



Australian Government

**Australian Centre for
International Agricultural Research**

**Collective Agreement
2008-2011**

Table of Contents

1.	Scope of the Agreement	Page No
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	6
1.7	Human Resources Manual	6
1.8	Delegations	6
1.9	Formal Acceptance of the Agreement	7
1.10	Definitions	8
2.	Working Effectively Together - Communication and Consultation	
2.1	ACIAR Consultative Committee	9
2.2	Dispute Prevention and Settlement	9
2.3	Workplace Diversity and Anti-discrimination	10
2.5	Occupational Health and Safety	10
2.6	Harassment-free Workplace	10
2.7	Review of Decisions to Terminate Employment	10
3.	Classification Structure and Remuneration	
3.1	Classification Structure and Salary Rates	10
3.2	Salary Rates - Other Employees	10
3.3	Salary Packaging	10
3.4	Superannuation	11
3.5	Method of Payment	11
3.6	Productivity Pay for 2008-2011	11
4.	Performance and Development	
4.1	Planning, Development and Evaluation	12
4.2	Organisational Performance Bonuses	12
4.3	Individual Development Planning and Evaluation Scheme	12
4.4	Salary Movement based on Performance Assessment	13
4.5	Learning and Development	13
4.6	Study Assistance Scheme	14
4.7	Managing Under-performance	14
4.8	Misconduct	14
5.	Workforce Planning	
5.1	Recruitment and Selection	15
5.2	Advancement through Broadbands	15
5.3	Probation	16
5.4	Induction	16
5.5	Resignation	16
5.6	Redeployment, Reduction and Retrenchment	16

6. Balancing Work and Personal Life through Flexible Working Arrangements

6.1	Achieving a Balance	16
6.2	Hours of Work	16
6.3	Flextime	17
6.4	Core Times and Bandwidth	17
6.5	Part-Time Employment	17
6.6	Excess Duty and Flex-time	17

7. Leave Arrangements

7.1	Annual Leave	17
7.2	Leave Entitlements for New Employees	17
7.3	ACIAR Annual Closedown	18
7.4	Personal/Carer's Leave	18
7.5	Payment on Death	18
7.6	Long Service Leave	18
7.7	Discretionary Leave	18
7.8	War Service Sick Leave	18
7.9	Maternity Leave	18
7.10	Parental and Adoption Leave	19
7.11	Defence Reservists Leave and Emergency Services Leave	19
7.12	Public Holidays	19

8. Assistance and Allowances

8.1	Relocation Assistance for Eligible Employees	19
8.2	First Aid	19
8.3	Motor Vehicle Allowance	19
8.4	Travel	20
8.5	Health Promotion Initiatives	20
8.6	Employee Assistance Scheme	20

9. Appendices

Appendix A	Classification Structure & Salary Rates	21
Appendix B	Other Salary Rates	23
Appendix C	Redeployment, Reduction and Retrenchment	24

1. SCOPE OF THE AGREEMENT

1.1 Title

1.1.1 This Agreement will be known as the *Australian Centre for International Agricultural Research Collective Agreement 2008-2011* (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 section 327 of the *Workplace Relations Act 1996* as amended (the WR 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 party to the Agreement or an employee whose employment is subject to the Agreement shall not pursue further claims for terms and conditions that would have effect during the period of operation of this Agreement, except where consistent with the terms of this Agreement.
- 1.5.2 The CEO may use flexible attraction and retention initiatives in the form of individual arrangements to supplement the terms and conditions specified in the Agreement.
- 1.5.3 The Agreement may only be varied in accordance with s 170MD of the WR 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, amongst others:
- *Age Discrimination Act 2004;*
 - *Disability Discrimination Act 1992;*
 - *Human Rights and Equal Opportunity Commission Act 1986;*
 - *Long Service Leave (Commonwealth Employees) Act 1976;*
 - *Maternity Leave (Commonwealth Employees) Act 1973;*
 - *Occupational Health and Safety (Commonwealth Employment) 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 1964;*
 - *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*
 - *Workplace Relations Act 1996.*

1.6 Duration

- 1.6.1 The Agreement comes into effect 7 days after the Workplace Authority Director has issued a notice stating that the Agreement satisfies the No Disadvantage Test and the Agreement shall reach nominal expiry 3 years from that date.

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.
- 1.7.3 Where an employee has concerns about the interpretation or application of the HR Manual, he or she may pursue this through their representative on the ACC.

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 delegate.

1.9 Formal Acceptance of the Agreement

1.9.1 The Agreement is made and approved under section 327 of the *WR Act*. Accordingly, it is an agreement between the employer and the employees whose employment is subject to the Agreement.

1.9.2 Employer

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

Signed..........

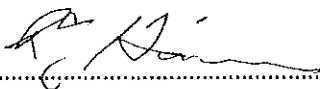
Agency: Australian Centre for International Agricultural Research

Dated this 23 day of June 2008

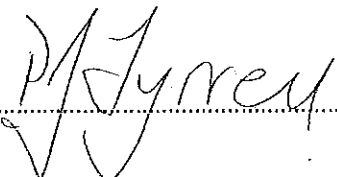
1.9.3 Nominated Employee Representatives

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

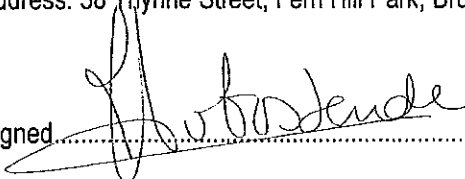
Name: Russell Haines, on behalf of the RPM group
Address: 38 Thynne Street, Fern Hill Park, Bruce ACT 2617

Signed..........

Name: Paul Tyrrell, on behalf of Bands 3 and 4
Address: 38 Thynne Street, Fern Hill Park, Bruce ACT 2617

Signed..........

Name: Marchien van Oostende, on behalf of Bands 1 and 2
Address: 38 Thynne Street, Fern Hill Park, Bruce ACT 2617

Signed..........

Dated this 23rd day of June 2008

1.10 Definitions

“ACIAR” means the Australian Centre for International Agricultural Research.

“ACC” means the ACIAR Consultative Committee.

“the Agreement” means the *ACIAR Collective Agreement 2008-2011*.

“AIRC” means the Australian Industrial Relations Commission.

“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, APS4-6, 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.

“DEEWR” means the Department of Education, Employment and Workplace Relations.

“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.

“Program Managers” are the Deputy CEO (Research and Development Programs) and 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 ACIAR Consultative Committee

2.1.1 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.

2.1.2 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.

2.1.3 Further information on the operation of the ACC, including its Terms of Reference, can be found in Chapter 1 of the HR Manual.

2.1.4 Freedom of association and principles articulated in this Agreement will be consistent with the provisions of the WR 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 Dispute Prevention and Settlement

2.2.1 It is acknowledged that disagreements over matters covered by this Agreement may arise in the workplace and the parties to this Agreement agree to work cooperatively to resolve any such disagreements at the workplace level as far as is practicable by promptly discussing those disagreements in an honest and open way as they arise.

2.2.2 Where disagreements arise over the interpretation or implementation of the Agreement, work will continue in accordance with established custom and practice at the workplace while the procedure outlined below is applied. In instances where a genuine safety issue is involved, employees will not be required to work in an unsafe environment but will undertake suitable alternative work until the issue is resolved. The procedure to be applied is:

- (i) the employee(s) will discuss the matter with the immediate supervisor(s);
- (ii) if the matter is not resolved at that level, further discussions will be arranged involving more senior levels of management;
- (iii) in circumstances where the matter relates to the decisions/behaviour of a particular supervisor and it would not be appropriate for the matter to be referred to that supervisor for resolution, the matter may be referred to the next appropriate level of management; and
- (iv) where the matter concerns decisions or actions affecting an employee, the employee may refer the matter to the CEO. The employee and the CEO may agree to appoint a mutually acceptable person to mediate or review and determine the matter. ACIAR will meet all reasonable associated costs.

2.2.3 In the event that the parties are unable to resolve a dispute in a manner consistent with clause 2.3.2 within a reasonable time, the parties to the dispute may agree to refer the dispute to:

- the AIRC or its successor, under the provisions of S711 of the WR Act, or
- another dispute resolution provider.

In any discussions to resolve disputes and issues under the Agreement and in the AIRC, either party is entitled to be accompanied by a representative of his or her choice.

2.2.4 This process is separate from the Review of Employment Actions provisions provided for in the PS Act and the PS Regulations (chapter 1 HR Manual refers).

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 WR 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 (Commonwealth Employment) Act 1991* and the *Occupational Health and Safety (Commonwealth Employees) Amendment Act 2006*. 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 ACIAR employees are entitled to work in an environment free from harassment and bullying. Further information on ACIAR's Workplace Harassment Policy can be found in Chapter 1 of the HR Manual.

2.6 Review of Decisions to Terminate Employment

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

- i. Division 4 of Part 12 of the WR Act;
- ii. other Commonwealth laws (including the Constitution); and
- iii. common law.

2.6.2 Termination of, or a decision to terminate employment, cannot be reviewed under the dispute prevention and settlement or review of action procedures addressed in clause 2.3 of this Agreement.

2.6.3 Nothing in the Agreement prevents the CEO from terminating the employment of an employee for serious misconduct without further notice or payment in lieu, in accordance with section 661 of the WR 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 Superannuation

3.4.1 It is Government policy and a legislative requirement that all employees, including Australian Government employees, should have choice of superannuation funds. Where an employee who is eligible to join the Public Sector Superannuation Accumulation Plan (PSSap) exercises choice and selects a superannuation fund other than the PSSap, ACIAR will pay an employer contribution at the same rate that is applicable to the PSSap.

3.4.2 ACIAR may choose to limit superannuation choice to funds which:

- allow employee and/or employer contributions to be paid fortnightly through electronic funds transfer; and
- make satisfactory arrangements for the acceptance of payments from ACIAR and for information transfer between ACIAR's payroll provider and the fund.

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 2008-2011

3.6.1 Pay increases for 2008-2011 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 Additional productivity savings will be gained from a number of new/complementary initiatives, including:

- continuous development of stronger financial budgeting, monitoring and reporting systems and skills;
- continuous evaluation of functions, structure and processes with a view to rationalising employee numbers while improving the way work is undertaken and managed;
- abolishing time off in lieu for Executive level employees and restricting the accrual of flex time to single time only for APS1-6 employees;
- using the Meridio electronic records management system to effectively capture ACIAR information; and
- implementing and reviewing more efficient arrangements for business travel.

3.6.3 Eligible ACIAR employees will receive

- i. an increase of 4% in base salary effective from the beginning of the first pay period that starts after the Agreement takes effect;
- ii. a further increase of 4% in base salary with effect from the beginning of the first pay period that starts on or after 1 July 2009; and
- iii. a further increase of 4% in base salary with effect from the beginning of the first pay period that starts on or after 1 July 2010.

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 the Deputy CEO (R&D), will establish Key Performance Indicators for the AOP.

4.1.3 During each financial year the CEO and the Deputy CEO (R&D) 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 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 Portal.

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. Resignations cannot take effect on a Public Holiday. Further information on the required 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

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.

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. 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 WR Act.

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

- 6.5.1 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 (7am - 7pm Monday to Friday) or on a weekend or public holiday. Excess duty must be required by supervisors and cannot be self-initiated. Directions to work outside the flextime bandwidth are inconsistent with a situation 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.
- 6.5.2 Accrual of flex credits at normal time is the standard form of recompense for excess duty for employees at APS levels 1-6. Further information can be found in Chapter 5 of 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 and is credited daily. 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 joins the Agency on or after the lodgement date from an employer staffed under the *Public Service Act 1999*, the *Parliamentary Service Act 1999*, or from the ACT Government Service, accrued annual leave and personal/carers leave (however described) will be transferred, provided there is no break in continuity of service.
- 7.2.2 The entitlement to utilise these accrued credits and any future entitlements to annual leave and personal leave will be those prevailing in ACIAR.

7.3 ACIAR Annual Closedown

- 7.3.1 ACIAR's Canberra office will be closed for normal business purposes during the period from COB on the working day before 25 December to the beginning of the first working day following the first day of January ('the Annual Closedown'). All APS employees are entitled to be absent from the workplace during the Annual Closedown without deduction from leave credits.

7.4 Personal/Carer's Leave

- 7.4.1 Full-time employees are entitled to 18 days personal/carer's 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 up to 5 days per occasion is included in the personal leave credit 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.
- 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 The entitlement to long service leave is provided for under the *Long Service Leave (Commonwealth Employees) Act 1976*. The minimum period of long service leave that may be approved in ACIAR is fourteen calendar days.

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 mandatory 12 week leave period provided under the Maternity Leave Act over 24 weeks at half the normal rate of salary. Only the first twelve weeks of that leave counts as service for all purposes.

7.10 Parental Leave

- 7.10.1 Consistent with the WR Act requirements relating to parental leave, parental leave provisions apply to all full-time and part-time employees with at least 12 months continuous service with ACIAR. Employees are entitled to a maximum of 52 weeks of unpaid parental leave, shared between both parents at the time of the birth of a child, or the adoption of a child under five years of age. Parental leave can be taken as maternity, paternity or adoption leave.
- 7.10.2 Where an employee with at least 12 months APS service adopts a child and is the primary caregiver, he or she is entitled to a period of paid adoption leave. Further information on parental leave, including benefits for employees adopting a child, can be found in Chapter 7 of the HR Manual.

7.11 Defence Reservists Leave and Community Service Volunteers for Emergency Services

- 7.11.1 Employees who are members of the Defence Reserves are entitled to defence reservists leave. Further information on this leave can be found in Chapter 7 of the HR Manual.
- 7.11.2 Employees who are community service personnel may be granted unpaid leave for emergency services duties. Further information is available in Chapter 7 of the HR Manual.

7.12 Public Holidays

- 7.12.1 Under S 612 of the WR Act employees are entitled to absent themselves from work on a public holiday and be paid as if that day were not a public holiday. Employees are entitled to all public holidays listed in S611 of the WR Act as well as any which may be officially declared under a law of the State or Territory in which they work.
- 7.12.2 Where
- i. New Year's Day or Australia Day falls on a Saturday or Sunday, the following Monday will be observed by employees as a public holiday;
 - ii. Christmas Day falls on a Saturday or Sunday, 27 December will be observed by employees as a public holiday; and
 - iii. Boxing Day falls on a Saturday or Sunday, 28 December will be observed by employees as a public holiday.

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		4% Increase on commencement	4% Increase 7/09	4% Increase 7/10	
Band 4	EL 2	EL2 (A)*	Program Manager	105,162	109,368	113,743	118,293
				103,042	107,164	11,450	115,908
				100,921	104,958	109,156	113,522
				98,798	102,750	106,860	111,134
				96,678	100,545	104,567	108,750
		EL2 (B)	Unit Manager 2	98,409	102,345	106,439	110,697
				94,760	98,550	102,492	106,592
				91,113	94,758	98,548	102,490
				87,466	90,965	94,603	98,387
				83,820	87,173	90,660	94,286
Band 3	EL 1	EL1	Unit Manager 1	81,266	84,517	87,897	91,413
				79,264	82,435	85,732	89,161
				77,262	80,352	83,567	86,909
				75,260	78,270	81,401	84,657
Band 2	APS 6	APS 6	APS 6	67,437	70,134	72,940	75,857
				65,252	67,862	70,577	73,400
				63,071	65,594	68,218	70,946
				60,889	63,325	65,858	68,492
				58,706	61,054	63,496	66,036
	APS 5	APS 5	APS 5	57,636	59,941	62,339	64,833
				56,545	58,807	61,159	63,605
				55,449	57,667	59,974	62,373
				54,355	56,529	58,790	61,142
	APS 4	APS 4	APS 4	52,913	55,030	57,231	59,520
				51,519	53,580	55,723	57,952
				50,127	52,132	54,217	56,386
				48,732	50,681	52,709	54,817
Band 1	APS 3	APS 3	APS 3	47,193	49,081	51,044	53,086
				46,037	47,878	49,794	51,785
				44,879	46,674	48,541	50,483
				43,724	45,473	47,292	49,184
	APS 2	APS 2	APS 2	42,570	44,273	46,044	47,885
				41,176	42,823	44,536	46,317
				39,782	41,373	43,028	44,749
				38,389	39,925	41,522	43,182
	APS 1	APS 1	APS 1	37,491	38,991	40,550	42,172
				36,300	37,752	39,262	40,833
				35,111	36,515	37,976	39,495
				33,922	35,279	36,690	38,158

* position under review

===== = 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		4% Increase on commencement	4% Increase 7/09	4% Increase 7/10	
EL 2 RPM Group	SPRS	Research Program Manager / Senior Principal Research Scientist	135,713	141,142	146,787	152,659
			131,964	137,243	142,732	148,442
			128,214	133,343	138,676	144,223
			124,467	129,446	134,624	140,008
			120,717	125,546	130,568	135,790
	PRS	Research Program Manager / Principal Research Scientist	117,765	122,476	127,375	132,470
			114,615	119,200	123,968	128,926
			111,461	115,919	120,556	125,378
			108,311	112,643	117,149	121,835
	SRS	Research Program Manager / Senior Research Scientist	105,162	109,368	113,743	118,293
			103,042	107,164	111,450	115,908
			100,921	104,958	109,156	113,522
			98,798	102,750	106,860	111,134
			96,678	100,545	104,567	108,750

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 - senior and principal research scientists and senior research scientists.

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 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: Guide and Assessment Process'*.

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 \$61 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

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) and requests an earlier retirement date, he or she is entitled to payment of ordinary wages that would have been paid during the balance of that period in accordance with the relevant provisions of the WR 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.

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 moved from the APS to that organisation to give effect to an administrative arrangement; or
 - b) an employee of that organisation is engaged as an APS employee as a result of an administrative arrangement; 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 occurs where an offer of employment with the new employer was made and accepted by the employee before ceasing employment with the preceding employer; or
 - 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*.

- 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.