitled (including but not limited to salary, entitlements, allowances, travel payment and/or other amount payable under this agreement).
50. Where the CEO considers that an overpayment has occurred, the CEO will provide the employee with notice in writing. The notice will provide details of the overpayment.
51. If an employee disagrees that there has been an overpayment including the amount of the overpayment, they will advise the CEO in writing within 28 calendar days of receiving the notice. In this event, no further action will be taken until the employee's response has been reviewed.
52. If after considering the employee's response (if any), the CEO confirms that an overpayment has occurred, the overpayment will be treated as a debt to the Commonwealth that must be repaid to NHMRC in full by the employee.
53. The CEO and the employee will discuss a suitable recovery arrangement. A recovery arrangement will take into account the nature and amount of the debt, the employee's financial circumstances and any potential hardship to the employee. The arrangement will be documented in writing.
54. NHMRC and employee may agree to make a deduction from final monies where there is an outstanding payment upon cessation of employment.
55. Interest will not be charged on overpayments.
56. Nothing in clause 49 to 55 prevents:
 - 56.1. NHMRC from pursuing recovery of the debt in accordance with an Accountable Authority Instruction issued under the *Public Governance, Performance and Accountability Act 2013*
 - 56.2. NHMRC from pursuing recovery of the debt through other available legal avenues, or
 - 56.3. the employee or NHMRC from seeking approval to waive the debt under the *Public Governance, Performance and Accountability Act 2013*.

Supported wage system

57. An employee may be paid a percentage of the relevant pay rate for their classification in line with their assessed capacity to do the work if they:
 - 57.1. have a disability
 - 57.2. meet the criteria for a Disability Support Pension, and
 - 57.3. are unable to perform duties to the capacity required.
58. Specific conditions relating to the supported wage system are detailed in Attachment B – Supported Wage System.

Section 3: Allowances and reimbursements

Higher duties allowance

59. Where a role needs to be filled for a period exceeding 5 consecutive working days, higher duties allowance will be paid to any employee temporarily occupying the role acting at a classification level higher than their substantive classification level.
60. For the purpose of clause 59, 'period exceeding 5 consecutive working days' means periods of higher duties unbroken by working days at substantive level; or a broken pattern of higher duties in excess of five consecutive working days as approved by the CEO.
61. Higher duties allowance will be equal to the difference between the employee's current salary and the salary that would be payable if they were promoted to the higher classification level, or a higher amount determined by the CEO.
62. Where an employee is found to be eligible for salary progression at their acting classification level they will receive an appropriate increase in the rate of higher duties allowance. The employee's salary level will be retained for all future periods of acting regardless of elapsed time.
63. An employee temporarily performing duties at a higher classification level which is granted paid leave or who observes a public holiday will continue to receive payment at the higher classification level during their absence until the date on which the employee would have ceased working at that classification level had the employee not been absent.
64. Where an employee is assigned only part of the higher duties, the CEO will determine the amount of allowance payable.
65. Higher duties allowance will be payable while an employee is acting at a higher classification level as part of a job sharing arrangement where the duration of the arrangement exceeds 5 consecutive working days.
66. The CEO may shorten the qualifying period for higher duties allowance on a case-by-case basis.

Allowances

Workplace responsibility allowances

67. A workplace responsibility allowance will be paid where the CEO appoints an employee to one of the following roles:
 - 67.1. First Aid Officer
 - 67.2. Health and Safety Representative
 - 67.3. Emergency Warden
 - 67.4. Harassment Contact Officer, and
 - 67.5. Mental Health First Aid Officer.
68. An employee is not to receive more than one workplace responsibility allowance unless approved by the CEO due to operational requirements.
69. As a salary-related allowance, the value will continue to be increased in line with headline wage increases. These increases are incorporated in the minimum rates in the table below.

70. The rate will be:

Role	Rate from commencement of the agreement	Rate from 13 March 2025	Rate from 12 March 2026
First Aid Officer	\$39.79 per fortnight	\$41.30 per fortnight	\$42.70 per fortnight
Other eligible roles	\$30.51 per fortnight	\$31.67 per fortnight	\$32.75 per fortnight

71. The full allowance is payable regardless of flexible work and part-time arrangements.
72. An employee's physical availability to undertake the role will be considered by NHMRC when appointing and reappointing employees to these roles. This is noting that not all workplace responsibility roles will necessarily require a physical presence in the workplace for the role to be successfully undertaken, such as Harassment Contact Officers, Mental First Aid Officers and Health and Safety Representatives depending on work group arrangements.
73. Casual employees who are eligible to receive a workplace responsibility allowance will be paid the full amount, as varied from time to time, provided they engage in work during any given pay cycle, irrespective of the frequency and duration of the work undertaken.

Community language allowance

74. A community language allowance will be paid where the CEO determines that an employee is regularly required to use their ability to communicate in Braille or a language other than English (including First Nations languages and AUSLAN) in the course of their work, and the employee meets the required level of competency set by the CEO. Further information is included in policy.
75. The allowance is paid in accordance with the employee's level of competency:

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

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

Overtime meal allowance

80. Where an APS6 or below employee is directed to work overtime for a period of at least 3 hours, the employee will receive a meal allowance.
81. Where an employee works a further 5 hours overtime on Saturday, Sunday or public holiday they will receive an additional meal allowance.
82. The meal allowance rate will be in accordance with the relevant Australian Taxation Office Determination.

Travel and motor vehicle allowance

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

Section 4: Classifications and broadbands

Graduates

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

Cadet APS employees

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

Trainee APS (Administrative) employees

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

Work Level Standards

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

Section 5: Working hours and arrangements

Job security

Commitment to ongoing employment and rebuilding APS capacity

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

Reporting

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

Pathways to permanency

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

Casual (irregular or intermittent) employment

93. A casual (irregular or intermittent) employee is defined in the definitions section.
94. A decision to expand the use of casual employees is subject to consultation at clauses 338 to 354 of this agreement.
95. NHMRC will regularly review the working arrangements of casual employees to assess if they are genuinely performing irregular or intermittent duties, and report de-identified outcomes to the consultative committee, where one is in place.
96. Remuneration for casual employees is on an hourly basis. A casual employee will receive a 25 per cent loading on the base hourly rate of their classification as set out in this agreement.
97. The casual loading is paid in lieu of payment for public holidays not worked, notice of termination of employment, redundancy benefits and all paid leave entitlements, other than leave required by legislation including long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976* and leave for family and domestic violence support.
98. A casual employee will be engaged for a minimum of 3 hours per engagement or shall be paid for a minimum of 3 hours at the appropriate casual rate.
99. A casual employee who is eligible for a Workplace Responsibility Allowance will be paid the full amount.

Non-ongoing employment

100. A non-ongoing employee is defined in the definitions section.
101. Non-ongoing employees will generally have the same terms and conditions of employment as ongoing employees under this agreement's terms, except:
 - 101.1. personal/carer's leave accrual at clause , and
 - 101.2. redundancy provisions at clause 388, subject to clause 102.
102. If the non-ongoing employee's contract is not permitted by section 333E of the FW Act, then the redundancy provisions at clauses 388 to 403 will apply.

103. If the redundancy provisions apply to an employee under clause 102, NHMRC must adhere to the consultation requirements at Section 10 and, where applicable, clauses 388 to 403 of this agreement.

Working hours

104. All employees are required to maintain a record of attendance.
105. A standard day for full time employees is:
- 105.1. 8:30 am to 12:30 pm and 1:30 pm to 5:00 pm, or
 - 105.2. 7.5 hours within the bandwidth of 7am to 7pm, Monday to Friday as agreed by NHMRC in consultation with the employee, and
 - 105.3. ordinary hours are 150 hours over a 4-week settlement period.
106. For part time employees the hours and days of work will be as determined by NHMRC in consultation with the employee.
107. Employees must take a meal break of at least 30 minutes after 5 consecutive hours of work. The maximum number of agreed ordinary working hours to be worked in a single day is 10 hours, unless also working overtime.

Part time employees

108. Employees engaged on a full-time basis will not be compelled to convert to part-time employment.
109. Employees engaged on a part-time basis will not be compelled to convert to full-time employment.
110. If a full time employee initiates part time work, the employee will have the right to revert to full time employment at the expiry of the agreed period. A new agreement to continue part time work arrangements or a reversion to full time hours before the expiry of the agreed period, will be considered having regard to reasonable business grounds.
111. The part time hours and days of work will be determined by the manager in consultation with the employee. An employee, with the agreement of their manager, may vary the agreed hours of work.
112. Remuneration and other employment benefits that are not expense related will be calculated on a pro rata basis for part time employees.

Flex for APS 1-6 classifications

113. Flextime is available to all employees below Executive Level 1.
114. An employee's pattern of hours should be agreed between the employee and their manager. Agreed hours may be varied from time to time by either the manager or employee to accommodate operational or personal requirements. In the event that agreement cannot be reached, a manager may direct an employee to work a standard day.
115. A flextime credit occurs where an employee accumulates hours in excess of ordinary hours. An employee may only carry over more than 37.5 hours flextime credit into the next settlement period, where the manager expressly agreed to the additional hours being worked to achieve operations. The employee and their manager will identify, discuss and implement appropriate actions to reduce the flextime credit during the next settlement period.
116. Where excess carry-over of flextime is approved by the manager under clause 115, and at the request of the employee, flextime credits exceeding 45 hours will be cashed out at ordinary

time rates in consultation with the employee. An excess credit situation should only occur in exceptional, non-enduring circumstances to meet urgent operational business requirements.

117. A flextime debit occurs when the employee works less time than their ordinary hours. Where an employee exceeds the maximum 10 hours flextime debit at the end of 2 consecutive settlement periods, the amount of flextime debit that exceeds 10 hours must be acquitted using either Miscellaneous Leave without pay or accessing Annual Leave, if agreed.
118. Any flex credits outstanding at cessation of employment with the NHMRC will be paid out to the employee at ordinary time rates. Any flex debits outstanding at cessation will be recovered as part of the termination payment.
119. The manager may direct that flextime does not apply to an employee or a team:
 - 119.1. where there is insufficient work
 - 119.2. no mutual agreement between the parties can be reached on the flextime arrangement
 - 119.3. due to operational requirements
 - 119.4. where an employee does not adhere to the flextime requirements, or
 - 119.5. where the employee's manager reasonably considers the employee's attendance is unsatisfactory.

Executive Level Time Office in Lieu (EL TOIL)

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

Overtime and restriction

127. Overtime is work performed by an APS6 or below employee at the direction of their manager that is:
 - 127.1. on a weekend or public holiday, or
 - 127.2. on any one normal working day that is outside the bandwidth, 7am to 7pm, or in excess of 9 hours 30 minutes within the bandwidth.

128. Where a period of overtime is not continuous with ordinary time work, the minimum payment, or time off in lieu will be 4 hours. When determining, whether a period is continuous with ordinary time work, the taking of a meal break is not regarded as breaking continuity.
129. Time off in lieu (TOIL) is the standard form of recompense for all overtime. Managers will authorise payment for overtime where it is unlikely that an employee will be able to take TOIL within 2 months of the overtime having been performed, or where the employee requests payment to meet costs incurred as a result of having performed the overtime.
130. TOIL or payment is calculated as follows:
 - 130.1. Monday to Saturday – one and a half times the hourly rate
 - 130.2. Sunday – double the hourly rate
 - 130.3. Public holiday - two and a half times the hourly rate, and
 - 130.4. Annual closedown – one and a half times the hourly rate.

Restriction duty

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

Recall to duty

134. APS6 or below employee that has been recalled to work at any time will be paid overtime in accordance with the rates set out in clause 130:
 - 134.1. for a minimum of one hour where the employee performs duties but is not required to travel to the workplace, or
 - 134.2. for a minimum of 3 hours, including travel time, where the employee is required to perform duties at the workplace.
135. This provision should only be used in emergencies or as a last resort.

Flexible working arrangements

136. NHMRC, employees and their union recognise:
 - 136.1. the importance of an appropriate balance between employees' personal and working lives, and the role flexible working arrangements can play in helping to achieve this balance
 - 136.2. access to flexible work can support strategies to improve diversity in employment and leadership in the APS
 - 136.3. access to flexible work supports APS capability, and can assist in attracting and retaining the employees needed to deliver for the Australian community, including employees located at a wider range of locations
 - 136.4. that flexibility applies to all roles in NHMRC, and different types of flexible working arrangements may be suitable for different types of roles or circumstances, and

- 136.5. requests for flexible working arrangements are to be considered on a case-by-case basis, with a bias towards approving requests.
- 137. NHMRC is committed to engaging with employees and their union to build a culture that supports flexible working arrangements across NHMRC at all levels. This may include developing and implementing strategies through NHMRC's consultative committee.
- 138. Flexible working arrangements include, but are not limited to, changes in hours of work, changes in patterns of work and changes in location of work.

Requesting formal flexible working arrangements

- 139. The following provisions do not diminish an employee's entitlement under the NES.
- 140. An employee may make a request for a formal flexible working arrangement.
- 141. The request must:
 - 141.1. be in writing
 - 141.2. set out details of the change sought (including the type of arrangement sought and the proposed period the arrangement will operate for), and
 - 141.3. set out the reasons for the change, noting the reasons for the change may relate to the circumstances set out at section 65(1A) of the FW Act.
- 142. The CEO must provide a written response to a request within 21 days of receiving the request.
- 143. The response must:
 - 143.1. state that the CEO approves the request and provide the relevant detail in clause 144, or
 - 143.2. if following discussion between NHMRC and the employee, NHMRC and the employee agree to a change to the employee's working arrangements that differs from that set out in the request – set out the agreed change; or
 - 143.3. state that the CEO refuses the request and include the following matters;
 - 143.3.1. details of the reasons for the refusal, and
 - 143.3.2. set out NHMRC's particular business grounds for refusing the request, explain how those grounds apply to the request, and
 - 143.3.3. either:
 - 143.3.3.1. set out the changes (other than the requested change) in the employee's working arrangements that would accommodate, to any extent, the employee's circumstances outlined in the request and that NHMRC would be willing to make, or
 - 143.3.3.2. state that there are no such changes, and
 - 143.3.4. state that a decision to refuse the request, or failure to provide a written response within 21 days is subject to the dispute resolution procedures of the enterprise agreement, and if the employee is an eligible employee under the FW Act, the dispute resolution procedures outlined in section 65B and 65C of the FW Act.
- 144. Where the CEO approves the request this will form an arrangement between NHMRC and the employee. Each arrangement must be in writing and set out:
 - 144.1. any security and work health and safety requirements
 - 144.2. a review date (subject to clause 148), and

- 144.3. the cost of establishment (if any).
- 145. The CEO may refuse to approve the request only if:
 - 145.1. NHMRC has discussed the request with the employee; and
 - 145.2. NHMRC has genuinely tried to reach an agreement with the employee about making changes to the employee's working arrangements to accommodate the employee's circumstances (subject to any reasonable business grounds for refusal); and
 - 145.3. NHMRC and the employee have not reached such an agreement; and
 - 145.4. NHMRC has had regard to the consequences of the refusal for the employee; and
 - 145.5. the refusal is on reasonable business grounds.
- 146. Reasonable business grounds include, but are not limited to:
 - 146.1. the new working arrangements requested would be too costly for NHMRC
 - 146.2. there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested
 - 146.3. it would be impractical to change the working arrangements of other employees, or to recruit new employees, to accommodate the new working arrangements requested
 - 146.4. the new working arrangements requested would be likely to result in a significant loss in efficiency or productivity
 - 146.5. the new working arrangements requested would be likely to have a significant negative impact on customer service, and
 - 146.6. it would not be possible to accommodate the working arrangements without significant changes to security requirements, or where work health and safety risks cannot be mitigated.
- 147. For First Nations employees, NHMRC must consider connection to country and cultural obligations in responding to requests for altering the location of work.
- 148. Approved flexible working arrangements will be reviewed by NHMRC and the employee after 12 months, or a shorter period, if agreed by the employee. This is to ensure the effectiveness of the arrangement.

Varying, pausing or terminating flexible working arrangements

- 149. An employee may request to vary an approved flexible working arrangement in accordance with clause 140. An employee may request to pause or terminate an approved flexible working arrangement.
- 150. The CEO may vary, pause or terminate an approved flexible working arrangement on reasonable business grounds, subject to clause 152.
- 151. NHMRC must provide reasonable notice if varying, pausing or terminating a flexible working arrangement without the agreement of the employee, having regard to the circumstances of the employee. Exceptions to this requirement are urgent and critical operational circumstances or an employee's demonstrated and repeated failure to comply with the agreed arrangements.
- 152. Prior to the CEO varying, pausing or terminating the arrangement under clause 150, NHMRC must have:
 - 152.1. discussed with the employee their intention to vary, pause or terminate the arrangement with the employee

- 152.2. genuinely tried to reach an agreement with the employee about making changes to the employee's working arrangements to accommodate the employee's circumstances (subject to any reasonable business grounds for alteration)
- 152.3. had regard to the consequences of the variation, pause or termination for the employee
- 152.4. ensured the variation, pause or termination is on reasonable business grounds, and
- 152.5. informed the employee in writing of the variation, pause or termination to the approved flexible working arrangement, including details set out in clause 143.3.

Working from home

- 153. NHMRC will not impose caps on groups of employees on the time that may be approved to work from home or remotely, with each request to be considered on its merits.
- 154. NHMRC may provide equipment necessary for, or reimbursement, for all or part of the costs associated with establishing a working from home arrangement.
- 155. An employee working from home is covered by the same employment conditions as an employee working at an office site under this agreement.
- 156. NHMRC will provide employees with guidance on working from home safely.
- 157. Employees will not be required by NHMRC to work from home unless it is lawful and reasonable to do so. This may include where circumstances prevent attendance at an office during a pandemic or natural disaster. In these situations, NHMRC will consider the circumstances of the employees and options to achieve work outcomes safely.

Ad-hoc arrangements

- 158. Employees may request ad-hoc flexible working arrangements. Ad-hoc arrangements are generally one-off or short-term arrangements for circumstances that are not ongoing.
- 159. Employees should, where practicable, make the request in writing and provide as much notice as possible.
- 160. Requests for ad-hoc arrangements are not subject to the request and approval processes detailed in clauses 139 to 148.
- 161. NHMRC should consider ad-hoc requests on a case-by-case basis, with a bias to approving ad-hoc requests, having regard to the employee's circumstances and reasonable business grounds.
- 162. Where a regular pattern of requests for ad-hoc arrangements from an employee emerges, NHMRC should consider whether it is appropriate to seek to formalise the arrangement with the employee.

Altering span of hours

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

Employees with caring responsibilities

- 164. Employees required by the NHMRC to be away from home outside normal working hours will be reimbursed some or all of the costs of additional family care arrangements on production of an invoice.
- 165. An employee with school children who has approved leave cancelled, or is required to return from leave early because of NHMRC operational requirements, during school holidays will be

reimbursed the amount paid by the employee for each school child attending approved or registered care. Further information can be found in NHMRC's policies and guidelines.

Annual closedown

166. NHMRC will close its normal operation from the close of business on the last working day before Christmas, with business resuming on the first working day after New Year's Day ('Annual closedown').
167. Employees are entitled to be absent with pay for the working days during Annual closedown.
168. Payment for absences on working days during Annual closedown will be made in accordance with an employee's usual ordinary hours of work for that day or days per week. However, where an employee would otherwise be absent on leave on that day, the rate of payment will be in accordance with the payment for that leave entitlement, e.g. if the employee is absent on long service leave at half pay, payment for the day will also be at half pay.

Public holidays

169. Employees are entitled to the following holidays each year as observed at their normal work location in accordance with the FW Act:
 - 169.1. 1 January (New Year's Day)
 - 169.2. 26 January (Australia Day)
 - 169.3. Good Friday and the following Monday
 - 169.4. 25 April (Anzac Day)
 - 169.5. the King's birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory)
 - 169.6. 25 December (Christmas Day)
 - 169.7. 26 December (Boxing Day), and
 - 169.8. any other day, or part day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a public holiday, other than a day or part day, or a kind of day or part day, that is excluded by the *Fair Work Regulations 2009* from counting as a public holiday.
170. If a public holiday falls on a Saturday or Sunday, and if under a State or Territory law, a day or part day is substituted for one of the public holidays listed above, then the substituted day or part day is the public holiday.
171. 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.
172. The CEO and an employee may agree to substitute a cultural or religious day of significance to the employee for any day that is a prescribed holiday. If the employee cannot work on the prescribed holiday, the employee will be required to work make-up time at times to be agreed. This substitution does not impact or reduce an employee's entitlement to First Nations ceremonial leave, NAIDOC leave or cultural leave.
173. Where an employee substitutes a public holiday for another day, they will not be paid penalty rates for working their normal hours on the public holiday.
174. Where a public holiday falls during a period when an employee is absent on leave (other than annual leave, paid personal/carer's leave, purchased leave or defence service sick leave) there is

no entitlement to receive payment as a public holiday. Payment for that day will be in accordance with the entitlement for that form of leave (e.g. if on long service leave on half pay, payment is at half pay.)

175. If under a law of a State or Territory every Sunday is declared or prescribed by or under that law to be a public holiday, there is no entitlement to receive payment as a public holiday if the employee would have worked, or does perform work, on that day. In these circumstances, payment will only be made at the public holiday rate if the employee performs work on that day, and the Sunday would otherwise be a public holiday under clause 169.1 to 169.8.
176. An employee, who is absent on a day or part day that is a public holiday in their normal work location, is entitled to be paid for the part or full day absence as if that day or part day was not a public holiday, except where that person would not normally have worked on that day.
177. Where a full time employee, including but not limited to employees on compressed hours, has a regular planned day off which would fall on a public holiday, the CEO may allow the employee to change their planned day off so that it does not fall on a public holiday. If it is not possible to change their planned day off, the employee will be credited an equivalent amount of time to their regular hours for the day in flex credits or EL TOIL in recognition of their planned day off.

Section 6: Leave

Portability of leave

178. Where an employee moves into NHMRC from another APS agency where they were an ongoing employee, the employee's unused accrued annual leave and personal/carer's leave will be transferred, provided there is no break in continuity of service.
179. Where an employee is engaged in NHMRC immediately following a period of ongoing employment in the Parliamentary Service or the ACT Government Service, the employee's unused accrued annual leave and personal/carer's leave will be recognised unless the employee received payment in lieu of those entitlements on cessation of employment.
180. Where an employee is engaged as an ongoing employee in NHMRC, and immediately prior to the engagement the person was employed as a non-ongoing APS employee (whether in NHMRC or another), at the employee's request, any unused accrued annual leave (excluding accrued leave paid out on separation) and personal/carer's leave will be recognised.
181. Where an employee is engaged as a non-ongoing APS employee, and immediately prior to the engagement the person was employed as a non-ongoing APS employee (whether in NHMRC or another) at the employee's request, any unused accrued annual leave (excluding accrued leave paid out on termination of employment) and personal/carer's leave will be recognised.
182. Where a person is engaged as an ongoing employee in NHMRC, and immediately prior to the engagement the person was employed by a Commonwealth employer (other than in the Parliamentary Services which are covered in clause 179), the CEO will recognise any unused accrued personal/carer's leave at the employee's request. The CEO will advise the employee of their ability to make this request.
183. Where an employee is engaged as an ongoing employee in NHMRC, and immediately prior to the engagement the person was employed by a State or Territory Government, the CEO may recognise any unused accrued personal/carer's leave, provided there is not a break in continuity of service.
184. For the purposes of clauses 178 to 183 an employee with a break in service of less than 2 months is considered to have continuity of service.

Annual leave

185. Employees will accrue 20 working days (4 weeks) paid annual leave for each completed year of service. Annual leave will accrue and credited daily. Annual leave for part time employees accrues on a pro-rata basis.
186. Annual leave credits may be taken at any time, subject to operational requirements and the approval of the employee's manager. Any unused annual leave accumulates. Annual leave will count as service for all purposes.
187. An employee may seek approval from their manager to take annual leave at half pay. Where an employee takes annual leave at half pay credits will be reduced by an amount equivalent to half of the duration of the leave.
188. Unless approved by the CEO (or their delegate) annual leave may not be taken at half pay where the employee has an excessive leave balance.
189. Employees who have accrued an annual leave credit of 40 days or more on 1 January of any year may be directed by the CEO to take an amount of leave to reduce the credit by not more than one quarter of the total leave credit. This leave must be taken within 12 weeks of the direction or otherwise agreed.

190. Employees recalled to work whilst on annual leave will have that period of work, including reasonable travel time as determined by the CEO required to undertake the work, re-credited to their annual leave balance. Any reasonable expenses as determined by the CEO that the employee has incurred as a result of being recalled to duty will be reimbursed where those expenses are not otherwise recoverable from other sources such as refunds or travel insurance.
191. Employees will receive payment in lieu for any untaken annual leave upon separation from the APS.

Cash out of Annual Leave

192. Subject to clause 193, the CEO may approve a written application to cash out up to 10 days of accrued annual leave provided they retain a minimum balance of 20 days. The employee will be paid the full amount that would have been paid to the employee had the employee taken the leave that is cashed out.
193. The CEO will not approve requests to cash out leave unless the employee takes a period of annual leave equal to or greater than the period of leave the employee is applying to cash out at the same time as making the request.

Purchased leave

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

Personal/carer's leave

196. Ongoing employees will be credited with 18 days personal/carer's leave (pro-rata for part-time employees) upon the employee's commencement with the APS. After 12 months, the employee's leave will accrued and credited daily.
197. Non-ongoing employees, personal/carer's leave will be credited upon the employee's commencement with NHMRC. This will be 18 days leave pro-rated based on the employee's initial contract period and is capped at 18 days (pro-rata for part-time employees). After the initial contract period or 12 months, whichever is shorter, or where the employee has an existing entitlement to personal/carer's leave, leave will accrue and credited daily.
198. A casual employee may be absent without pay when not fit for work due to personal illness or injury. A casual employee may access 2 days unpaid carer's leave per occasion, consistent with the NES.
199. Employees must advise their manager as soon as practicable of their absence or intention to be absent.
200. Personal/carer's leave will be granted to an employee in the following circumstances:
 - 200.1. due to personal illness or injury
 - 200.2. to attend appointments with a registered health practitioner
 - 200.3. to manage a chronic condition, and/or
 - 200.4. to provide care or support for a family member (including a household member) or a person they have caring responsibilities for; because of:
 - 200.4.1.1. a personal illness or injury affecting the person, or

200.4.1.2. an unexpected emergency affecting the other person.

201. A person that an employee has caring responsibilities for may include a person who needs care because they:
- 201.1. have a medical condition, including when they are in hospital
 - 201.2. have a mental illness
 - 201.3. have a disability
 - 201.4. are frail or aged, and/or
 - 201.5. are a child, not limited to a child of the employee.
202. Evidence may be requested after:
- 202.1. the employee is absent from work for a period exceeding 4 consecutive work days, and/or
 - 202.2. the employee has taken 10 days or more paid personal leave without evidence in a calendar year, for any absence taken during the remainder of that year.
203. For the purposes of clause 202, acceptable evidence means:
- 203.1. a medical certificate from a registered health practitioner
 - 203.2. a statutory declaration, and/or
 - 203.3. another form of evidence approved by the CEO.
204. A certificate from a registered health practitioner may be used as evidence of a chronic condition for up to 12 months for both personal and carer's leave.
205. An employee who does not have an entitlement to paid personal leave will be entitled to 2 days unpaid leave on each occasion when a member of the employee's immediate family or household requires care or support because of a personal illness or injury of the member or an unexpected emergency affecting the member.
206. Leave at half pay may be approved by the CEO.
207. Up to 78 weeks of continuous paid and unpaid personal 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.

Leave without pay

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

Long service leave

209. An employee is eligible for long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.
210. The minimum period for which long service leave will be granted is 7 calendar days (whether taken at full or half pay). Long service leave cannot be broken with other periods of leave, except as otherwise provided by legislation or provided for in the re-crediting of leave clause at 279 of this agreement.

Miscellaneous leave

211. The CEO may grant miscellaneous leave to an employee, either with or without pay, in circumstances not provided elsewhere in this Agreement having regard to operational requirements.
212. The CEO may grant paid miscellaneous leave to a casual employee to provide for paid family and domestic violence leave or otherwise required by Government Directive. Further information can be found in NHMRC's policies and guidelines.

Cultural, ceremonial and NAIDOC leave

NAIDOC leave

213. First Nations employees may access up to one day of paid leave per calendar year to participate in NAIDOC week activities.
214. NAIDOC leave can be taken in part days.

First Nations ceremonial leave

215. First Nations employees may access up to 6 days of paid leave over 2 calendar years to participate in significant activities associated with their culture or to fulfil ceremonial obligations.
216. The CEO may approve additional leave for cultural or ceremonial purposes as miscellaneous leave, with or without pay.
217. First Nations ceremonial Leave can be taken as part days.
218. First Nations ceremonial leave is in addition to compassionate and bereavement leave.

Cultural leave

219. The CEO may grant up to 3 days of paid leave per calendar year for the purpose of attending significant religious or cultural obligations associated with the employees' particular faith or culture.
220. The CEO may approve additional leave for cultural purposes as miscellaneous leave, with or without pay.
221. Cultural leave can be taken as part days.
222. For the avoidance of doubt, this leave does not cover cultural purposes or obligations which are eligible for paid leave under clause 215.

Parental leave

223. A primary caregiver, secondary caregiver and ML Act is defined in the Definitions section.
224. An employee who is a **primary caregiver** or **secondary caregiver** is entitled to parental leave up until 24 months from the date of the child's birth or placement (**parental leave period**). For the avoidance of doubt, this is inclusive of all legislated leave entitlements. The parental leave period does not extend non-ongoing employment where the employment period remaining is less than 24 months. An employee is only eligible for parental leave with pay as either a primary caregiver or a secondary caregiver for the particular parental leave period, and cannot switch roles for the purpose of accessing additional paid leave.
225. For the pregnant employee, the parental leave period starts on commencement of maternity leave as per ML Act requirements, and ceases 24 months from the date of birth. Medical certification requirements for the pregnant employee will be as required by the ML Act.

226. Conditions in this agreement will continue to apply in circumstances where successor legislation to the ML Act does not provide parental leave conditions included in this agreement.

Payment during parental leave

227. An employee is entitled to parental leave with pay as per clause 232 and 233 below within the parental leave period. Any further parental leave during the parental leave period is without pay. Unused paid parental leave remaining at the end of the employee's parental leave period will lapse. An employee may choose to use their accrued paid leave entitlements in accordance with usage and eligibility requirements in this agreement during the parental leave period that would otherwise be without pay.
228. Employees newly engaged in NHMRC or who have moved to NHMRC from another APS agency are eligible for the paid parental leave in clauses 229 and 230 where such paid leave had not already been provided by another APS agency or Commonwealth employer in the 24 months since the child's date of birth or placement. If the paid leave used by the employee with the previous Commonwealth employer or APS agency is less than the limits specified in clauses 229 and 230, the balance is available to the employee.
229. An employee who is a primary caregiver is entitled to parental leave with pay during the parental leave period to a maximum of 18 weeks as provided in **Table 1** below.

Table 1: Primary caregivers - circumstances for paid parental leave

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

230. An employee who is a secondary caregiver is entitled to parental leave with pay during the parental leave period as provided in **Table 2** below.

Table 2: Secondary caregivers - circumstances for paid parental leave

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

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

Adoption and long-term foster care

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

Stillbirth

236. Parents of a stillborn child remain eligible for parental leave, except for paid leave for the secondary caregiver which is two weeks.
237. A stillborn child is a child:
- 237.1. who weighs at least 400g at delivery or whose period of gestation was 20 weeks or more, and
 - 237.2. who has not breathed since delivery, and
 - 237.3. whose heart has not beaten since delivery.

Pregnancy loss leave

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

Premature birth leave

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

Transitional provisions

241. Employees eligible for paid leave under the ML Act are required under legislation to use their paid maternity leave first. In this circumstance, the employee may postpone their paid premature birth leave otherwise payable under clause 240 until after the legislated paid maternity leave is used.

Compassionate leave

242. Employees will be eligible for 3 days paid compassionate leave on each occasion when:
- 242.1. a member of their family (including a member of their household) or someone they have a close personal relationship with contracts, develops or sustains a life-threatening illness or injury; or
 - 242.2. the employee or their partner has a miscarriage.
243. An employee may be asked to provide evidence to support their absences on compassionate leave.
244. Compassionate leave for an occasion may be taken as 3 consecutive days or in separate periods totalling 3 days. This can include part days.
245. For casual employees, compassionate leave is unpaid.

Bereavement leave

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

Emergency response leave

250. In line with section 108 of the FW Act, an employee who engages in an eligible community service activity is entitled to emergency response leave to volunteer for emergency management duties for:
- 250.1. the time engaged in the activity
 - 250.2. reasonable travelling time, and
 - 250.3. reasonable recovery time.
251. Full-time and part-time employees will be able to access 20 working days of paid emergency response leave at full pay per year if required. The CEO may provide additional emergency response leave with pay.
- 251.1. For the purpose of this clause, full rate of pay is to be as if the employee was at work.
252. Paid leave may be refused where the employee's role is essential to NHMRC's response to the emergency.

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

Jury duty

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

Defence reservist leave

- 260. The CEO will give an employee leave with or without pay to undertake:
 - 260.1. Australian Defence Force (ADF) Reserve and continuous full-time service (CFTS), and
 - 260.2. Australian Defence Force Cadet obligations.
- 261. An employee who is a Defence Reservist can take leave with pay for:
 - 261.1. up to 4 weeks (20 days) in each financial year (pro-rata for part-time employees), and
 - 261.2. an extra 2 weeks (10 days) in the first year of ADF Reserve service (pro-rata for part-time employees).
- 262. Leave can be built up and taken over 2 consecutive years. This includes the extra 2 weeks in the first year of service.
- 263. An employee who is an Australian Defence Force officer or instructor can get paid leave up to 3 weeks in each financial year to perform their duties. Australian Defence Force Cadets means:
 - 263.1. Australian Navy Cadets
 - 263.2. Australian Army Cadets, and
 - 263.3. Australian Air Force Cadets.
- 264. In addition to the entitlement at clause 261, paid leave may be granted to an employee to attend an interview or medical examination in connection with the enlistment of the employee in a Reserve Force of the Defence Force.
- 265. Paid defence reservist leave counts for service.
- 266. Unpaid defence reservist leave for 6 months or less counts as service for all purposes. This includes periods of CFTS.
- 267. Unpaid leave taken over 6 months counts as service, except for annual leave.
- 268. An employee will not need to pay their tax free ADF Reserve salary to their agency for any reason.

Defence service sick leave

269. An employee is eligible for defence service sick leave credits when the Department of Veterans Affairs (DVA) has certified that an employee's medical condition is as a result of either:
 - 269.1. war-like service, or
 - 269.2. non-war like service.
270. An eligible employee can get 2 types of credits:
 - 270.1. an initial credit of 9 weeks (45 days) defence service sick leave will apply as of the later below option:
 - 270.1.1. they start employment with the APS, or
 - 270.1.2. DVA certifies the condition, and
 - 270.2. an annual credit of 3 weeks (15 days) defence service sick leave.
271. An employee can use their defence service sick leave when a recognised medical practitioner provides a certificate that says they were away due to their DVA certified medical condition.
272. Unused annual credits can be built up to 9 weeks.
273. An employee cannot use annual credits until the initial credit is exhausted.
274. Defence service sick leave is paid and counts as service for all purposes.

Leave to attend proceedings

275. An employee giving evidence before a Court, Tribunal or Royal Commission on behalf of the Commonwealth or a Commonwealth party in the course of their duties, will be considered on duty.
276. An employee who is not covered under clause 275, and is required to give evidence to, appear before or attend to instruct a representative at a Court, Tribunal or Royal Commission in relation to their duties will be released from duty without loss of pay. This includes in proceedings relating to a dispute between the employee and NHMRC.
277. An employee may otherwise be granted paid or unpaid miscellaneous leave by the CEO if required to give evidence to a Court, Tribunal or Royal Commission for any other reason. Where approval for unpaid leave is given, the employee may elect to use accrued annual leave, flex leave or time off in lieu.
278. The CEO may refuse to release an employee from duty having regard to business requirements and whether the employee's attendance is necessary for the Court, Tribunal or Royal Commission hearing.

Re-crediting of leave

279. When an employee is on:
- 279.1. annual leave
 - 279.2. purchased leave
 - 279.3. defence reservist leave
 - 279.4. First Nations ceremonial leave
 - 279.5. NAIDOC leave
 - 279.6. cultural leave, or
 - 279.7. long service leave, and
- becomes eligible for, under legislation or this agreement:
- 279.8. personal/carer's leave
 - 279.9. compassionate or bereavement leave
 - 279.10. jury duty
 - 279.11. emergency services leave
 - 279.12. leave to attend to family and domestic violence circumstances, or
 - 279.13. parental leave, premature birth leave, stillbirth leave or pregnancy loss leave
- the affected period of leave will be re-credited.
280. When an employee is on personal/carer's leave and becomes eligible for parental leave, premature birth leave, stillbirth leave or pregnancy loss leave, the affected period of leave will be re-credited.
281. Re-crediting is subject to appropriate evidence of eligibility for the substituted leave.

Absence without approval

282. Where an employee is absent from work without approval, that is without the express approval of their manager, or not in accordance with the terms of this Agreement, the absence will be treated as an 'unauthorised absence' and will not count as service for any purpose under this Agreement, including remuneration and leave accrual.
283. Any amounts paid to an employee in respect of an unauthorised absence will be managed in accordance with clauses 49 to 56.

Section 7: Employee support and workplace culture

Blood donation

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

Vaccinations

- 286. NHMRC will offer annual influenza vaccinations to all employees at no cost.
- 287. Where NHMRC requires an employee performing a role to be vaccinated for a particular condition, this vaccination will be offered at no expense to the employee.

Employee Assistance Program

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

Screen-based equipment assistance

- 289. Employees who are required to operate screen-based equipment as an integral part of their duties will be reimbursed every 2 years:
 - 289.1. reasonable costs for eyesight testing, and
 - 289.2. up to \$120 for single vision spectacles and \$190 for bi-focal or multi-focal spectacles.

Respect at work

Principles

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

Consultation

- 292. NHMRC will consult with employees and their unions in developing, reviewing and evaluating approaches to prevent sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace.

Family and domestic violence support

- 293. NHMRC will provide support for employees affected by family and domestic violence, depending on the employee's circumstances.

294. NHMRC recognises that a holistic approach should be taken to support the employee, appropriate for the employee's individual circumstances.
295. Family and domestic violence support, including paid leave, are available to all employees covered by this agreement.
296. An employee experiencing family and domestic violence support is able to access paid miscellaneous leave. Reasons an employee experiencing family and domestic violence may access this leave include, but are not limited to:
 - 296.1. illness or injury affecting the employee resulting from family and domestic violence
 - 296.2. providing care or support to a family member (including a household member) who is also experiencing family and domestic violence, and is ill or injured as a result of family and domestic violence
 - 296.3. providing care or support to a family member (including a household member) who is also experiencing family and domestic violence, and is affected by an unexpected emergency as a result of family and domestic violence
 - 296.4. making arrangements for the employee's safety, or the safety of a close relative
 - 296.5. accessing alternative accommodation
 - 296.6. accessing police services
 - 296.7. attending court hearings
 - 296.8. attending counselling, and
 - 296.9. attending appointments with medical, financial or legal professionals.
297. This entitlement exists in addition to an employee's existing leave entitlements and may be taken as consecutive days, single days or part days and will count as service for all purposes.
298. Given the emergency context in which leave may need to be accessed, employees can proceed to take the leave and seek approval at a later date, as soon as practicable.
299. These family and domestic violence support clauses do not reduce an employee's entitlement to family and domestic violence leave under the NES.
300. Paid miscellaneous leave available under this clause is paid for ongoing and non-ongoing employees at their full rate as if they were at work.
301. Paid leave for casual employees under this clause is paid at their full pay rate for the hours they were rostered to work in the period they took leave.
302. Evidence may be requested to support NHMRC in approving leave. In most cases, this will not be required. Where it is required, this will be discussed with the employee and a statutory declaration is the only form of evidence NHMRC will require, unless the employee chooses to provide another form of evidence.
303. An employee may also choose to provide other forms of evidence, including a medical certificate, or document issued by the Police Service, a Court, a Doctor, district Nurse, a Family Violence Support Service or Lawyer.
304. NHMRC will take all reasonable measures to treat information relating to family and domestic violence confidentially. NHMRC will adopt a 'needs to know' approach regarding communication of an employee's experience of family and domestic violence, subject to steps NHMRC may need to take to ensure the safety of the employee, other employees or persons, or mandatory reporting requirements.

305. Where NHMRC needs to disclose confidential information for purposes identified in clause 304, where it is possible NHMRC will seek the employee's consent and take practical steps to minimize any associated safety risks for the employee and/or privacy breaches.
306. NHMRC will not store or include information on the employee's payslip in relation to the employee's experience of family and domestic violence; any leave accessed for the purposes of family and domestic violence; or support(s) provided by the employer, unless otherwise required by legislation.
307. Other available support may include, but is not limited to, flexible working arrangements, additional access to EAP, changes to their span of hours or pattern of hours and/or shift patterns and/or location of work where reasonably practicable.
308. NHMRC will acknowledge and take into account an employee's experience of family and domestic violence if an employee's attendance or performance at work is affected.
309. Further information about leave and other support available to employees affected by family and domestic violence may be found in policy.

Integrity in the APS

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

First Nations cultural competency training

313. The CEO will take reasonable steps to ensure all substantive, ongoing EL2 employees employed at the commencement of this agreement or any new substantive, ongoing EL2 employees who commence within the first 6 months of this agreement will complete relevant First Nations cultural competency training within 12 months of the commencement of the agreement.
314. Any new substantive, ongoing EL2 employee who commences after 6 months of the commencement of this agreement will be required to complete a relevant First Nations cultural competency training course within 6 months of their engagement or promotion.

Lactation and breastfeeding support

315. Reasonable paid time during work hours will be provided for lactation breaks for breastfeeding, expressing milk and other associated activities.
316. NHMRC will provide access to appropriate facilities for the purpose of breastfeeding or expressing milk, subject to clause 320. In considering whether a space is appropriate, an agency should consider whether:
 - 316.1. there is access to refrigeration
 - 316.2. the space is lockable, and
 - 316.3. there are facilities needed for expressing, such as appropriate seating.
317. Where it is not practicable for an agency site to have a designated space, a flexible approach will be taken so that the employee can access the support required.
318. NHMRC will facilitate discussion between individual employees and their managers about accommodating the employee's lactation needs and practical arrangements to meet these needs.
319. The manager and employee shall discuss any flexible working arrangements that may be needed to support lactation. This may include consideration of arrangements such as working from home and/or remote working or varying work hours on an ad-hoc or regular basis. Wherever possible, requests by an employee will be accommodated, noting these needs may be changed over time.
320. Further information is available in policy.

Disaster support

321. Where an official disaster or emergency is declared and this prevents an employee from reasonably attending work, or where it impacts their household or home, the CEO will consider flexible working arrangements to assist the employee to perform their work.
322. Where flexible working arrangements are not appropriate, the CEO may grant paid miscellaneous leave to an employee with regard to the scale and nature of the emergency. This leave counts as service and may be approved retrospectively.
323. In considering what period of leave is appropriate, the CEO will take into account the safety of the employee, their family (including their household) and advice from local, State and Commonwealth authorities.

Section 8: Performance and development

Performance management

324. Employees must participate in NHMRC's annual performance and development program. The performance and development program helps employees and their managers set performance goals, identify skills development opportunities to support employees to meet these goals, and assess performance against these goals. Performance assessment and feedback is an ongoing process between the supervisor and the employee with regular feedback and operates on a 'no surprises' principle.
325. An employee will be given a minimum period of 4 weeks to improve their performance where it is below performance standards at any point in the performance and development program cycle.
326. Further information on performance management processes, including the responsibilities, rights and obligations of managers and employees in managing performance are set out in NHMRC's policies and guidelines.
327. Where an employee's performance consistently falls below an acceptable level it may be necessary to implement procedures for managing poor performance. Further information is available in NHMRC policy.

Workloads

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

Study assistance

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

Learning and development

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

Section 9: Travel and location-based conditions

Travel

333. Where an employee is required to undertake official travel, the time spent travelling, excluding the usual time taken for the employee to travel to and from their regular place of work, will be recorded as ordinary work hours.

Relocation assistance

334. Where an existing employee is required to relocate at the request of NHMRC (such as a promotion), the employee will be provided with financial relocation assistance. Employees who relocate on a temporary basis to take up higher duties are entitled to removal expenses if they relocate for a period of 13 weeks or more.
335. Where an employee is required to relocate with NHMRC, the employee will be provided with financial relocation assistance.
336. Reasonable expenses associated with the relocation include:
- 336.1. the cost of transport of the employee, their dependants and partner by the most economical means
 - 336.2. removal expenses, namely the reimbursement of reasonable incurred costs of the removal of furniture and household effects of the employee, dependants and partner
 - 336.3. the reimbursement of the cost of the insurance premium based on a reasonable replacement value, and
 - 336.4. the reasonably incurred expenses in kennelling and transport of pets, up to the amount specified in the APS Award.
337. Additional relocation assistance may be considered by CEO discretion.

Section 10: Consultation, representation and dispute resolution

Consultation

Principles

338. Genuine and effective consultation with employees and the relevant union(s), taking into account the diverse needs of employees, fosters a positive and inclusive workplace, enabling the views of employees to be considered.
339. NHMRC recognises:
 - 339.1. the importance of inclusive and respectful consultative arrangements
 - 339.2. employees and the relevant union(s) should have a genuine opportunity to influence decisions
 - 339.3. the nature and extent of consultation will vary depending on the proposed change and the likely impact on employees. Consultation on agency policies may occur over at least 2 weeks, whereas a major change is likely to require a more extensive consultation process.
 - 339.4. consultation with employees and relevant unions(s) on workplace matters that significantly affect or materially impact them is sound management practice, and
 - 339.5. the benefits of employee and union involvement and the right of employees to be represented by their union.
340. Genuine and effective consultation involves:
 - 340.1. providing employees and the relevant union(s) with a genuine opportunity to influence the decision prior to a decision being made
 - 340.2. providing all relevant information to employees and the relevant union(s) in a timely manner to support consideration of the issues
 - 340.3. considering feedback from employees and the relevant union(s) in the decision-making process, and
 - 340.4. advising employees and the relevant union(s) of the outcome of the process, including how their feedback was considered in the decision-making process.

When consultation is required

341. Consultation is required in relation to:
 - 341.1. changes to work practices which materially alter how an employee carries out their work
 - 341.2. changes to or the introduction of policies or guidelines relevant to workplace matters (unless the changes are minor or procedural)
 - 341.3. major change that is likely to have a significant effect on employees
 - 341.4. implementation of decisions that significantly affect employees
 - 341.5. changes to employees' regular roster or ordinary hours of work (subject to any other relevant provisions in this agreement), and
 - 341.6. other workplace matters that are likely to significantly or materially impact employees.

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

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

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

Representation

344. Employees may appoint a representative for the purposes of the procedures in this clause. A representative for the purpose of this clause may be a union representative.
345. NHMRC must recognise the representative if:
- 345.1. a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation, and
 - 345.2. the employee or employees advise the employer of the identity of the representative.

Major change

346. In this clause, a major change is **likely to have a significant effect on employees** if it results in, for example:
- 346.1. the termination of the employment of employees, or
 - 346.2. major change to the composition, operation or size of the employer's workforce or to the skills required of employees, or
 - 346.3. the elimination or diminution of job opportunities (including opportunities for promotion or tenure), or
 - 346.4. the alteration of hours of work, or
 - 346.5. the need to retrain employees, or
 - 346.6. the need to relocate employees to another workplace, or
 - 346.7. the restructuring of jobs.
347. The following additional consultation requirements in clauses 348 to 354 apply to a proposal to introduce a major change referred to in clause 341.3.
348. Consultation with employees and the relevant union(s) and/or recognised representatives will occur prior to a decision being made, subject to clause 342.
349. Where practicable, an NHMRC change manager or a primary point of contact will be appointed and their details provided to employees and the relevant union(s) and/or their recognised representatives.
350. NHMRC must notify employees and relevant union(s) and/or recognised representatives of the proposal to introduce the major change as soon as practicable.
351. As soon as practicable after proposing the change, or notifying of the change in circumstances described at clause 342 NHMRC must:

- 351.1. discuss with affected employees and relevant union(s) and/or other recognised representatives:
 - 351.1.1. the proposed change
 - 351.1.2. the effect the proposed change is likely to have on the employees, and
 - 351.1.3. proposed measures to avert or mitigate the adverse effect of the proposed change on the employees, and
- 351.2. for the purposes of the discussion – provide, in writing, to employees and the relevant union(s) and/or other recognised representatives:
 - 351.2.1. all relevant information about the proposed change, including the nature of the change proposed, and
 - 351.2.2. information about the expected effects of the proposed change on the employees, and
 - 351.2.3. any other matters likely to affect the employees.
- 352. NHMRC must give prompt and genuine consideration to matters raised about the major change by employees and the relevant union(s) and/or other recognised representatives.
- 353. However, NHMRC is not required to disclose confidential or commercially sensitive information to employees and the relevant union(s) and/or other recognised representatives.
- 354. If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of NHMRC, the requirements set out in clauses 348 to 352 are taken not to apply.

Change to regular roster or ordinary hours of work

- 355. The following additional consultation requirements in clauses 356 to 358 apply to a proposal to introduce a change referred to in clause 341.5.
- 356. NHMRC must notify affected employees and the relevant union(s) and/or other recognised representatives of the proposed change.
- 357. As soon as practicable after proposing to introduce the change, NHMRC must:
 - 357.1. discuss with employees and the relevant union(s) and/or other recognised representatives:
 - 357.2. the proposed introduction of the change, and
 - 357.3. for the purposes of the discussion – provide to the employees and relevant union(s) and/or other recognised representatives:
 - 357.3.1. all relevant information about the proposed change, including the nature of the proposed change, and
 - 357.3.2. information about what the employer reasonably believes will be the effects of the proposed change on the employees, and
 - 357.3.3. information about any other matters that the employer reasonably believes are likely to affect the employees, and
 - 357.3.4. invite employees and the relevant union(s) and/or other recognised representatives to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities). However, NHMRC is not required to disclose confidential or commercially sensitive information to the relevant employees and the relevant union(s) and/or other recognised representatives.

358. NHMRC must give prompt and genuine consideration to matters raised about the proposed change by the employees and the relevant union(s) and/or other recognised representatives.

Interaction with emergency management activities

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

Agency consultative committee

360. The CEO may establish an agency consultative committee to discuss relevant workplace matters.
361. NHMRC consultative committees will operate subject to an agreed terms of reference and structure for the term of the agreement. Representation on the committee will be in accordance with the terms of reference.

APS consultative committee

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

Dispute resolution

363. If a dispute relates to:
- 363.1. a matter arising under the agreement, or
 - 363.2. the National Employment Standards,
- this term sets out procedures to settle the dispute.
364. An employee or union who is covered by this agreement may initiate and/or be a party to a dispute under this term.
365. An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term. Representatives will be recognised and dealt with in good faith.
366. Parties to the dispute must attempt to resolve the dispute at the workplace level, by discussion between the employee or employees and relevant managers. Parties to the dispute will notify higher level managers to assist in the resolution of the dispute. Parties will give genuine consideration to proposals to resolve the dispute.
367. If a dispute about a matter arising under this agreement is unable to be resolved at the workplace level, and all appropriate steps under clause 366 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.
368. The Fair Work Commission may deal with the dispute in 2 stages:
- 368.1. the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation, and
 - 368.2. if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - 368.2.1. arbitrate the dispute, and
 - 368.2.2. make a determination that is binding on the parties.

Note: If the Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act. A decision that the Fair Work Commission makes when arbitrating a dispute is a

decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

369. While the parties are attempting to resolve the dispute using the procedures in this term:
- 369.1. an employee must continue to perform their work as they would normally in accordance with established custom and practice at NHMRC that existed immediately prior to the dispute arising unless they have a reasonable concern about an imminent risk to their health or safety, and
 - 369.2. subject to 369.1, an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
 - 369.2.1. the work is not safe, or
 - 369.2.2. applicable work health and safety legislation would not permit the work to be performed, or
 - 369.2.3. the work is not appropriate for the employee to perform, or
 - 369.2.4. there are other reasonable grounds for the employee to refuse to comply with the direction.
370. The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.
371. Any disputes arising under the National Health and Medical Research Council Enterprise Agreement 2016 - 2019 as maintained by Public Service (Section 24(1)-National Health and Medical Research Council Non-SES Employees) Determination 2022/01 or the NES that were formally notified under clause 204 of that agreement before the commencement of this agreement, that remain unresolved at the date of commencement of this agreement, will be progressed under the dispute resolution procedures in this agreement.

Leave of absence to attend proceedings

372. Where the provisions of clauses 363 to 368 have been complied with, and to assist in the resolution of the matter, the employee, and/or the union delegate or other employee representative referred to in clause 364, or employee required to provide evidence, will be granted paid time to attend dispute resolution processes and proceedings in the Fair Work Commission arising from referral of the matter in clause 367.

Delegates' rights

373. Union delegates play an important and legitimate role in the workplace. This includes representing their members and supporting employee access to union officials, and providing employee views to NHMRC.
374. The role of union delegates is to be respected and supported.
375. NHMRC and union delegates will work together respectfully and collaboratively.

Supporting the role of union delegates

376. NHMRC respects the role of union delegates to:
- 376.1. provide information, consult with and seek feedback from employees in the workplace on workplace matters
 - 376.2. consult with other delegates and union officials, and get advice and assistance from union officials
 - 376.3. represent the interests of members to the employer and industrial tribunals, and
 - 376.4. represent members at relevant union forums, consultative committees or bargaining.

377. NHMRC and union delegates recognise that undertaking the role of a union delegate is not the primary purpose of an employee's engagement, and must work with and not unreasonably impact their regular duties. Honorary officials may request additional time and facilities from time to time.
378. Union delegates will be provided with reasonable paid time during their normal working hours to perform their union delegate role. The paid time provided should not result in disruption to critical services or operational requirements.
379. To support the role of union delegates, NHMRC will, subject to legislative and operational requirements, including privacy and security requirements:
- 379.1. provide union delegates with reasonable access to agency facilities and resources, including for paid or unpaid meetings between employees and their unions and to communicate with union officials
 - 379.2. advise union delegates and other union officials of NHMRC facilities and resources available for their use, which may include telephone, photocopying, internet, and email
 - 379.3. allow reasonable official union communication appropriate to NHMRC from union delegates with employees, including through email, intranet pages and notice boards. This may include providing a link to a union website for employees to access union information. Any assistance in facilitating email communications does not include an agency vetoing reasonable communications
 - 379.4. provide access to new employees as part of induction, and
 - 379.5. provide reasonable access to union delegates to attend appropriate paid time training in workplace relations matters, during normal working hours.
380. Where APS employees are elected as officials of a trade union or professional association, they are not required to seek permission from the workplace or NHMRC before speaking publicly in that capacity, subject to the APS Code of Conduct and legislative requirements.

Employee representational rights

381. Employees may be assisted, accompanied and represented by another person, including an employee representative, in processing relating to excess status, and in dispute resolution procedures. The role of employee representatives, including union delegates and other non-union employee representatives, is to be respected and facilitated.
382. Employees may be accompanied by a support person during unsatisfactory performance discussions.
383. Employees will inform their immediate manager and/or relevant level of management prior to any discussions where they choose to be represented or supported.

Section 11: Separation and retention

Resignation

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

Payment on death of an employee

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

Redeployment, retraining, redundancy

388. The following provisions do not apply to an ongoing employee whose period of probation has not been finalised or a non-ongoing employee.
389. An ongoing employee is excess if:
 - 389.1. they are in a class of employee comprising a greater number of employees than is necessary for the efficient and economical working of the NHMRC
 - 389.2. the services or duties of an employee cannot be effectively used because of technological, or other changes in the work methods of the NHMRC, or structural or similar changes in the nature, extent or organisation of functions of the NHMRC, or
 - 389.3. where the duties usually performed by the employee are to be performed at a different locality and the employee is not willing to perform the duties at that locality and the CEO has determined that the provisions of this clause apply to employees.

Discussion period

390. When the CEO is aware that an employee is likely to become excess, the CEO will advise the employee in writing at the earliest practicable time.
391. Discussions with the potentially excess employee will be held to consider:
 - 391.1. appropriate measures that could be taken to resolve the situation including redeployment opportunities for the employee at or below their classification level; and
 - 391.2. whether voluntary retrenchment might be appropriate.
392. Unless a lesser period has been agreed between the CEO and the potentially excess employee, the CEO will not invite the employee to accept an offer of voluntary retrenchment, or advise the employee in writing that they are excess, within one month of the employee being advised of the excess staff situation.

Voluntary retrenchment

393. Where the CEO invites an excess employee to do so, the employee will have one month to elect voluntary retrenchment. The one month election period can be reduced by agreement between the employee and CEO.
394. Within the one month election period, the employee must be given information on:
- 394.1. amount payable as redundancy pay, payment in lieu of notice and accrued annual and long service leave credits
 - 394.2. amount of accumulated superannuation contributions
 - 394.3. superannuation options
 - 394.4. taxation rules applicable to the various payments, and
 - 394.5. the availability of financial assistance, on a reimbursement basis, towards obtaining independent financial advice and career counselling up to the value of \$1,000 (inclusive of GST).
395. Where the employee agrees to be voluntarily retrenched, the CEO can terminate the employee's employment under section 29 of the PS Act on the grounds that the employee is excess to requirements of the NHMRC. The period of notice will be 4 weeks (or 5 weeks for employees over 45 years of age with at least 5 years of continuous service).
396. Where an employee's employment is terminated at the beginning of, or within, the notice period they will receive payment in lieu of notice for the unexpired portion of the period of notice.
397. An employee who agrees to be voluntarily retrenched, and is terminated by the CEO under section 29 of the PS Act is entitled to be paid a redundancy benefit of a sum equal to 2 weeks' salary for each completed year of continuous service, plus a pro rata payment for completed months of service since the last completed year of service, subject to any minimum amount the employee is entitled to under the NES. The minimum sum payable under this clause is 4 weeks' salary and the maximum is 48 weeks' salary.
398. A break in service of less than one month that occurs where an offer of employment with the new employer was made and accepted by the employee before ceasing employment with the preceding employer will not be deemed to have broken continuity of service for the purposes of determining the redundancy benefit under clause 397.
399. Service for redundancy pay purposes means:
- 399.1. service in NHMRC
 - 399.2. Government service as defined in section 10 of the *Long Service Leave (Commonwealth Employees) Act 1976*
 - 399.3. service with the Australian Defence Forces
 - 399.4. APS service immediately preceding deemed resignation under the repealed section 49 of the *Public Service Act 1922*, if the service has not previously been recognised for redundancy pay purposes
 - 399.5. service in another organisation where an employee was transferred from that organisation with a transfer of function; or an employee engaged by that organisation on work within a function is appointed as a result of the transfer of that function to the APS and such service is recognised for long service leave purposes.
400. Periods of service that will not count as service for redundancy pay purposes are periods of service that ceased by way of:
- 400.1. termination under section 29 of the PS Act, or

- 400.2. prior to the commencement of the PS Act, by way of redundancy, forfeiture of office, retirement on the grounds of invalidity, inefficiency or loss of qualifications, dismissal or termination of probationary appointment for reasons of unsatisfactory service, or
 - 400.3. voluntary retirement at or above the minimum retiring age applicable to the employee, or
 - 400.4. payment of a redundancy benefit or similar payment or an employer-financed retirement benefit.
- 401. Absences from work which do not count as service for any purpose will not count as service for redundancy pay purposes.
 - 402. The redundancy benefit will be calculated on a pro-rata basis for any periods where the employee has worked part-time hours during their period of continuous service.
 - 403. For the purposes of calculating redundancy pay, salary will include:
 - 403.1. the employee's substantive salary, or
 - 403.2. the salary of a higher level position, where the employee has performed duties at the higher level for a continuous period of at least 12 months immediately preceding the date on which they are given notice of retirement, and
 - 403.3. other allowances in the nature of salary which are paid during periods of annual leave and on a regular basis, excluding allowances which are a reimbursement for expenses incurred, or a payment for disabilities associated with the performance of duty.

Retention period

- 404. Should an employee not accept the formal offer of voluntary retrenchment, a retention period will apply from the day the employee is advised in writing by the CEO that they are an excess employee.
- 405. The retention period is:
 - 405.1. 13 months where an employee has 20 or more years of service or is over 45 years of age, or
 - 405.2. 7 months for other employees.
- 406. If an employee is entitled to a redundancy payment under the NES, the retention period at clause 405 will be reduced by the number of weeks redundancy pay that the employee will be entitled to under the NES on termination, calculated as at the expiration of the retention period (as adjusted by this clause).
- 407. During a retention period the CEO will take all reasonable steps to find alternative employment for the excess employee, including consideration of options such as training and reduction of classification.
- 408. Where an excess employee is reduced in classification before the end of the appropriate retention period, they will continue to be paid at their previous level for the balance of the retention period.
- 409. The excess employee may be granted assistance to meet reasonable travel costs and incidental expenses incurred in seeking alternative employment where these expenses are not met by the prospective employer.
- 410. The original retention period determined at clauses 405 to 406 will be extended by periods of leave for personal illness or injury, where supported by acceptable medical evidence.

Involuntary retrenchment

411. Where the CEO is satisfied that there is insufficient productive work available for the employee within the NHMRC during the remainder of the retention period and that there are no reasonable redeployment prospects in the APS the CEO may terminate the employee's employment under section 29 of the PS Act.
412. Upon termination, the employee will be paid a lump sum comprising:
 - 412.1. the balance of the retention period (as shortened for the National Employment Standards under clause 406). This payment will be taken to include payment in lieu of notice of termination of employment, plus
 - 412.2. the employee's National Employment Standards entitlement to redundancy pay.
413. An excess employee will not be terminated involuntarily if they have not been invited to elect for voluntary retrenchment, or if their election for voluntary retrenchment has been refused.
414. Where an excess employee's employment is to be terminated the employee will be given 4 weeks' notice (or 5 weeks' notice for an employee over 45 years of age with at least 5 years of continuous service). This period of notice will be served, as far as practicable, concurrently with the retention period.

Attachment A – Base salaries

Classification	Salary level	As at 31 August 2023	From the later of commencement of the agreement or 14 March 2024	From 13 March 2025	From 12 March 2026
EL2	4	\$153,520	\$159,661	\$165,728	\$171,363
	3	\$146,151	\$151,997	\$157,773	\$163,137
	2	\$141,428	\$147,085	\$152,674	\$157,865
	1	\$129,668	\$134,855	\$139,979	\$144,738
EL1	4	\$123,999	\$128,959	\$133,859	\$138,410
	3	\$119,048	\$123,810	\$128,515	\$132,885
	2	\$113,412	\$117,948	\$122,430	\$126,593
	1	\$108,995	\$113,355	\$117,662	\$121,755
APS6	4	\$99,774	\$103,765	\$107,708	\$111,701
	3	\$97,590	\$101,494	\$105,351	\$108,933
	2	\$92,729	\$96,438	\$100,103	\$103,507
	1	\$88,442	\$91,980	\$95,475	\$99,734
APS5	4			\$91,809	\$96,829
	3	\$84,617	\$88,002	\$91,346	\$94,452
	2	\$82,351	\$85,645	\$88,900	\$91,923
	1	\$80,171	\$83,378	\$86,546	\$89,489
APS4	3	\$77,880	\$80,995	\$84,073	\$86,931
	2	\$75,736	\$78,765	\$81,758	\$84,538
	1	\$73,710	\$76,658	\$79,571	\$82,276
APS3	4	\$72,111	\$74,995	\$77,845	\$80,492
	3	\$68,840	\$71,594	\$74,315	\$76,842
	2	\$66,901	\$69,577	\$72,221	\$74,677
	1	\$65,059	\$67,661	\$70,232	\$72,620
APS2	4	\$61,434	\$63,891	\$66,319	\$68,574
	3	\$59,728	\$62,117	\$64,477	\$66,669
	2	\$57,984	\$60,303	\$62,595	\$64,723
	1	\$56,298	\$58,550	\$60,775	\$62,841
APS1	4				\$60,964
	3	\$54,096	\$56,260	\$58,398	\$60,384
	2	\$51,578	\$53,641	\$55,679	\$57,572
	1	\$49,874	\$52,000	\$54,516	\$57,497
	1	\$48,168	Lifted by pay fragmentation		
Graduate APS		\$61,434	\$63,891	\$66,319	\$68,574
Cadet APS		\$32,273	\$34,840	\$36,526	\$38,523
Trainee APS (Administrative)		\$48,168	\$52,000	\$54,516	\$57,497

Legal Officer

Classification	Salary level	As at 31 August 2023	From the later of commencement of the agreement or 14 March 2024	From 13 March 2025	From 12 March 2026
Legal 2 (EL2)	3	\$154,600	\$160,784	\$166,894	\$172,568
	2	\$149,871	\$155,866	\$161,789	\$167,290
	1	\$141,547	\$147,209	\$152,803	\$157,998
Legal 1 (EL1)	3	\$131,588	\$136,852	\$142,052	\$146,882
	2	\$119,380	\$124,155	\$128,873	\$133,255
	1	\$108,995	\$113,355	\$117,662	\$121,755

Research Scientist

Classification	Salary level	As at 31 August 2023	From the later of commencement of the agreement or 14 March 2024	From 13 March 2025	From 12 March 2026
Senior Principal Research Scientist (EL2)	2	\$193,454	\$201,192	\$208,837	\$215,937
	1	\$174,693	\$181,681	\$188,585	\$194,997
Principal Research Scientist (EL2)	3	\$168,416	\$175,153	\$181,809	\$187,991
	2	\$162,304	\$168,796	\$175,210	\$181,167
	1	\$157,833	\$164,146	\$170,384	\$176,177
Senior Research Scientist (EL2)	4	\$153,520	\$159,661	\$165,728	\$171,363
	3	\$146,151	\$151,997	\$157,773	\$163,137
	2	\$141,428	\$147,085	\$152,674	\$157,865
	1	\$129,669	\$134,856	\$139,981	\$144,740
Research Scientist (EL1)	3	\$123,999	\$128,959	\$133,859	\$138,410
	2	\$119,048	\$123,810	\$128,515	\$132,885
	1	\$108,995	\$113,355	\$117,662	\$121,755

Attachment B – Supported Wage System

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

Definitions

2. In this schedule:

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

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

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

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

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

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

Eligibility criteria

3. Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class for which the employee is engaged under this agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.
4. The schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this agreement relating to the rehabilitation of employees who are injured in the course of their employment.

Supported wage rates

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

Table 3: Applicable percentage of relevant minimum wage paid to applicable employees

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

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

Assessment of capacity

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

Lodgement of SWS wage assessment agreement

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

Review of assessment

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

Other terms and conditions of employment

13. Where an assessment has been made, the applicable percentage will apply to the relevant wage rate only. Employees covered by the provisions of the schedule will be entitled to the same

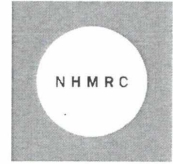
terms and conditions of employment as all other workers covered by this agreement paid on a pro-rata basis.

Workplace adjustment

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

Trial period

15. In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a Trial Period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
16. During that Trial Period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
17. The minimum amount payable to the employee during the Trial Period must be no less than the current weekly rate, as determined by the Fair Work Commission.
18. Work trials should include induction or training as appropriate to the job being trialled.
19. Where the employer and employee wish to establish a continuing employment relationship following the completion of the Trial Period, a further contract of employment will be entered into based on the outcome of assessment under clause 8 and 9.



ATTACHMENT A

Undertaking pursuant to section 190 of the *Fair Work Act 2009* (Cth)

National Health and Medical Research Council Enterprise Agreement 2024-2027 (AG2024/568)

In relation to clause 87 of the National Health and Medical Research Council Enterprise Agreement 2024-2027 (Enterprise Agreement), the National Health and Medical Research Council gives the following undertaking:

1. Employees appointed to the classification of Cadet APS will be paid no less than the minimum rate of pay for a Cadet APS employee in the Australian Public Service Enterprise Award 2015 whilst in practical training or during periods of full-time study.
2. Pursuant with clause 87 of the Enterprise Agreement 2024-2027, APS Cadets will be paid according to the following Table:

	From the later of commencement of the agreement or 14 March 2024	From 13 March 2025	From 12 March 2026
Minimum hourly rate during practical training (APS1.1)	\$26.58	\$27.87	\$29.39
Hourly rate during full-time study (67% of minimum rate)	\$17.80	\$18.67	\$19.69

This undertaking will apply for the duration of the National Health and Medical Research Council Enterprise Agreement 2024-2027.

Signed for and on behalf of National Health and Medical Research Council:

Prue Torrance
General Manager

16 Marcus Clarke Street, CANBERRA ACT 2601

Dated: 18 March 2024