



**Australian Government**

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**Australian Centre for  
International Agricultural Research**

**Enterprise Agreement  
2011-2014**

# Table of Contents

<b>1.</b>	<b>Scope of the Agreement</b>	<b>Page No</b>
1.1	Title	4
1.2	Purpose and Objectives	4
1.3	Underlying Principles and Values	4
1.4	Parties Bound	5
1.5	Comprehensive Agreement	5
1.6	Duration	7
1.7	Human Resources Manual	7
1.8	Delegations	7
1.9	Formal Acceptance of the Agreement	8
1.10	Definitions	9
<b>2.</b>	<b>Working Effectively Together - Communication and Consultation</b>	
2.1	Consultation	10
2.2	Resolution of Agreement disputes	11
2.3	Workplace Diversity and Anti-discrimination	12
2.4	Occupational Health and Safety	12
2.5	Harassment-free Workplace	12
2.6	Termination of Employment	12
<b>3.</b>	<b>Classification Structure and Remuneration</b>	
3.1	Classification Structure and Salary Rates	13
3.2	Salary Rates - Other Employees	13
3.3	Salary Packaging	13
3.4	Employer Superannuation Contributions	13
3.5	Method of Payment	14
3.6	Productivity Pay for 2011-2014	14
<b>4.</b>	<b>Performance and Development</b>	
4.1	Planning, Development and Evaluation	14
4.2	Organisational Performance Bonuses	15
4.3	Individual Development Planning and Evaluation Scheme	15
4.4	Salary Movement based on Performance Assessment	16
4.5	Learning and Development	16
4.6	Study Assistance Scheme	16
4.7	Managing Under-performance	17
4.8	Misconduct	17
<b>5.</b>	<b>Workforce Planning</b>	
5.1	Recruitment and Selection	17
5.2	Advancement through Broadbands	18
5.3	Probation	18
5.4	Induction	18
5.5	Resignation	19
5.6	Redeployment, Reduction and Retrenchment	19

## **6. Balancing Work and Personal Life through Flexible Working Arrangements**

6.1	Achieving a Balance	19
6.2	Hours of Work	19
6.3	Flextime	20
6.4	Core Times and Bandwidth	20
6.5	Part-Time Employment	20
6.6	Excess Duty and Flex-time	20
6.7	Working from Home	20

## **7. Leave Arrangements**

7.1	Annual Leave	21
7.2	Leave Entitlements for New Employees	21
7.3	ACIAR Annual Closedown	21
7.4	Personal/Carer's Leave	21
7.5	Payment on Death	22
7.6	Long Service Leave	22
7.7	Discretionary Leave	22
7.8	War Service Sick Leave	22
7.9	Maternity Leave	22
7.10	Parental Leave	22
7.11	Defence Reservists Leave and Emergency Services Leave	24
7.12	Public Holidays	25
7.13	Purchased Leave	25

## **8. Assistance and Allowances**

8.1	Relocation Assistance for Eligible Employees	26
8.2	First Aid	26
8.3	Motor Vehicle Allowance	26
8.4	Travel	26
8.5	Health Promotion Initiatives	26
8.6	Employee Assistance Scheme	26

## **9. Appendices**

Appendix A	Classification Structure & Salary Rates	27
Appendix B	Other Salary Rates	29
Appendix C	Redeployment, Reduction and Retrenchment	30
Appendix D	Principles relating to Workplace delegates	34

# 1. SCOPE OF THE AGREEMENT

## 1.1 Title

1.1.1 This Agreement will be known as the *Australian Centre for International Agricultural Research Enterprise Agreement 2011-2014* (the Agreement).

## 1.2 Purpose and Objectives

1.2.1 The Agreement will enable ACIAR to fulfil its mission effectively and efficiently by maintaining a work environment and conditions of employment that support, develop and encourage employees to perform at their best. Through the Agreement we will confirm the commitment of all ACIAR employees to fulfil ACIAR's mission to achieve more productive and sustainable agricultural systems for the benefit of developing countries and Australia and work towards our vision of a world where poverty has been reduced and the livelihoods of many improved through more productive and sustainable agriculture emerging from collaborative international research.

1.2.2 The Agreement aims to facilitate achievement of ACIAR's priorities by:

- continuously developing smarter work practices which encourage all employees and supervisors to manage and prioritise workloads within reasonable working hours;
- further strengthening a performance-based culture and fairly recognising and rewarding high achievement;
- continuing to improve ACIAR's effectiveness through high quality management of human resources;
- promoting employee commitment to ACIAR by upholding workplace diversity, anti-discrimination and family-friendly policies and practices;
- continuously improving operational efficiency with streamlined administrative processes and more flexible working arrangements which enable employees to balance their professional and personal lives; and
- encouraging employee development through a positive working environment that supports and emphasises well-focused training and career development.

1.2.3 ACIAR and its employees recognise the link between gains in productivity and the need to reflect these in improved conditions of employment where possible. In developing the Agreement ACIAR and its employees agree that:

- the arrangements and provisions contained herein have been developed and will be implemented in the context of ACIAR's overall budget; and
- any further changes to working arrangements or conditions flowing on from the Agreement or otherwise affecting employees will be developed in consultation with employees through the ACIAR Consultative Committee (ACC).

## 1.3 Underlying Principles and Values

1.3.1 To enable the Agreement to achieve its aims we acknowledge:

- i. that it is through joint and individual efforts that we will achieve organisational and individual growth;
- ii. that we share the responsibility for the successful delivery of ACIAR's planned outputs;
- iii. that we will aim for principled, transparent and equitable decision-making;
- iv. that we will aim for all ACIAR employees to be valued and recognised for their efforts;
- v. the value a diverse workforce adds will be reflected in ACIAR's policies and actions; and
- vi. that all ACIAR employees will abide by the APS Values and will act in accordance with the APS Code of Conduct.

## 1.4 Parties Bound

- 1.4.1 In accordance with Part 2-4 of the *Fair Work Act 2009* (the Fair Work Act) the Agreement binds the Chief Executive Officer (CEO) of ACIAR as the employer on behalf of the Commonwealth and all non-SES employees employed by ACIAR under the *Public Service Act 1999* (the PS Act)

## 1.5 Comprehensive Agreement

- 1.5.1 The Agreement exhaustively states the terms and conditions of employment of the employees covered by the Agreement other than terms and conditions applying under a Commonwealth law. From the commencement of this Agreement, a person or organisation covered by the Agreement will not pursue further claims for terms and conditions of employment that would have effect during the period of operation of this Agreement, except where consistent with the terms of this Agreement.
- 1.5.2 Individual Flexibility Arrangements. The CEO and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
- a) the arrangement deals with 1 or more of the following matters:
    - i. arrangements about when work is performed;
    - ii. overtime rates;
    - iii. penalty rates;
    - iv. allowances;
    - v. remuneration; and/or
    - vi. leave; and
  - b) the arrangement meets the genuine needs of the Agency and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
  - c) the arrangement is genuinely agreed to by the CEO and employee.
  - d) The CEO must ensure that the terms of the individual flexibility arrangement:
    - i. are about permitted matters under section 172 of the *Fair Work Act 2009*; and
    - ii. are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
    - iii. result in the employee being better off overall than the employee would be if no arrangement was made.
  - e) The CEO must ensure that the individual flexibility arrangement:
  - f) is in writing; and
  - g) includes the name of the employer and employee; and
  - h) is signed by the CEO and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
  - i) includes details of:

- i. the terms of the enterprise agreement that will be varied by the arrangement; and
  - ii. how the arrangement will vary the effect of the terms; and
  - iii. how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- j) states the day on which the arrangement commences and, where applicable, when the arrangement ceases.
  - k) The CEO must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
  - l) The CEO or employee may terminate the individual flexibility arrangement:
    - m) by giving no more than 28 days written notice to the other party to the arrangement; or
    - n) if the CEO and employee agree in writing — at any time.

1.5.3 The persons and organisations covered by this Agreement acknowledge that this Agreement may be varied. If variations to this Agreement have been genuinely agreed to by the employees covered by this Agreement, application will be made to Fair Work Australia to approve the variation pursuant to Division 7 of Part 2-4 of the Fair Work Act.

1.5.4 It is acknowledged that employment is subject to the relevant provisions of the following Acts, regulations or instruments made under the Acts, as may be amended from time to time, amongst others:

- *Age Discrimination Act 2004;*
- *Disability Discrimination Act 1992;*
- *Australian Human Rights Commission Act 1986;*
- *Long Service Leave (Commonwealth Employees) Act 1976;*
- *Maternity Leave (Commonwealth Employees) Act 1973;*
- *Occupational Health and Safety Act 1991;*
- *Public Employment (Consequential and Transitional) Amendment Act 1999;*
- *Public Service Act 1999;*
- *Racial Discrimination Act 1975;*
- *Safety, Rehabilitation and Compensation Act 1988;*
- *Sex Discrimination Act 1984;*
- *Superannuation Act 1976;*
- *Superannuation Act 1990;*
- *Superannuation Act 2005;*
- *Superannuation (Productivity Benefit Act) 1988;*
- *Superannuation Benefits (Supervisory Mechanisms) Act 1990;*
- *Superannuation Guarantee (Administration) Act 1992;*
- *Superannuation Industry (Supervision) Act 1993; and*
- *Fair Work Act 2009.*

## **1.6 Duration**

- 1.6.1 The Agreement comes into effect 7 days after approval by Fair Work Australia. The nominal expiry date of this Agreement will be 30 June 2014.

## **1.7 Human Resources Manual**

- 1.7.1 ACIAR acknowledges its employees are its most fundamental and valued resource and remains committed to continually improving its human resources management in consultation with employees. The Agreement outlines the core entitlements for employment conditions in ACIAR. In accordance with human resource management best practice, ACIAR maintains a Human Resources Manual (the HR Manual) to implement the core entitlements outlined in the Agreement and to provide information on how ACIAR will ordinarily make decisions on human resource management issues.
- 1.7.2 References in the Agreement to the HR Manual are for the further information of employees and it in no way forms part of the Agreement. References to HR Manual chapter numbers and headings referred to in the Agreement may change from time to time. ACIAR will continue to review and update the HR Manual as necessary, in full consultation with the ACC and employees.

## **1.8 Delegations**

- 1.8.1 The CEO may delegate any or all of his or her powers and functions under the Agreement, and may do so subject to the provisions of the PS Act and the *ACIAR Act 1982* as amended, on condition that:
- delegations can only be made to ACIAR employees;
  - the power to delegate cannot itself be delegated; and
  - a person exercising a delegation must comply with directions from the CEO.

**1.9 Formal Acceptance of the Agreement**

1.9.1 The Agreement is made and approved under Part 2-4 of the Fair Work Act. Accordingly, it is an agreement between the CEO and the employees who are covered by the Agreement.

**1.9.2 Employer**

Signed by the CEO, Dr Nick Austin, on behalf of the Commonwealth  
Address: 38 Thynne Street, Fern Hill Park, Bruce ACT 2617

Signed.....


Agency: Australian Centre for International Agricultural Research

Dated this 20<sup>th</sup> day of June 2011


**1.9.3 Nominated Employee Representatives**

Signed for and on behalf of employees covered by the Agreement by their nominated representatives :

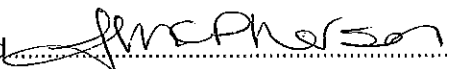
Name: Les Baxter, Staff Representative  
Address: 38 Thynne Street, Fern Hill Park, Bruce ACT 2617

Signed.....

Name: WARREN PAKE, Staff Representative  
Address: 38 Thynne Street, Fern Hill Park, Bruce ACT 2617

Signed.....

Name: Frances McPherson, Staff Representative  
Address: 38 Thynne Street, Fern Hill Park, Bruce ACT 2617

Signed.....

## 1.10 Definitions

"ACIAR" means the Australian Centre for International Agricultural Research.

"ACC" means the ACIAR Consultative Committee.

"the Agreement" means the *ACIAR Enterprise Agreement 2011-2014*.

"APSC" means the Australian Public Service Commission.

"Bandwidth" means the span of hours during which an employee may work.

"Broadband" refers to two or more classifications grouped together in ACIAR (e.g. APS 1-3, APS 4-6, etc), which enables the advancement of employees between classifications in that broadband provided they meet assessment requirements and provided work is available and required by management at that level.

"CEO" means the Chief Executive Officer of ACIAR.

"Consultation" means participation contributing to the decision-making process, not only in appearance but also in fact.

"Employee" means an employee employed under and within the meaning of the *Public Service Act 1999*, whether full-time or part-time, ongoing or non-ongoing.

"Employer" is the CEO of ACIAR, on behalf of the Commonwealth

"Family or household" means a person who:

- i. is related by blood or by marriage;
- ii. stands in a *bona fide* domestic or household relationship with the employee without discrimination as to sexual preference;
- iii. is a child or an adopted child of the employee; and/or
- iv. is a child or an adopted child of the person who stands in a *bona fide* domestic or household relationship with the employee.

Fair Work Act definition of 'immediate family':

- (a) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
- (b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.

"FWA" means Fair Work Australia

"Program Managers" are the Research Program Managers.

"Salary" means that the employee's rate of salary or pay (in accordance with the salary/pay rates at Appendix A) will be salary for all purposes. Specifically, where salary sacrifice arrangements are in place, the employee's salary for purposes of superannuation, severance and termination payments will be determined as if the salary sacrifice arrangement had not been entered into.

"War Veterans" means employees who are war veterans as defined under the *Veterans' Entitlements Act 1986*.

## **2. WORKING EFFECTIVELY TOGETHER - COMMUNICATION AND CONSULTATION**

### **2.1 Consultation on major changes**

- 2.1.1 This clause applies where a decision is made to introduce major changes in a work area that are likely to have significant effects on employees, other than where provision is already made elsewhere in this enterprise agreement regarding a specific major change.
- 2.1.2 Where a definite decision is made to introduce major changes in program, organisation, structure or technology that are likely to have significant effects on employees, the CEO must notify the employees who are likely to be affected by the proposed changes and their representatives, if any.
- 2.1.3 Significant effects include:
- termination of employment;
  - major changes in the composition, operation or size of the Agency's workforce or in the skills required;
  - the elimination or diminution of job opportunities, promotion opportunities or job tenure;
  - significant alteration in hours of work;
  - the need to retrain employees;
  - the need to relocate employees to another workplace; and
  - the major restructuring of jobs.
- 2.1.4 CEO to discuss major changes
- The CEO must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 2.1.3, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.
- 2.1.5 The discussions must commence as early as practicable after a definite decision has been made to make the changes referred to in clause 2.1.3.
- 2.1.6 For the purposes of such discussion, the employees concerned and their representatives, if any, are to be provided in writing all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees. The CEO is not required to disclose confidential or commercially sensitive information to the employees.
- 2.1.7 ACIAR Consultative Committee**
- 2.1.8 The peak consultative committee shall be the ACIAR Consultative Committee (ACC), chaired by the CEO or his or her nominee and comprising representatives nominated by the CEO and representatives nominated by employees.
- 2.1.9 The ACC will have the primary responsibility for monitoring the implementation of, and facilitation of the harmonious operation of the Agreement. The ACC may at any time make recommendations to the CEO regarding workplace issues not explicitly dealt with in the Agreement.
- 2.1.10 Further information on the operation of the ACC, including its Terms of Reference, can be found in Chapter 1 of the HR Manual.

2.1.11 Freedom of association and principles articulated in this Agreement will be consistent with the provisions of the Fair Work Act. All ACIAR employees are free to decide whether or not to join and be represented by a union in the workplace, including in bargaining.

## 2.2 Resolution of Agreement disputes

2.2.1 If a dispute relates to a matter under this agreement, or the NES, the parties to the dispute must first attempt to resolve the matter at the workplace level by discussions between the employee or employees concerned and the relevant supervisor/manager.

2.2.2 If a resolution to the dispute has not been achieved after discussions have been held in accordance with clause 2.2.1, the parties to the dispute will endeavour to resolve the dispute in a timely manner either through discussions with more senior levels of management where appropriate or through alternative dispute resolution methods.

2.2.3 If discussions at the workplace level do not resolve the dispute, and all appropriate steps have been taken in accordance with clauses 2.2.1 and 2.2.2, a party to the dispute may refer the matter to Fair Work Australia.

2.2.4 Fair Work Australia may deal with the dispute in 2 stages:

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

*Note: If Fair Work Australia arbitrates the dispute, it may also use the powers that are available to it under the Act. A decision that Fair Work Australia makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Fair Work Act 2009. Therefore, an appeal may be made against the decision.*

2.2.5 The agency or an employee who is a party to the dispute may appoint another person, organisation or association to accompany and/or represent them for the purposes of this term.

2.2.6 Resolution of disputes is to occur in good faith by following the same principles as the good faith bargaining requirements at section 228 of the Fair Work Act 2009.

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

- a) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
- b) an employee must comply with a direction given by the CEO to perform other available work at the same workplace, or at another workplace, unless:
  - i. the work is not safe; or

- ii. applicable occupational health and safety legislation would not permit the work to be performed; or
- iii. the work is not appropriate for the employee to perform; or
- iv. there are other reasonable grounds for the employee to refuse to comply with the direction.

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

2.2.9 If a matter is a 'reviewable action' within the meaning in the *Public Service Regulations 1999*, the employee may apply for review of that action under s 33 of the PS Act as a way of settling the dispute.

## **2.3 Workplace Diversity and Anti-discrimination**

2.3.1 ACIAR is committed to promoting and supporting diversity in the workplace. ACIAR's Workplace Diversity Policy can be found in Chapter 1 of the HR Manual.

2.3.2 ACIAR and its employees will work to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin, consistent with the *Fair Work Act*, the PS Act and other relevant legislation.

## **2.4 Occupational Health and Safety**

2.4.1 ACIAR will promote and maintain the health, safety and wellbeing of employees consistent with the *Occupational Health and Safety Act 1991*. Further information on ACIAR's OH&S Policy and Guidelines can be found in Chapter 1 of the HR Manual.

## **2.5 Harassment-free Workplace**

2.5.1 Harassment, bullying and discrimination are unacceptable in ACIAR and contrary to the APS Values and Code of Conduct. ACIAR does not tolerate such behaviour. In circumstances where a harassment, bullying or discrimination matter arises, ACIAR will take prompt action to address specific concerns of the affected employee. Further information on ACIAR's Workplace Harassment Policy can be found in Chapter 1 of the HR Manual.

## **2.6 Termination of Employment**

2.6.1 Termination of, or a decision to terminate employment, cannot be reviewed under the dispute prevention and resolution procedure addressed in clause 2.2 of this Agreement, or the review of actions procedures under the PS Act.

2.6.2 The rights and remedies of an employee in relation to termination of employment are those applicable under:

- i. Division 11 of Part 2-1 of the Fair Work Act;
- ii. Parts 3-1 and 3-2 of the Fair Work Act;
- iii. other Commonwealth laws (including the Constitution); and
- iv. common law.

2.6.2 Where a decision to terminate employment has been made, notice or termination or payment in lieu of notice shall be in accordance with s 117 of the Fair Work Act.

2.6.3 Nothing in the Agreement prevents the CEO from terminating the employment of an employee for serious misconduct without notice or payment in lieu of notice, consistent with s 123 of the Fair Work Act, subject to compliance with the procedures established by the CEO for determining whether an employee has breached the Code of Conduct under section 15 of the PS Act.

### **3. CLASSIFICATION STRUCTURE AND REMUNERATION**

- 3.1 Appendix A details the classification structure and salary rates payable to ACIAR employees.
- 3.2 Appendix B details the arrangements for junior employees, trainees, cadets and employees on supported salary rates.

#### **3.3 Salary Packaging**

- 3.3.1 An ACIAR employee may choose to sacrifice part of his or her salary for non-cash benefits from a menu in accordance with ACIAR salary packaging principles (chapter 8 HR Manual). Employees may salary sacrifice up to 100% of their salary subject to receiving advice from an accredited financial adviser.
- 3.3.2 All such benefits will be calculated on gross salary and will not reduce salary for superannuation purposes. For ethical reasons, the employee will sign a declaration that he or she will not access any Government-provided benefits, such as Centrelink benefits, or payment increases for child support that would result solely from the reduction in gross salary from salary packaging.
- 3.3.3 Any fringe benefits tax, GST and/or administrative costs incurred as a result of the salary packaging arrangement will be met by the employee on a salary sacrifice basis.

#### **3.4 Employer Superannuation Contributions**

- 3.4.1 The Agency will make compulsory employer contributions as required by the applicable legislation and fund requirements.

Where an employee has chosen an accumulation superannuation fund other than the PSS Accumulation Plan (PSSap), the employer contribution will be the same percentage of the fortnightly superannuation contribution salary as that required for employees who are members of PSSap. This will not be reduced by any other contributions made through salary sacrifice arrangements. This clause does not apply where a superannuation fund cannot accept employer superannuation contributions (e.g. unable to accept contributions for people aged over 75).

*Note: At the time of commencement of this Agreement the rate of PSSap employer contribution is 15.4 percent.*

- 3.4.2 Employer superannuation contributions will not be paid on behalf of employees during periods of unpaid leave that does not count as service, unless otherwise required under legislation.
- 3.4.3 The CEO may choose to limit superannuation choice to complying superannuation funds that allow employee and/or employer contributions to be paid through fortnightly electronic funds transfer using a file generated by the Agency's payroll system.

#### **3.5 Method of Payment**

- 3.5.1 Employees will be paid fortnightly in arrears by electronic funds transfer into a financial institution account of their choice. The fortnightly rate of pay will be based on the following formula:

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

#### **3.6 Productivity Pay for 2011-2014**

- 3.6.1 Pay increases for 2011-2014 are based on our agreement that:
  - i. all employees will have the opportunity to contribute to the planning,

achievement and evaluation of ACIAR's operational goals, and by doing so, improve the organisation's capabilities and performance;

- ii. all employees will have the opportunity to develop and use new capabilities by participating in ACIAR's performance management scheme; and
- iii. ACIAR employees and managers will work together to offset the pay increases by increasing operational efficiency with simplified administrative processes and more effective use of technology to increase productivity.

3.6.2 This Agreement is an important reform package providing productivity and efficiency improvements, with benefits to employees and ACIAR partners. Productivity savings will be achieved via a number of new/complementary initiatives, including:

- i. continuous development of stronger financial budgeting, monitoring and reporting systems and skills;
- ii. utilizing staff consultation to continuously evaluate functions, structure and processes to improve the effectiveness of work undertaken and managed;
- iii. more efficient knowledge management with supporting technologies and processes, including the introduction of ICT sustainability initiatives.

3.6.3 Eligible ACIAR employees will receive

- i. an increase of 2.6% in base salary effective from the beginning of the first pay period that starts after the Agreement takes effect;
- ii. a further increase of 3% in base salary with effect from the beginning of the first pay period that starts on or after 1 July 2012; and
- iii. a further increase of 3% in base salary with effect from the beginning of the first pay period that starts on or after 1 July 2013.

## **4. PERFORMANCE AND DEVELOPMENT**

### **4.1 Planning, Development and Evaluation in ACIAR**

4.1.1 Each financial year ACIAR will develop an Annual Operational Plan (AOP) which sets out the goals that ACIAR aims to achieve to meet the desired objectives in its Corporate Plan. ACIAR acknowledges the importance of measuring and reporting on the organisation's performance against the AOP.

4.1.2 The CEO, in consultation with the Senior Management Team (SMT), will establish Key Performance Indicators for the AOP.

4.1.3 During each financial year the CEO will provide to all ACIAR employees regular assessments of progress against the AOP for that year. The CEO will make a final assessment of ACIAR's performance in June of each year, taking consultation with ACIAR employees into account.

4.1.4 Individual performance agreements will be linked to the AOP which is in turn linked and aligned to the Corporate Plan.

### **4.2 Organisational Performance Bonuses**

4.2.1 Where the CEO determines that a specified percentage of the items in that financial year's AOP have been achieved:

- i. a bonus payment of \$1000 will be payable in the July immediately following that financial year to all eligible ACIAR APS employees who are currently employed at the end of the financial year, whose

individual performance has been assessed as 'meets expectations' or 'exceeds expectations' and who have been employed in ACIAR for at least 9 months;

- ii. a bonus payment equal to half the amount in (i) will be paid to those employees whose individual performance has been assessed as 'meets expectations' or 'exceeds expectations' and who have been employed in ACIAR between 6 and 9 months; and
- iii. a pro-rata bonus payment will be paid to part-time employees who meet the criteria of either (i) or (ii).

4.2.2 Where the CEO has determined that, in addition to ACIAR achieving a specified percentage of items in that financial year's AOP, all other items have also been achieved at an appropriate level:

- i. a bonus payment of \$2000 (instead of the \$1000 in clause 4.2.1 (i)) will be payable in the July immediately following that financial year, to all eligible ACIAR APS employees who are currently employed at the end of the financial year, whose individual performance has been assessed as 'meets expectations' or 'exceeds expectations' and who have been employed in ACIAR for at least 9 months;
- ii. a bonus payment equal to half the amount in (i) will be paid to those employees whose individual performance has been assessed as 'meets expectations' or 'exceeds expectations' and who have been employed in ACIAR between 6 and 9 months; and
- iii. a pro-rata bonus payment will be paid to part-time employees who meet the criteria of either (i) or (ii).

4.2.3 Organisational bonuses do not count as salary for superannuation purposes. Further information on the administration of the organisational bonus is in Chapter 2 of the HR Manual.

### **4.3 Individual Development Planning and Evaluation Scheme (IDPES)**

4.3.1 The performance of individual employees is critical to the successful achievement of organisational goals and the IDPES provides a mechanism whereby the performance of each individual employee can be enhanced to enable achievement of both ACIAR's and individual goals.

4.3.2 ACIAR and its employees agree that the success of the IDPES is the joint responsibility of supervisors and employees to ensure that each ACIAR employee, other than non-ongoing employees engaged for terms of less than 6 months, develops an annual performance agreement with his or her supervisor.

4.3.3 At the end of each performance cycle each employee will be assigned a rating of 'does not meet expectations', 'meets expectations' or 'exceeds expectations' by his or her supervisor. The rating of 'meets expectations' indicates that performance meets work-level standards for the relevant classification.

4.3.5 Employees who receive a rating of 'meets expectations' or 'exceeds expectations' will be eligible for salary progression of one salary point (where available) if all other eligibility requirements have been met (clause 4.4.2).

4.3.6 Further information on the administration of the IDPES is available in Chapter 2 of the HR Manual.

### **4.4 Salary Movement Based on Performance Assessment**

4.4.1 Movement between the salary points within each classification will be on the basis of performance assessment using the IDPES (see Appendix A for classification structure).

4.4.2 Salary progression to higher salary points within a classification level is available to eligible employees who, after commencing in ACIAR, have performed duties at that classification level for a period of at least 9 months as at 30 June each year and who meet performance assessment requirements (clause 4.3.5).

4.4.3 Salary progression based on performance assessment (ie payment of increments, where they are available) will be paid effective in July of each year. Salary progression is not available to employees who are still on probation.

4.4.4 Employees who have been receiving Temporary Performance Loading for 9 months or more, and whose performance is rated as 'meets expectations' or 'exceeds expectations', are eligible for salary progression to the next pay-point at the higher level for the remainder of the reassignment of duties.

## **4.5 Learning and Development in ACIAR**

4.5.1 ACIAR is committed to providing opportunities for employees to develop and enhance their skills and knowledge to meet ACIAR's current and future capability requirements. At the same time, ACIAR expects its employees to take responsibility for developing and maintaining skills relevant to ACIAR and to their own career development.

4.5.2 To complement on-the-job learning, and in recognition of the benefits to both employees and the organisation, all employees (except those on short-term non-ongoing contracts) will be eligible to apply for off-the-job learning activities, including formal study which is relevant to ACIAR's requirements.

4.5.3 Learning and development needs for individuals will be identified during the development and review of performance agreements under the IDPES. Performance agreements will link individual performance and skill needs to the achievement of ACIAR's goals and organisational capability needs.

4.5.4 ACIAR acknowledges the importance of sharing knowledge through coaching and mentoring, and with this in mind performance agreements should include reference to the contribution each employee will make to enhance the knowledge and skills of other ACIAR employees. As a guide, performance discussions could include the role each employee might play in the following roles:

- Learning, coaching and mentoring;
- contributing independently;
- contributing through others; and/or
- helping to set strategic directions.

## **4.6 Study Assistance Scheme**

4.6.1 ACIAR's study assistance scheme aims to:

- enhance the skills and knowledge of employees in order to increase the organisation's capacity to achieve corporate goals, manage change and increase organisational competence;
- assist employees with their career development, adaptability and mobility; and
- improve current and future job performance by encouraging a culture of continuous improvement.

4.6.2 Study assistance is discretionary and applicants do not have an automatic entitlement to approval as a student for either study leave or for financial assistance. Applications for study assistance are considered in accordance with ACIAR's Study Assistance Policy and having regard to ACIAR's operational priorities and resources.

4.6.3 Employees will be eligible to apply for study assistance to undertake a formal course of study at tertiary or higher education institutions or to undertake vocational education courses where:

- the CEO judges that the study will assist in meeting identified capability needs in ACIAR;
- the CEO judges that this is a cost-effective way of meeting those needs; and
- the study has been recommended in the context of the employee's performance agreement.

4.6.4 Further information on the administration of study assistance is contained in Chapter 6 of the HR Manual.

## **4.7 Managing Under-performance**

- 4.7.1 Performance feedback using the IDPES will be the initial and primary channel for addressing under-performance. Where an employee's performance is not satisfactory, the supervisor will address performance issues using ACIAR's Guidelines for Managing Under-performance (Chapter 2 HR Manual).
- 4.7.2 The continuing employment of non-ongoing employees on terms of 6 months or less and employees on probation will be subject to the performance requirements outlined in their employment contract.
- 4.7.3 Where under-performance is due to ill health, employees may be requested to undergo a medical examination to determine their fitness for duty and to guide agreement on suitable duties and working arrangements during the period of ill health.
- 4.7.4 The under-performance framework does not apply to employees under a period of probation, non-ongoing employees who are engaged for less than six months or employees who are being case managed due to a suspected breach of the code of conduct, an identified medical condition/injury or loss of essential qualifications.
- 4.7.5 Where a dispute over performance appraisal leads to an Internal Review of Actions, employees, supervisors and management should adhere to the principles outlined in chapter 1 of the HR Manual.
- 4.7.6 Where an employee's performance has been assessed as 'does not meet expectations' he or she is not eligible for salary progression or payment of the organisational performance bonus.
- 4.7.7 Where a supervisor has followed ACIAR's agreed procedures to manage under-performance and the supervisee's performance has not improved, salary regression or termination may apply.

## **4.8 Misconduct**

- 4.8.1 All ACIAR employees are required to abide by the APS Code of Conduct. Procedures for managing suspected breaches of the Code of Conduct are located in Chapter 3 of the HR Manual.

## **5. WORKFORCE PLANNING**

### **5.1 Recruitment and Selection**

- 5.1.1 ACIAR is committed to appropriate and transparent recruitment, promotion, movement and advancement of employees in recognition that this will enable it to meet its varying short-term and long-term capability needs.
- 5.1.2 Recruitment and selection will be in accordance with the procedures and principles outlined in the PS Act, the *Public Service Regulations 1999*, the *Public Service Commissioner's Directions 1999* and ACIAR's Recruitment and Selection Policy and Guidelines (Chapter 4 HR Manual).
- 5.1.3 The CEO will determine whether employees are to be engaged on an ongoing or non-ongoing basis (for a specified term or task) having regard to Regulation 3.5 of the Public Service Regulations, effective resource management, organisational requirements and priorities and the career management and development needs of existing employees.
- 5.1.4 Employees who are engaged, promoted or moved to ACIAR following the commencement of the Agreement will be placed on the minimum salary point within the relevant classification unless the CEO determines otherwise (see also clause 4 Appendix B).
- 5.1.5 Selection panels will be convened to consider and recommend to the delegate all engagements to vacant positions, subject to clause 5.2.2. At the discretion of the panel chair, and with the agreement of the CEO, persons external to ACIAR may be included on the panel.
- 5.1.6 To deliver the required productivity gains underpinning the Agreement the CEO will, as opportunities arise through the departure of existing employees (e.g. through retirement, resignation etc), examine those vacant positions to determine whether:
  - i. the position is still required;

- ii. the duties could be redistributed to other employees;
- iii. the duties need to be amended; and/or
- iv. the duties are more commensurate with a position at a lower classification.

5.1.7 Where, at the time of engagement, an employee's salary is set at an incorrect salary point (e.g. because of administrative error) within the applicable salary scale, the CEO may determine in writing the payment of the employee's salary at the correct salary point.

5.1.8 Excess employees and those employees returning from long periods of leave will be considered for jobs at level prior to any decision to advertise externally, in accordance with APSC Redeployment Principles.

5.1.9 External advertising and a merit selection process must precede the promotion of any ACIAR employee between ACIAR broadbands.

## **5.2 Advancement through Broadbands in ACIAR**

5.2.1 The following principles apply to advancement through broadbands in ACIAR:

- i. ACIAR will adhere to the merit principle, as outlined in the APS Values, when considering any case for advancement in ACIAR;
- ii. decision-making will be guided by the principles outlined in clause 1.3.1 (iii); and
- iii. work must be available and required by management at that level.

5.2.2 The CEO retains the right of an employer under the PS Act to redeploy employees as required to meet agency objectives (e.g. those returning from long periods of leave). Under these circumstances the procedures outlined in the HR Manual may not apply.

5.2.3 Employees cannot be advanced over a hard barrier as such a movement constitutes a promotion - the provisions of clause 5.1.9 apply. The advancement of employees through broadbands is guided by the procedures in Chapter 4 of the HR Manual.

## **5.3 Probation**

5.3.1 New APS employees in ACIAR who are engaged as ongoing employees or as non-ongoing employees whose employment contract is greater than six months will be subject to satisfactory completion of a probation period. New employees will be advised of the period of probation – which is generally six months – in their employment contract. Further information on probation is in Chapter 2 of the HR Manual.

## **5.4 Induction**

5.4.1 ACIAR considers it important that employees joining the organisation become aware of its vision, mission, values, strategic and operational plans, history, structure and operations as well as being briefed on their rights, responsibilities and roles in the organisation. ACIAR will ensure that formal and informal induction and orientation is provided to new employees engaged for terms of six months or longer by way of mentoring, training and access to comprehensive information on the Intranet.

## **5.5 Resignation**

5.5.1 In general, an employee resigning from ACIAR is required to give at least two weeks notice of his or her intention to do so; however the employee and ACIAR may come to a mutually acceptable agreement on a shorter notice period. The employee may be paid his or her normal salary in lieu of working out the notice period, subject to this arrangement being mutually acceptable to the employee and ACIAR. Further information on periods of notice is in Chapter 5 of the HR Manual.

## **5.6 Redeployment, Reduction and Retrenchment**

- 5.6.1 The parties to the Agreement recognise that, for a variety of reasons, ongoing employees might, at some point, have to consider the options of redeployment, reduction or retrenchment. Further information on the procedures for handling redeployment, reduction and retrenchment are described in Appendix C.

## **6. BALANCING WORK AND PERSONAL LIFE THROUGH FLEXIBLE WORKING ARRANGEMENTS**

ACIAR commits to providing employees with a work/life balance that recognises the family, caring and other personal commitments of employees. In keeping with that commitment, this Agreement contains measures and entitlements to assist staff and their managers achieve that balance. These include; access to part-time work, job sharing, and flexible working arrangements such as working from home, additional maternity leave provisions and paid parental leave. In making decisions about access to measures and entitlements, the employer will give priority to the importance of employees achieving work/life balance. The employer will only deny an employee's request where there are operational reasons for doing so.

### **6.1 Achieving a Balance**

- 6.1.1 Employees and supervisors acknowledge the need to work the standard working hours (as described) and any reasonable additional hours as required, ensuring that the employees' working hours facilitate the meeting of operational needs.
- 6.1.2 Employees should consult their supervisor before accessing flexible working arrangements, recognising that operational needs may limit access to some conditions at certain times.
- 6.1.3 Supervisors and supervisees will strive to:
- i. achieve a balance between work and personal lives through flexible working arrangements that enable employees to meet both sets of responsibilities;
  - ii. identify and implement productivity improvements and streamlined processes to achieve maximum efficiency; and
  - iii. minimise the need to work excessive hours.
- 6.1.4 ACIAR and its employees agree that assessment of, and recognition of, an employee's performance should be based on results rather than hours worked in excess of normal hours.  
Note: Employees, including long term casual employees, also have a right to request flexible working arrangements under Part 2-2 of the Fair Work Act.

### **6.2 Hours of Work**

- 6.2.1 In ACIAR standard working hours are from 8:30am to 12.30pm and 1:30pm to 5.00pm (a total of 7 hours and 30 minutes per day) from Monday to Friday. The specified hours of work for full-time employees are 37.5 hours per week which equates to 150 hours over a four-week settlement period.

### **6.3 Flextime**

- 6.3.1 Flextime is a system of flexible working hours managed in the relevant work area which enables employees and supervisors to vary attendance to meet peak workloads, enhance organisational ability and facilitate the personal commitments of employees. Employees at the APS1 to APS6 levels are entitled to access flextime arrangements. Employees will not carry an accrual of more than 1 standard week (37.5hrs). Further information on Flextime can be found in Chapter 5 of the HR Manual.
- 6.3.2 Supervisors will ensure that employees maintain appropriate and correct records of attendance consistent with the requirements of the Fair Work Act.
- 6.3.3 Executive Level employees have access to flexible working arrangements [time off in lieu (TOIL)] at management discretion. Further information on this arrangement can be found in Chapter 5 of the HR Manual.

### **6.4 Core Times and Band Width**

- 6.4.1 Core times are 9:30 am to 12 noon and 2 pm to 4 pm and all employees must be on duty during core times unless they are on approved leave.
- 6.4.2 The span of hours (flextime bandwidth) during which an employee may work his or her specified hours is 7am to 7pm Monday to Friday, subject to a 10 hour limit within this 12 hour span.

### **6.5 Part-time Employment**

- 6.5.1 A part-time employee is one whose regular work hours are fixed at less than 75 hours a fortnight. Subject to operational requirements, ACIAR aims to provide opportunities for employees at all levels to work on a regular part-time basis to help them balance their work and personal responsibilities.
- 6.5.2 Guidelines to determine the eligibility of employees for part-time work and administrative procedures to support part-time work are in Chapter 5 of the HR Manual.

### **6.6 Excess Duty**

- 6.6.1 Excess duty for employees at APS levels 1-6 is defined as work performed at the direction of the CEO outside the flex-time bandwidth (Monday-Friday, 7am-7pm) or on weekends or public holidays. Excess duty must be supported by supervisors and cannot be self-initiated.
- 6.6.2 Directions to work outside the flextime bandwidth will not be made where the employee has been granted flex leave for the adjoining bandwidth hours or where the employee has worked less than standard hours on the relevant day.
- 6.6.3 Any employee directed by the CEO to undertake excess duty will be compensated by payment at the following rates:
  - i. from Monday to Saturday inclusive, an hourly rate of time and a half for the first 3 hours each day and double time thereafter;
  - ii. on a Sunday or public holiday, double time.

A minimum two hour payment shall apply, except in the case where there is no break between the excess duty and normal duty, in which case no minimum payment shall apply. Further information can be found in Chapter 5 of the HR Manual.

### **6.7 Working from Home**

- 6.7.1 A detailed policy and guidelines for employees wishing to access work from home can be found in the HR Manual.

## **7. LEAVE ARRANGEMENTS**

### **7.1 Annual Leave**

7.1.1 Full-time employees are entitled to 20 working days paid annual leave which accrues progressively. Part-time employees accrue, and are credited daily, annual leave based on 20 days paid annual leave on a pro-rata basis according to the number of hours worked. Accrued entitlements may be taken at any time with the approval of the supervisor.

7.1.2 Further information on administrative matters relating to annual leave is in Chapter 7 of the HR Manual.

### **7.2 Leave Entitlements for New Employees**

7.2.1 Where an employee moves (including on promotion or for an agreed period) from another agency where they were an ongoing APS employee, the employee's unused accrued Annual leave and Personal/carers leave (however described) will be recognised, provided there is no break in continuity of service.

7.2.2 Where an employee is engaged as either an ongoing or non-ongoing APS employee immediately following a period of ongoing employment in the Parliamentary Service or the ACT Government Service, the employee's unused accrued Annual leave and Personal/carers leave (however described) will be recognised.

For the purposes of this clause:

- 'APS employee' has the same meaning as the *Public Service Act 1999*\*
- 'Parliamentary Service' refers to employment under the *Parliamentary Service Act 1999*

### **7.2.3 Portability of leave – former non-ongoing employees**

Where a person is engaged as an ongoing employee, and immediately prior to the engagement the person was employed as a non-ongoing APS employee, the CEO may, at the employee's request, recognise any accrued Annual leave and Personal/carers leave (however described), provided there is no break in continuity of service. Any recognised Annual leave excludes any accrued leave paid out on separation.

### **7.3 ACIAR Annual Christmas Closedown**

7.3.1 The Agency will close its normal operations from close of business on the last working day before Christmas, with business resuming on the first working day after New Year's Day.

Employees will be provided with time off for the working days between Christmas and New Year's Day and will be paid in accordance with their ordinary hours of work. Where an employee is absent on leave, payment for the Christmas closedown provision will be in accordance with the entitlement for that form of leave, (e.g. if on long service leave half pay, payment is on half pay) .

7.3.2 There will be no deduction from Annual or Personal/carers' leave credits for the closedown days.

### **7.4 Personal/Carer's Leave**

7.4.1 Full-time employees are entitled to 18 days personal/carers leave at full pay which will be credited on the date of commencement to ACIAR and thereafter each year on the anniversary of the employee's date of engagement (the

'personal leave accrual date'), unless this date is varied by periods of discretionary leave that do not count as service. Part-time employees are credited on the same basis although they accrue personal/carer's leave based on 18 days annually on a pro-rata basis according to the number of hours worked.

- 7.4.2 Compassionate leave of 2 days and bereavement leave of 3 days may be granted for each occasion where an employee's immediate family or household contracts an illness, sustains an injury that poses a serious threat to his or her life, or dies. Leave under this subclause will count as service for all purposes.
- 7.4.3 Employees who have exhausted their personal/carer's leave are entitled to 2 days unpaid carer's leave for each occasion where a member of the employee's immediate family or household requires care due to personal illness, injury or an unexpected emergency.
- 7.4.4 Further information on the administration of personal/carer's leave is in Chapter 7 of the HR Manual.

## **7.5 Payment on Death**

- 7.5.1 Where an employee dies, or the CEO directs that an employee will be presumed to have died on a particular date, the CEO may authorise the payment of any accrued leave entitlements to the employee's surviving spouse, dependants or estate. Any such payment may be reduced by the amount of any monies owed to ACIAR by the deceased employee.

## **7.6 Long Service Leave**

- 7.6.1 An employee is eligible for long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.
- 7.6.2 The minimum period during which long service leave can be taken is seven calendar days (at full or half pay). Long service leave cannot be broken with other periods of leave, except as otherwise provided by legislation.

## **7.7 Discretionary Leave**

- 7.7.1 The CEO, having regard to the operational needs of ACIAR, may grant an application for discretionary leave with or without pay after discussion with the employee's supervisor. Further information on discretionary leave and an indicative list of circumstances in which leave with or without pay may be granted is in Chapter 7 of the HR Manual.

## **7.8 War Service Sick Leave**

- 7.8.1 Employees with certain Defence Force service prescribed by the *Veterans' Entitlements Act 1986* are eligible for additional sick leave. Further information on war service sick leave can be found in Chapter 7 of the HR Manual.

## **7.9 Maternity Leave**

- 7.9.1 The entitlement to maternity leave is provided under the *Maternity Leave (Commonwealth Employees) Act 1973*. Further information on the administration of maternity leave is in Chapter 7 of the HR Manual.
- 7.9.2 An employee taking maternity leave may elect to spread the payment for the 14 week leave period provided (12 week mandatory under the ML Act plus 2 additional weeks) over 28 weeks at half the normal rate of salary. Only the first fourteen weeks of that leave counts as service for all purposes.

## **7.10 Parental Leave**

- 7.10.1 Consistent with the Fair Work Act requirements relating to parental leave, parental leave provisions apply to all full-time and part-time employees, and long term casual employees (as defined in the Fair Work Act), with at least 12 months continuous service with ACIAR. Employees are entitled to a maximum of 24 months of unpaid parental leave, shared between both parents at the time of the birth of a child, or the adoption of a child under sixteen years of age or

the placement of a child (under the age of sixteen years) in a permanent (long term) fostering arrangement. Parental leave can be taken as maternity, paternity or adoption or foster care leave.

7.10.2 Where an employee with at least 12 months APS service adopts a child (under the age of 16 years) or fosters a child (under the age of 16 years) where employee has assumed long term responsibility arising from the placement of the child by a permanent fostering arrangement and has responsibility for the care of the child, he or she is entitled to a period of 14 weeks paid adoption or foster care leave. Further information on parental leave, including benefits for employees adopting or permanently fostering a child, can be found in Chapter 7 of the HR Manual.

7.10.3 An employee may apply for paid parental (supporting partners) leave of up to 4 weeks paid leave. Further information on the administration of this leave is in Chapter 7 of the HR Manual.

7.10.4 Return to work after parental leave [*The National Employment Standards are relevant to this provision – s. 84*]

a) On ending parental or maternity leave, an employee is entitled to return to:

- i. the employee's pre-parental/maternity leave duties; or
- ii. if those duties no longer exists – an available position for which the employee is qualified and suited at the same classification and pay as applied pre-parental/maternity leave. Where this is not practical, other duties will be sought, with the redeployment, reduction and redundancy provisions applying to any placement.

b) For the purposes of this clause, duties means those performed:

- i. if the employee was moved to safe duties because of the pregnancy – immediately before the move; or
- ii. if the employee began working part-time because of the pregnancy – immediately before the part-time employment began; or
- iii. otherwise – immediately before the employee commenced maternity or parental leave.

7.10.5 Flexible work arrangements for parents [*The National Employment Standards are relevant to this provision – s. 65*]

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

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

- e. A request made in accordance with clause 7.10.5 must be in writing and set out details of the change sought and the reasons for the change. The CEO will respond in writing to the request within 21 days and will only refuse on reasonable business grounds. Where the request is refused, the response will include reasons for the refusal.
- f. For the purposes of this clause:

- 'qualifying service' means service that is recognised for redundancy pay purposes;
- 'casual' means an employee engaged on a irregular or intermittent basis.

7.10.6 Paid parental leave scheme – eligible employees will have access to the Government Paid Parental Leave Scheme further information on this scheme can be found in Chapter 7 of the HR Manual.

## 7.11 Defence Reservists Leave, Community Service Volunteer Leave and Miscellaneous Leave

### 7.11.1 Leave for ADF Reserve and Continuous Full Time Service or Cadet Force obligations

- i. An employee may be granted leave (with or without pay) to enable the employee to fulfil Australian Defence Force (ADF) Reserve and Continuous Full Time Service (CFTS) or Cadet Force obligations.
  - a. *Note: The entitlement to leave for Reserve Service is prescribed under the Defence Reserve Service (Protection) Act 2001.*
- ii. An employee is entitled to ADF Reserve leave with pay, for up to four weeks during each financial year for the purpose of fulfilling service in the ADF Reserve. These purposes include training and operational duty as required.
  - a. During the employee's first year of ADF Reserve service, a further two weeks paid leave may be granted to facilitate participation in additional ADF Reserve training, including induction requirements.
  - b. With the exception of the additional two weeks in the first year of service, leave can be accumulated and taken over a period of two years, to enable the employee to undertake training as a member of the ADF Reserves.
  - c. Employees are not required to pay their tax free ADF Reserve salary to the Agency in any circumstances.
- iii. An employee who is an officer or instructor of cadets in a Cadet Force may be granted paid leave of up to three weeks each financial year to perform duties as an officer or instructor of Cadets. For these purposes 'Cadet Force' means the Australian Navy Cadets, Australian Army Cadets, or the Australian Air Force Cadets.
- iv. Defence Reserve leave counts as service for all purposes, except for unpaid leave to undertake Continuous Full Time Service (CFTS). Unpaid leave for the purpose of CFTS counts for all purposes except Annual leave.
- v. Eligible employees may also apply for Annual leave, long service leave, leave without pay, top-up pay or they may use flextime or make up time for the purpose of fulfilling ADF Reserve, CFTS or Cadet Force obligations.
- vi. Employees are to notify supervisors at the earliest opportunity once the dates for ADF Reserve, CFTS or Cadet Force activities are known and/or changed.

7.11.2 Employees who engage in an eligible community service activity will be entitled to unpaid community service leave in accordance with the Fair Work Act. The CEO may approve unpaid leave for emergency services duties which may not be eligible community service activities under the Fair Work Act. Further information is available in Chapter 7 of the HR Manual.

7.11.3 Employees who are required to attend Jury duty will be granted up to 10 days paid leave [in accordance with the Fair Work Act].

Employees may seek leave to attend events of cultural significance, ceremonial and NAIDOC week activities and may apply for miscellaneous leave. Further information on this leave can be found in Chapter 7 of the HR Manual.

## **7.12 Public Holidays**

*[The National Employment Standards are relevant to this provision – s. 115]*

7.12.1 Employees will be entitled to the following public holidays:

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

7.12.2 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.

7.12.3 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.

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

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

## **7.13 Purchased Leave**

7.13.1 Purchased leave aims to provide employees with flexibility in accessing extra leave at times mutually agreed between employees and their managers. Subject to operational requirements, ongoing employees may request to purchase up to an additional eight (8) whole weeks of leave per year in blocks of one (1) week.

The amount of leave purchased will be paid for through a corresponding reduction in fortnightly pay across the course of the year. For more information on this leave please refer to Chapter 7 of the HR Manual.

## **8. ASSISTANCE AND ALLOWANCES**

### **8.1 Relocation Assistance for Eligible Employees**

8.1.1 As determined by the CEO, ACIAR will meet reasonable expenses associated with relocation of employees to Canberra, where it is specified in the letter of offer. An indicative list of reasonable relocation expenses is in Chapter 6 of the HR Manual.

### **8.2 First Aid Allowance**

8.2.1 Where the CEO is satisfied that an employee possesses a first aid qualification and continuing ability commensurate with that qualification and asks the employee to take on first aid responsibilities, the employee will be paid an allowance as outlined in Chapter 6 of the HR Manual.

### **8.3 Motor Vehicle Allowance**

8.3.1 Employees may use the ACIAR office vehicle or available executive scheme vehicles when on official business during standard hours, subject to the ACIAR Executive Vehicle Scheme Guidelines (see Chapter 6 of the HR Manual).

8.3.2 Where the CEO considers that it will result in greater efficiency or involve less expense, he or she may authorise an employee to use a privately owned or hired car for official purposes. Where so authorised, an employee will be entitled to payment of motor vehicle allowance as outlined in Chapter 6 of the HR Manual.

### **8.4 Travel**

8.4.1 Travel by ACIAR staff should be efficient and cost-effective and employees are not expected to either gain or lose financially through official travel.

8.4.2 ACIAR will provide employees required to travel overseas with access to comprehensive travel health assessments, including provision of injections and preventative medicines.

8.4.4 Detailed travel procedures and entitlements are described in the ACIAR Travel Policy, as amended from time to time by the CEO in conjunction with the ACC.

### **8.5 Health Promotion Initiatives**

8.5.1 ACIAR recognises that healthy and active employees with an appropriate work/life balance are likely to be more productive in the workplace. ACIAR will continue to maintain and promote a safe and healthy work environment and offer healthy lifestyle initiatives. Details of these initiatives can be found in Chapter 5 of the HR Manual.

8.5.2 ACIAR will organise and provide annual influenza injections and offer access to annual health assessments with a registered nurse at Health Services Australia at no cost to employees.

8.5.3 Ongoing employees and non-ongoing employees on terms of 12 months or more are encouraged to undergo eye-tests at ACIAR's expense for use of screen-based equipment upon commencing in ACIAR and then every two years. ACIAR will subsidise the cost of spectacles required for screen-based use by eligible employees. Details of the level of assistance can be found in Chapter 6 of the HR Manual.

### **8.6 Employee Assistance Scheme**

8.6.1 ACIAR will provide employees and their families access to a confidential, professional counselling service at no cost to employees to help resolve both personal and work related problems. Details are in Chapter 6 of the HR Manual.

## ACIAR CLASSIFICATION STRUCTURE AND SALARY RATES

ACIAR Broadband	APS Classification	ACIAR Local Designations and Salary		2.6% Increase on commence ment	3% Increase 7/12	3% Increase 7/13	
<b>Band 4</b>	<b>EL 2</b>	<b>EL2</b>	<b>Unit Manager</b>	118,293	121,369	125,010	128,760
				115,908	118,922	122,489	126,164
				113,522	116,474	119,968	123,567
				111,134	114,023	117,444	120,968
				108,750	111,578	114,925	118,373
<b>Band 3</b>	<b>EL 1</b>	<b>EL 1</b>	<b>Unit Manager</b>	91,413	93,790	96,603	99,502
				89,161	91,479	94,224	97,050
				86,909	89,169	91,844	94,599
<b>Band 2</b>	<b>APS 6</b>	<b>APS 6</b>	<b>APS 6</b>	75,857	77,829	80,164	82,569
				73,400	75,308	77,568	79,895
				70,946	72,791	74,974	77,224
	<b>APS 5</b>	<b>APS 5</b>	<b>APS 5</b>	68,492	70,273	72,381	74,552
				64,833	66,519	68,514	70,570
				63,605	65,259	67,216	69,233
				62,373	63,995	65,915	67,892
	<b>APS 4</b>	<b>APS4</b>	<b>APS 4</b>	59,520	61,068	62,900	64,787
				57,952	59,459	61,243	63,080
				56,386	57,852	59,588	61,375
<b>Band 1</b>	<b>APS 3</b>	<b>APS 3</b>	<b>APS 3</b>	53,086	54,466	56,100	57,783
				51,785	53,131	54,725	56,367
				50,483	51,796	53,349	54,950
	<b>APS 2</b>	<b>APS 2</b>	<b>APS 2</b>	49,184	50,463	51,977	53,536
				47,885	49,130	50,604	52,122
				46,317	47,521	48,947	50,415
				44,749	45,912	47,290	48,709
				43,182	44,305	45,634	47,003
				42,172	43,268	44,567	45,904
				40,833	41,895	43,151	44,446
	<b>APS 1</b>	<b>APS 1</b>	<b>APS 1</b>	39,495	40,522	41,738	42,990
38,158				39,150	40,325	41,534	

==== = hard barrier(see clause 4.7.9)

---- = soft barrier (see clause 4.5)

**ACIAR CLASSIFICATION STRUCTURE AND SALARY RATES  
RESEARCH PROGRAM MANAGER STRUCTURE**

APS Classification	ACIAR Local Designations and Salary		2.6% Increase on commencement	3% Increase 7/12	3% Increase 7/13	
EL 2	RPM Group 3	Research Program Manager (RPM 3)	152,659	156,628	161,327	166,167
			148,442	152,301	156,871	161,577
			144,223	147,973	152,412	156,984
			140,008	143,648	147,958	152,396
			135,790	139,321	143,500	147,805
	RPM Group 2	Research Program Manager (RPM 2)	132,470	135,914	139,992	144,191
			128,926	132,278	136,246	140,334
			125,378	128,638	132,497	136,472
			121,835	125,003	128,753	132,615
	RPM Group 1	Research Program Manager (RPM 1)	118,293	121,369	125,010	128,760
			115,908	118,922	122,489	126,164
			113,522	116,474	119,968	123,567
			111,134	114,023	117,444	120,968
			108,750	111,578	114,925	118,373

NOTE: These classifications and salary points can only be accessed on meeting the essential skills, qualifications and experience for Research Program Manager positions and are intended only for specialist local designations – RPM 1 (equates to Senior Research Scientist), RPM 2 (equates to Principal Research Scientist), and RPM 3 (equates to Senior Principal Research Scientist).

**1. Salary Rates - Other Employees**

Casual employees who are engaged under Section 22(2)(c) of the PS Act to carry out duties that are irregular or intermittent are paid a 20% loading in lieu of paid leave other than long service leave.

**2. Rates of Salary - Junior and Trainee Rates**

Junior rates of pay, as a percentage of APS1 equivalent adult base rate of pay, will apply as follows:

Age	% of APS1 Salary
Under 18 years	60%
At 18 years	70%
At 19 years	81%
At 20 years	91%

**3. Rates of Salary - Supported Salary Rates**

Supported salary rates as set out below shall apply to an employee with a disability who meets the impairment criteria test for a Disability Support Pension and is eligible for consideration under the supported wage system. Reference should be made to the 'Supported Wage System Handbook'.

Employees who are eligible for a supported salary in accordance with the supported salary guidelines may be paid the applicable percentage of the relevant salary rate prescribed below for the value of the work they are performing as follows, provided the amount payable will be not less than \$73 per week.

Assessed Capacity	% of prescribed salary rate	Assessed Capacity	% of prescribed salary rate
10%	10%	50%	50%
20%	20%	60%	60%
30%	30%	70%	70%
40%	40%	80%	80%
		90%	90%

**4. Rates of Salary - on Movement from another APS Agency**

Where a new ACIAR employee moves to ACIAR from another APS agency with higher salary rates, the CEO has the discretion to maintain the employee on his or her current salary until such time as his or her salary is overtaken by ACIAR salary increases.

## REDEPLOYMENT, REDUCTION AND RETRENCHMENT

- C.1 The following redeployment, reduction and retrenchment provisions will apply to excess ongoing employees of ACIAR. An employee is an excess employee if:
- i. the employee is included in a class of employees employed in ACIAR, which class comprises a greater number of employees than is necessary for the efficient and economical working of ACIAR;
  - ii. the services of the employee cannot be effectively used because of technological or other changes in the work methods of ACIAR or changes in the nature, extent or organisation of the functions of ACIAR; or
  - iii. where the duties usually performed by the employee are to be performed at a different locality, the employee is not willing to perform duties at the new locality and the CEO has determined that these provisions will apply to that employee.
- C.2 These provisions do not apply to ongoing employees on probation or to non-ongoing employees. Details relating to termination of the employment of these employees will be provided at the time of their engagement to ACIAR and be reflected in the individual contract of employment.

### Consultation Process for Redeployment or Retrenchment

#### A. Consultation Period (4 weeks)

- C.3 When the CEO becomes aware that a particular employee is likely to become excess, the CEO will advise the employee of the situation in writing at the earliest practicable time.
- C.4 During the consultation period, the CEO will hold discussions with the employee, and/or his or her nominated representative if the employee so chooses, to discuss:
- i. reasons for the excess staff situation;
  - ii. redeployment opportunities for the employee in ACIAR at level or at a lower level (which may depend on another suitable employee indicating a preparedness to accept redundancy); or
  - iii. whether the employee would like to accept voluntary retrenchment during the consideration period.
- C.5 The CEO may, during the consultation period, invite other ACIAR employees who are not excess to volunteer for retrenchment where that retrenchment would permit the redeployment of the potentially excess employee.

- C.6 During this time, the employee must be given information on the:
- i. amount of severance pay, pay in lieu of notice and paid up leave credits;
  - ii. amount of accumulated superannuation contributions;
  - iii. superannuation options open to the employee;
  - iv. taxation rules applying to the various payments; and
  - v. level of financial assistance available (up to a maximum of \$1000 for financial advice).

C.7 An employee whose election to be retrenched is accepted by the CEO is entitled to the provisions of clauses C.14 to C.21.

### **Redeployment Efforts Following Consultation Period**

C.8 Where the actions in C.5 have not enabled the excess employee to be re-assigned at level within ACIAR and if the excess employee:

- i. wishes to remain in ACIAR;
- ii. is assessed as suitable for available duties in ACIAR; and
- iii. has not been redeployed

he or she can be re-assigned duties at a lower level, provided there is a position available.

C.9 ACIAR will consider an excess employee in isolation from, and not in competition with, other applicants for any advertised job, at or below the excess employee's substantive level in ACIAR.

C.10 The CEO will not formally advise the employee that he or she is excess to requirements until:

- i. the discussions in C. 4 have been held with the employee and/or where they choose his or her representative; or
- ii. where the employee, or the representative nominated by the employee, has declined to discuss the matter; and
- iii. unless otherwise requested by the employee, a period of 4 weeks has elapsed since the employee was given the original advice by the CEO under clause C.3 that he or she is likely to be excess to ACIAR's requirements.

C.11 Where the CEO is of the opinion that the requirements of C.8 and C.10 have been met, the CEO may immediately confirm in writing that the employee is excess to the requirements of ACIAR and will offer voluntary retrenchment to that employee. An employee who has been advised that he or she is excess and who is not seeking redeployment will be made only one offer of voluntary retrenchment in respect of any single retrenchment situation, and will be given 30 days in which to consider the offer commencing on the day after the offer is made.

C.12 If the employee does not wish to accept voluntary retrenchment at that time but is interested in redeployment within the wider APS, he or she will immediately be referred to a provider of redeployment services.

C.13 Where the employee declines to accept such a referral, or a two-month period has elapsed since the employee accepted the referral, the employee will be involuntarily retrenched. Employees who are involuntarily retrenched are entitled to the same benefits as those who accept voluntary retrenchment.

## Period of Notice

- C.14 Where the employee accepts an offer of voluntary retrenchment and the employee's employment is terminated by the CEO under s.29 of the PS Act within the 4 week period of notice (or 5 weeks for employees over 45 with at least 5 years service), the employee is entitled to be paid his or her normal salary in respect of the balance of that period in accordance with the Division 11 of Part 2-2 of the Fair Work Act.

## Severance Benefits

- C.15 An employee whose employment is terminated by the CEO under s.29 of the PS Act on the grounds that he or she is excess to requirements is entitled to be paid a sum equal to two 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.
- C.16 The minimum sum payable under C.15 will be 4 weeks' salary and the maximum sum payable will be 48 weeks' salary.
- C.17 The severance benefit will be calculated on a pro rata basis for any period where an employee has worked part-time hours during his or her period of service. For the purpose of calculating any payment under C.15, salary will be made up of:
- i. the employee's salary at his or her substantive level (unless the employee has been working at a higher level for a continuous period of at least 12 months immediately preceding the date on which the employee is given notice of termination of employment, in which case the salary of the higher level will apply); and
  - ii. 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.

The severance benefit calculated in this clause is subject to any minimum amount the employee would be entitled to under the NES.

## Service for Severance Benefit Purposes

- C.18 Service for severance pay purposes means:
- i. service in ACIAR;
  - ii. Government service as defined in section 10 of the *Long Service Leave Act 1976*;
  - iii. service with the Commonwealth (other than service with a Joint Commonwealth-State body corporate in which the Commonwealth has a controlling interest) which is recognised for long service leave purposes;
  - iv. service with the Australian Defence Forces, where the employee is not in receipt of a service pension in respect of the relevant service;
  - v. 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 severance pay purposes; and

vi. service in another organisation where:

- a) an employee was transferred from the APS to that organisation with a transfer of function; or
- b) an employee engaged by that organisation on work within a function is engaged as an APS employee as a result of the transfer of that function to the APS; and
- c) such service is recognised for long service leave purposes.

C.19 For earlier periods of service to count there must be no breaks between the periods of service, except where:

- i. the break in service is less than one month and occurred where an offer of employment in relation to the second period of service was made and accepted by the employee before the first period of service ended (whether or not the 2 periods of service are with the same employer or agency); or
- ii. the earlier period of service was with the APS and ceased because the employee was deemed to have resigned from the APS on marriage under the repealed section 49 of the *Public Service Act 1922*.

This is also subject to the transfer of business rules under Part 2-8 of the Fair Work Act.

C.20 Any period of service which ceased:

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

will not count as service for severance pay purposes.

C.21 Absences from work that do not count as service for long service leave purposes will not count as service for severance pay purposes.

**Principles relating to workplace delegates**

The role of union workplace delegates and other elected union representatives is to be respected and facilitated.

The Agency and union workplace delegates must deal with each other in good faith.

In discharging their representative roles at the workplace level, the rights of union workplace delegates include but are not limited to:

- the right to be treated fairly and to perform their role as workplace delegates without any discrimination in their employment;
- recognition by the agency that endorsed workplace delegates speak on behalf of their members in the workplace;
- the right to participate in collective bargaining on behalf of those whom they represent, as per the Fair Work Act
- the right to reasonable paid time to provide information to and seek feedback from employees in the workplace on workplace relations matters at the agency during normal working hours;
- the right to email employees in their workplace to provide information and seek feedback, subject to individual employees exercising a right to 'opt out';
- undertaking their role and having union representation on an agency's workplace relations consultative committee;
- reasonable access to agency facilities (including telephone, facsimile, photocopying, internet and email facilities, meeting rooms, lunch rooms, tea rooms and other areas where employees meet) for the purpose of carrying out work as a delegate and consulting with members and other interested employees and the union, subject to agency policies and protocols;
  
- the right to address new employees about union membership at the time they enter employment;
- the right to consultation, and access to relevant information about the workplace and the agency; and
- the right to reasonable paid time to represent the interests of members to the employer and industrial tribunals.
- In discharging any roles that may involve undertaking union business, the rights of union workplace delegates include but are not limited to:
  - reasonable paid time during normal working hours to consult with other delegates and union officials in the workplace, and receive advice and assistance from union staff and officials in the workplace;
  - reasonable access to appropriate training in workplace relations matters including training provided by a union;
  - reasonable paid time off to represent union members in the agency at relevant union forums.

In exercising their rights, workplace delegates and unions will consider operational issues, departmental policies and guidelines and the likely affect on the efficient operation of the agency and the provision of services by the Commonwealth.

For the avoidance of doubt, elected union representatives include APS employees elected to represent union members in representative forums, including, for example, CPSU Section Secretaries, Governing Councillors and Section Councillors, and APESMA Government Division Committee members.