



FAIR WORK
AUSTRALIA

DECISION

Fair Work Act 2009

s.185—Approval of enterprise agreement

Rural Industries Research and Development Corporation

(AG2010/10622)

RURAL INDUSTRIES RESEARCH AND DEVELOPMENT CORPORATION ENTERPRISE AGREEMENT 2010-2013

Commonwealth employment

COMMISSIONER DEEGAN

CANBERRA, 23 JUNE 2010

*Application for approval of the Rural Industries Research and Development Corporation
Enterprise Agreement 2010-2013.*

[1] This decision concerns an application filed by the Rural Industries Research and Development Corporation (the employer) on 16 June 2010 for approval of the Rural Industries Research and Development Corporation Enterprise Agreement 2010-2013 (the Agreement) pursuant to section 185 of the *Fair Work Act 2009* (the Act).

[2] I am satisfied that each of the requirements of ss186, 187 and 188 as are relevant to this application for approval have been met.

[3] The Community and Public Sector Union, being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[4] The Agreement is approved and, in accordance with s.54, will operate from 30 June 2010. The nominal expiry date of the Agreement is 30 June 2013.



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Australian Government

**Rural Industries Research and
Development Corporation**

**RURAL INDUSTRIES RESEARCH AND
DEVELOPMENT CORPORATION
ENTERPRISE AGREEMENT
2010 - 2013**

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1 Title

1.1 This Agreement shall be known as the *Rural Industries Research and Development Corporation (RIRDC) Enterprise Agreement 2010–13*.

2 Preamble

2.1 The broad aim of this Agreement is to support the RIRDC to meet its objectives of maximising knowledge outcomes for industry and government from Research and Development investments.

2.2 To achieve this RIRDC will provide a positive working environment where all employees are supported to deliver high-quality performance and are enabled to balance their work with their personal life.

2.3 The RIRDC is committed to securing the health and safety of all its employees at work. All parties to this Agreement are committed to a safe workplace, in accordance with the requirements of the *Occupational and Health Safety Act 1991*, that is free from discrimination, harassment and bullying.

2.4 The RIRDC places a high value on professionalism, respect, integrity, diversity and ethical behaviour. The parties to the Agreement agree to promote a workplace consistent with these values.

2.5 The RIRDC is committed to recognising the value and positive advantages of individual differences, managing these differences in the workplace, and making best use of the diversity they provide.

3 Application of Agreement and Nominal Expiry Date

3.1 This agreement is made under section 172 of the *Fair Work Act 2009*.

3.2 This agreement covers:

3.2.1 The RIRDC

3.2.2 All employees of the RIRDC other than those employees at the executive classification (that is, the Managing Director and General Managers).

3.3 Where the Community and Public Sector Union gives notice in accordance with subsection 183(1) of the *Fair Work Act 2009*, Fair Work Australia will note in its decision to approve the Agreement that it covers that organisation.

3.4 This Agreement provides the terms and conditions of employment for all employees in the RIRDC except for those employees at the executive classification.

3.5 The nominal expiry date of this agreement is three years after commencement.

3.6 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 of employment that would have effect during the period of operation of this Agreement, except where consistent with the terms of this Agreement.

4 Primacy of Parties

- 4.1 To maintain integrity of the Agreement reached between the parties to the Agreement, the parties to the Agreement agree to meet and confer about a relevant matter where:
 - 4.1.1 a party to the Agreement receives advice that a clause in this Agreement is not enforceable; or
 - 4.1.2 amendment to legislation or regulations undermine the operation of a clause to this Agreement make it unenforceable.

5 Conditions of Engagement, Employment and Termination

Probationary Period

- 5.1 On commencement of employment with the Corporation, employees will be subject to a six month probation period. A notice of engagement will be provided to the employee prior to commencement specifying the probation period and any conditions that apply.
- 5.2 Employment during the probationary period may be terminated with one weeks notice or pay in lieu.
- 5.3 The six month probation period commences on the day of appointment and ceases six months after that date.

Code of Conduct

- 5.4 Employees are expected to adopt a high standard of conduct and professional and ethical behaviour in the performance of their duties.
- 5.5 All employees are expected to act in accordance with the law, to deal equitably, honestly and responsively with clients and other employees.
- 5.6 Employees should behave in a manner that maintains or enhances the reputation of the RIRDC.
- 5.7 Employees will not act, or be seen to be acting, in conflict with the best interests of the RIRDC.
- 5.8 Employees shall not disclose confidential information of the RIRDC, or remove confidential information from the RIRDC's premises without the RIRDC's approval, except as required in the normal performance of an employee's duties.
- 5.9 An employee must not engage in outside employment (paid or unpaid) where such employment would, or could be, seen as a conflict of interest, or where the employee's employment with RIRDC could be compromised through competing obligations or demands from the outside paid employment.
- 5.10 Employees must promptly declare to the RIRDC all facts relevant to any conflict or potential conflict of interest. The RIRDC reserves the right to seek declarations of conflict or potential conflict of interest from time to time.
- 5.11 An employee will not make any public comment in their capacity as an employee of the RIRDC, or on any matter concerning the business of

the RIRDC otherwise than in accordance with the requirements of their position without the prior approval of the Managing Director.

Intellectual Property

- 5.12 Nothing in this agreement grants any rights to an employee to any intellectual property of any form, created or otherwise acquired in the course of their employment with the RIRDC

Moral Rights

- 5.13 Employees consent to the doing of any acts or making of any omissions by RIRDC, RIRDC employees, servants, agents, licensees that infringe their Moral Rights in any Works made in the course of employment with the RIRDC, whether those acts or omissions occur before, on or after the date of an employee's term of employment.
- 5.14 For the purposes of this Agreement, Moral Rights means rights of interest or authorship, rights of attribution of authorship, rights of authorship falsely attributed and rights of a similar nature conferred by statute that exist, or may come to exist anywhere in the world.

Privacy

- 5.15 The RIRDC recognises that its employees are entitled to privacy in the workplace. An employee's privacy includes the right to be informed when the employee is subject to workplace surveillance, including electronic surveillance, and the right not to be subject to unnecessary, intrusive or unreasonable surveillance.

Dispute Resolution

- 5.16 In addition to the dispute resolution procedures set out below, the grievance policy at Appendix A to this Agreement is established.
- 5.17 An employee may choose to initiate the procedures at Appendix A without prejudice to any rights conferred by Clauses 5.23 to 5.31.

Model Dispute Resolution Clause

- 5.18 If a dispute relates to: i) a matter arising under the agreement; or ii) the National Employment Standards; this term sets out procedures to settle the dispute.
- 5.19 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- 5.20 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.
- 5.21 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Australia.
- 5.22 Fair Work Australia may deal with the dispute in 2 stages: i) 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 ii) if Fair Work Australia is unable to resolve the dispute at the first stage, Fair Work Australia may then: i)

arbitrate the dispute; and (ii) make a determination that is binding on the parties.

- 5.23 If Fair Work Australia arbitrates the dispute, it may also use the powers that are available to it under the *Fair Work Act 2009*.
- 5.24 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.
- 5.25 While the parties are trying to resolve the dispute using the procedures in this term: i) 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 ii) an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless: (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.
- 5.26 The parties to the dispute agree to be bound by a decision made by Fair Work Australia in accordance with this term.

Policies

- 5.27 The operation of this Agreement is supported by the RIRDC policies. If there is any inconsistency between the policies and the terms of this Agreement, the express terms of this Agreement will prevail.
- 5.28 Disputes over the content, application or interpretation of any policies which support the operation of this Agreement will be subject to the Dispute Resolution procedures of the Agreement.
- 5.29 Where policies affecting the terms of conditions of employees are developed and varied during the life of this Agreement, this will be done in consultation with the WCC, as constituted under Clause 10 of this Agreement.

Employee access to entitlements

- 5.30 When making a decision to grant or not grant an entitlement, an employee's supervisor will consult with the employee and take into account all relevant factors, including the RIRDC's operational requirements and the employee's needs and preferences.
- 5.31 Decisions to grant or deny entitlements will be made and communicated to the relevant employee in a timely manner.
- 5.32 Where an application for entitlement is denied, the employee will be provided with reasons in writing within a 2 week period of the decision being made, or a failure to make a decision granting an entitlement.

Termination of Employment

- 5.33 In order to terminate the employment of an employee the RIRDC will give to the employee written notice of termination.
- 5.34 The RIRDC will give to the employee the period of notice, or payment in lieu of the period of notice, of four weeks.
- 5.35 In addition to the notice specified in clause 5.34 above, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, are entitled to an additional week's notice.
- 5.36 Payment in lieu of the prescribed notice in clauses 5.34 and 5.35 must be made if the appropriate notice period is not required to be worked. Provided that employment may be terminated by the employee working part of the required period of notice and by the RIRDC making payment for the remainder of the period of notice.
- 5.37 Payments in lieu must equal or exceed the total of all amounts that, if the employee's employment had continued until the end of the required period of notice, the employer would have become liable to pay to the employee because of the employment continuing during that period. That total must be calculated on the basis of:
- (i) the employee's ordinary hours of work (even if not standard hours); and
 - (ii) the amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties; and
 - (iii) any other amounts payable under the employee's contract of employment.
- 5.38 Any equipment used in the performance of an employee's duties will be returned to the RIRDC prior to the termination date.
- 5.39 Upon the termination date, the RIRDC will, to the extent permissible by law, deduct from employee entitlements any outstanding amounts owed to the RIRDC.
- 5.40 The RIRDC will provide a statement of reasons for termination if requested by the terminated employee.
- 5.41 Exit interviews may be conducted.

Resignation

- 5.42 An employee must give at least four weeks written notice of resignation unless otherwise agreed in writing by the Managing Director.

Summary Termination of Employment

- 5.43 The RIRDC may at any time immediately terminate the employment by giving written notice to the employee if the employee:
- commits any act of serious misconduct; including

- wilful or deliberate behaviour by an employee that is inconsistent with the continuation of the contract of employment
- conduct that causes serious and imminent risk to:
 - (i) the health or safety of a person; or
 - (ii) the reputation or viability of the RIRDC's business.
- the employee, in the course of the employee's employment, engaging in:
 - (i) theft; or
 - (ii) fraud; or
 - (iii) assault.
- the employee being intoxicated at work if the employee's faculties are, by reason of the employee being under the influence of intoxicating liquor or a drug (except a drug administered by, or taken in accordance with the directions of, a person lawfully authorised to administer the drug), so impaired that the employee is unfit to be entrusted with the employee's duties or with any duty that the employee may be called upon to perform.
- the employee refusing to carry out a lawful and reasonable instruction that is consistent with the employee's contract of employment
- commits any act (whether in the course of the employment or not) which in the reasonable opinion of the RIRDC brings the RIRDC into disrepute
- is convicted of any offence (whether committed in the course of the employment or not) and the employee is sentenced to a term of imprisonment
- Summary termination does not apply if the employee is able to show that, in the circumstances, the conduct engaged in by the employee was not conduct that made employment in the period of notice unreasonable.

Termination of Employment For Permanent Incapacity

- 5.44 Where an employee is medically certified as being permanently incapacitated from performing the duties of their position, by physical or mental incapacity, RIRDC may, at any time, by notice in writing, terminate the employment of the employee.
- 5.45 Where termination of an employee's employment occurs in these circumstances the employee will be entitled to four weeks notice, or payment in lieu of that notice, or the entitlements in respect of notice of termination, or payment in lieu of notice, that are provided in the *Fair Work Act 2009*, whichever is the greater.

Redundancy

- 5.46 The RIRDC is committed, wherever possible, to providing job security to its employees. However, in recognition of the constantly changing business conditions and external economic impacts faced by the RIRDC, the following provisions and procedures are in place to provide a structured, fair and effective mechanism for the management of excess employees.
- 5.47 Throughout the application of the following provisions, the Managing Director will take all reasonable steps, consistent with the efficient management of the RIRDC, to deploy staff to other equivalent duties within the RIRDC.
- 5.48 These provisions relating to redundancy refer to the treatment of an employee where the position they hold within the RIRDC has been declared redundant by the Managing Director following approval by the Board of the RIRDC. These provisions apply to full and part time permanent employees.
- 5.49 These provisions relating to redundancy do not apply to casual employees, permanent employees on probation, departures resulting from retirement, resignation or dismissal for misconduct or unsatisfactory performance.
- 5.50 An employee may become redundant if:
- (a) there is a greater number of employees than is necessary for the efficient and economical working of the RIRDC
 - (b) the services of the employee cannot be effectively used because of technological or other changes in work methods or changes in the nature, extent, structure of job roles or functions of the RIRDC; or
 - (c) an employee's duties which were agreed to be undertaken at a specified location are to be performed at a different locality, and working at the new locality would involve the employee in an unreasonable amount of travelling time and the employee is not willing to perform his or her duties at the new locality.
- 5.51 Where the RIRDC has made a decision which will invoke this part of the Agreement the Managing Director will at the earliest practicable time advise the employee(s) of the situation. The discussions shall provide justification for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination on the employees concerned
- 5.52 Following the consultation process in accordance with clause 5.29 above the RIRDC will provide a written notice of termination to the employee (notice date).
- 5.53 The RIRDC will provide redundant employees with four weeks notice of the impending redundancy termination date, or payment of four weeks pay at the ordinary rate in lieu of notice. Alternatively employment maybe terminated by part of the period of notice specified and part payment in lieu thereof.

- 5.54 An employee given notice of termination in circumstances of redundancy may terminate his or her employment during the period of notice. In this circumstance the employee would be entitled to receive the benefits and payments they would have received had they remained with the RIRDC until the expiry of the notice.
- 5.55 If an employee is over 45 years old and has completed at least two years continuous service, a further one week of notice or one week of pay in lieu of notice will apply.
- 5.56 During the period of notice of termination given by the RIRDC, the employee is allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- 5.57 If an employee's employment is terminated on redundancy grounds, the employee will be entitled to either: three weeks Base Salary for each completed year of service with the RIRDC, or payment in accordance with the relevant provisions of the *Fair Work Act 2009*, whichever is the greater amount.
- 5.58 Redundancy pay will be calculated on a pro rata basis where the employee has worked permanent part-time hours during the period of service with the RIRDC.
- 5.59 Absences from work which do not count as service will not count as service for severance pay purposes.
- 5.60 All accrued recreation leave, and long service leave entitlements as specified in the *Long Service Leave (Commonwealth Employees) Act 1976*, will be paid to the employee to the redundancy termination date.
- 5.61 The employee's flex time balance at the redundancy termination date will be paid to the employee in the case of a flextime credit, or recovered from the employee in the case of a flextime debit.
- 5.62 Service for severance purposes means service with the RIRDC.

Suspension with pay

- 5.63 During part or all of any period of notice of termination given by the employee or the RIRDC; or any period not exceeding two weeks during which the RIRDC is investigating any disciplinary issue involving the employee, the RIRDC may, at its sole discretion: require the employee to perform only such duties as the RIRDC may determine or not to perform any duties at all; and/or require the employee not to have any contact with any employees, clients or Business Partners of the RIRDC other than normal social contact; and/or exclude the employee from all or any part of the RIRDC's premises.
- 5.64 An employee's remuneration will not be withheld or reduced as a result of the employee complying with the directions set out in clause 5.63.

6 Remuneration

- 6.1 To ensure a fair minimum remuneration level, and in recognition of the capacity for employees to demonstrate growth in the job, fixed pay points exist as set out in Appendix B to this Agreement.

- 6.2 Salary paid to employees, depending on their classification, will be within the range stipulated in the RIRDC Classification Table, at Appendix B to this agreement.
- 6.3 Part-time employees are remunerated pro rata on the basis of the annual remuneration package for a full-time employee in an equivalent position.
- 6.4 Appointment, transfer or promotion shall be at the lowest pay point for the relevant classification. The Managing Director may approve appointment, transfer or promotion at a higher pay point on a case by case basis having regard to the qualifications, skills and experience of the employee and other matters the Managing Director considers relevant.
- 6.5 Employees are paid fortnightly in arrears electronic deposit into an account nominated by the employee.
- 6.6 The fortnightly rate of remuneration is calculated according to the following formula:

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

- 6.7 'Salary Packaging' can be part of a Remuneration Package, but requires specific approval from the Managing Director. The employee will meet the costs of all fringe benefit tax and other costs associated with the provision of such benefits.

Extra duty

- 6.8 The RIRDC meets its operational requirements through the use of a variety of flexible working arrangements. It is recognised, however, that on occasion there is a need for employees to work extra hours outside their ordinary daily and weekly hours. Employees should be aware of the requirement for them to occasionally work extra hours.
- 6.9 However, employees may, if they wish, decline to work extra hours outside specified standard hours due to personal commitments.
- 6.10 The Managing Director may exercise discretion to approve payment for extra hours in unusual or exceptional circumstances.
- 6.11 The employee's manager shall give reasonable notice of the requirement to work extra hours to the employee.
- 6.12 An employee should take at least 8 consecutive hours off duty plus reasonable travelling time between the end of ordinary duty on one day and the commencement of ordinary duty on the next day.
- 6.13 RIRDC Grade 8 employees are not eligible for payment for overtime duty or Time Off in Lieu (TOIL) unless otherwise approved by the Managing Director.
- 6.14 Where an employee, other than a RIRDC Grade 8 employee, works extra hours as directed by the Managing Director on a Saturday, Sunday or Public Holiday, Time Off In Lieu (TOIL) will accrue at the relevant Overtime rate. That is, for Saturdays, TOIL will accrue at time and a half. For Sundays and Public Holidays, TOIL will accrue at double

time. Clauses 6.17 and 6.18 provide the formula for calculating the relevant overtime rates.

6.15 An employee, other than RIRDC Grade 8 employee, that works extra hours as directed by the Managing Director in writing, is entitled to take Time Off in Lieu as agreed with their manager, or add the extra hours worked to their flex credit. Where the employee cannot take the Time Off in Lieu within a reasonable period (normally one month), the employee shall be paid for the extra hours worked in accordance with Clauses 6.17 to 6.18 below.

6.16 Where the Managing Director agrees that an employee shall be paid for extra duty in accordance with Clause 6.10, payment is calculated at the following rates:

6.17 The following formula will be applied for calculating extra duty at the time and a half rate:

$$\frac{\text{Annual Salary}}{313} \times \frac{6}{37.5} \times \frac{3}{2}$$

6.18 The following formula will be applied for calculating extra duty at the double time rate:

$$\frac{\text{Annual Salary}}{313} \times \frac{6}{37.5} \times \frac{2}{1}$$

Public holidays

6.19 Employees will observe the following public holidays - New Year's Day (or substitute); Australia Day (or substitute); Good Friday and the following Saturday and Monday; ANZAC Day (or substitute); the relevant Queen's Birthday observance day; the relevant Labour Day or equivalent; Christmas Day (or substitute); Boxing Day (or substitute).

6.20 The employee is also entitled to any public holiday that is declared by or under a law of a state or territory to be observed in the locality at which the employee works.

6.21 Pursuant to Section 115 (3) of the *Fair Work Act 2009*, the parties to this agreement agree that where:

- New Year's Day or Australia Day fall on a Saturday or Sunday, the following Monday will be observed by employees as a public holiday;
- Christmas Day falls on a Saturday or Sunday, 27 December will be observed by employees as a public holiday;
- Boxing Day falls on a Saturday or Sunday, 28 December will be observed by employees as a public holiday; and

- A day is substituted as the holiday for ANZAC day other than 25 April by a State or territory Government, that day will be observed by employees as a public holiday in that State or Territory.

Overpayment of salary

- 6.22 Where the RIRDC identifies an overpayment of salary, allowances or other remuneration to an employee, the Managing Director may recover that overpayment in full. The rate of recovery of the overpayment will be by agreement where possible.
- 6.23 Where agreement cannot be reached with the employee on the rate of recovery, the overpayment will be repaid at the rate of 10 per cent of the employee's fortnightly salary amount, less fortnightly taxation, less superannuation deductions excluding salary sacrifice, until such time as the overpayment has been repaid. If the repayment is made by deduction from employee salary, it will be in compliance with the Fair Work Act 2009.
- 6.24 The employee may authorise a greater amount to be deducted from their salary by the RIRDC.
- 6.25 Where the repayment would cause severe hardship for the employee a lesser amount may be approved by the Managing Director.

Higher Duties Allowance

- 6.26 An employee directed to perform all of the duties of a higher classification, as set out in the RIRDC Classification Table at appendix B to this agreement, for a period of more than one week (being five working days) will be paid an allowance equal to the difference between the employee's own salary and the salary the employee would receive if promoted to the higher classification. The allowance is payable for the entire period to which the direction relates.
- 6.27 An employee directed to perform part of the duties of a higher classification, as set out in the RIRDC Classification Table at appendix B to this agreement, for a period of more than one week (being five working days) will be paid an allowance determined by the Managing Director commensurate with the part of the duties of the higher classification being undertaken. The allowance is payable for the entire period to which the direction relates.
- 6.28 An employee directed to perform in full or in part, the duties of a classification higher than Grade 8, for a period of more than one week (being five working days) will be paid an allowance determined by the Managing Director commensurate with the duties of the higher classification being undertaken. The allowance is payable for the entire period to which the direction relates.

First Aid Officer Allowance

- 6.29 An employee who possesses a current first aid qualification from a recognised training authority at the applicable minimum level set out in the Occupational Health and Safety Code of Practice, and is approved by the Managing Director as a First Aid Officer, will be paid an allowance of \$25.50 per fortnight. The RIRDC will meet the cost of maintaining the currency of the first aid qualification for approved First Aid Officers.

Salary Packaging

- 6.30 Employees will have the discretion to determine the mix of cash and non-cash benefits that will constitute their salary package.
- 6.31 All fringe benefits tax and administrative costs incurred as a result of the flexible remuneration packaging arrangements are met by the employee on a salary sacrifice basis. The employee's base salary, prior to any salary sacrifice arrangement, will count as salary for superannuation, performance pay, redundancy and separation purposes. RIRDC will not seek to gain any benefit at the employee's expense with regard to the Goods and Services Tax (GST), when an employee takes up the option of flexible remuneration packaging.
- 6.32 Salary packaging is always conditional on it occasioning no extra cost to the RIRDC.

Superannuation

- 6.33 In line with the *Superannuation Guarantee (Administration) Act 1992* the RIRDC will offer a choice of superannuation fund to new employees.
- 6.34 In the absence of an election by an employee contributions will be paid into the RIRDC's default fund, the PSS accumulation plan (PSSap)
- 6.35 Where an employee elects an approved superannuation fund other than the PSS, CSS or PSSap the RIRDC will contribute as a minimum the Superannuation Guarantee amount, currently 9% of base salary.

Business Related Expenses

- 6.36 All employees will be reimbursed for approved expenditure incurred during the course of business.
- 6.37 Mobile phones for business use will be provided to employees at the discretion of the Managing Director.
- 6.38 Where a mobile phone has not been provided to an employee and their own private telephone is used for business purposes, the employee will be reimbursed the business related amount. The employee must provide a copy of the telephone account with the business related telephone calls clearly identified.
- 6.39 Prior to reimbursing an employee for expenses incurred by the employee, the RIRDC will require production of receipts or other evidence of such expenses having been incurred in the performance of the employee's duties.

7 Flexibility

- 7.1 Flexible working arrangements are available to full and part time employees subject to the agreement of the Managing Director.

Model Flexibility Clause

- 7.2 The RIRDC and an employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
- 7.2.1 the agreement deals with 1 or more of the following matters:
- (a) arrangements about when work is performed;
 - (b) overtime rates;
 - (c) penalty rates;
 - (d) allowances;
 - (e) leave loading; and
- 7.2.2 the arrangement meets the genuine needs of the RIRDC and employee in relation to 1 or more of the matters mentioned in clause 7.2.1; and
- (a) the arrangement is genuinely agreed to by the RIRDC and employee.
- 7.3 The RIRDC must ensure that the terms of the individual flexibility arrangement:
- 7.3.1 are about permitted matters under section 172 of the *Fair Work Act 2009*; and
- 7.3.2 are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
- 7.3.3 result in the employee being better off overall than the employee would be if no arrangement was made.
- 7.4 The RIRDC must ensure that the individual flexibility arrangement:
- 7.4.1 is in writing; and
- 7.4.2 includes the name of the RIRDC and employee; and
- 7.4.3 is signed by the RIRDC and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- 7.4.4 includes details of:
- (a) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (b) how the arrangement will vary the effect of the terms; and
 - (c) 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
- 7.4.5 states the day on which the arrangement commences.

- 7.5 The RIRDC must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 7.6 The RIRDC or employee may terminate the individual flexibility arrangement:
 - 7.6.1 by giving no more than 28 days written notice to the other party to the arrangement; or
 - 7.6.2 if the RIRDC and employee agree in writing — at any time.

Hours of Duty

- 7.7 The hours of the RIRDC are 08.30 to 17.00, Monday to Friday, during which time the RIRDC office must be adequately staffed.
- 7.8 Employees' hours of duty are 37.5 hours in any one week, with one hour allowed for lunch between 12.00 pm and 2.00pm on each day.
- 7.9 Standard hours of work in the RIRDC are 7.5 hours per day (Monday to Friday), within the bandwidth of 7.30am to 6.00pm. This is a total of 37.5 hours per week or 150 hours per four week settlement period.
- 7.10 Employees are allowed a fifteen (15) minute morning and afternoon tea-break each day, with such period to be considered as work time.
- 7.11 Keyboard operators are required to take a rest period of 10 minutes each hour during which they are expected to undertake other non-keyboard duties.

Categories of Employment

- 7.12 The RIRDC may engage employees in the following categories. Subject to operational requirements, ongoing/permanent employment will be the usual category of employment:
 - 7.12.1 Ongoing/ permanent – a permanent employee may work either full time or part time.
 - 7.12.2 Non-ongoing – non-ongoing employees may be employed for a specified term or for the duration of a specified task. A non-ongoing employee may work either full-time or part-time.
 - 7.12.3 Casual – casual employees are engaged for duties with hours of work that are irregular or intermittent, where there is no set ongoing attendance pattern.
- 7.13 Non-ongoing employees receive the same entitlements as ongoing/permanent employees unless otherwise stated in this Agreement.
- 7.14 Casual employees will receive a loading of 20% on base salary in lieu of paid leave entitlements, except long service leave. Casual employees who performs work on a public holiday will be entitled to payment for work performed on the public holiday at the appropriate rate of pay as per s116 of the Fair Work Act.

Full-time employees

- 7.15 A full-time permanent employee is required to work 37.5 hours per week. An employee may, where it is reasonable to do so, be required to work more than 37.5 hours to meet the demands of the job.
- 7.16 An employee may refuse to work addition hours, beyond those specified in clause 7.15 (above) if they are unreasonable. In determining whether hours are unreasonable, all parties to this Agreement must give genuine consideration to the matters referred to in Division 2, Part 12 of the *National Employment Standards* as amended from time to time.
- 7.17 In the interests of an employee's well-being an employee must not work for more than five hours continuously without a meal break of at least 30 minutes which is unpaid.
- 7.18 An employee is entitled to be absent without loss of pay on a public holiday (as prescribed in the *Fair Work Act 2009*) in the locality in which the employee works.
- 7.19 An employee who is requested to work on a public holiday may decline to do so provided that they have reasonable grounds.

Part time employment:

- 7.20 RIRDC may initiate a part-time work arrangement but no full-time employee will be compelled to convert to part-time hours.
- 7.21 Employees have the right to request part-time work.
- 7.22 The RIRDC will consider any applications for part-time work for employees seeking flexible working arrangements. This applies where an employee has worked with RIRDC continuously for longer than 12 months or is a long-term casual employee and the employee has caring responsibilities for a child under school age or a child under 18 who has a disability
- 7.23 Requests for part-time work will be considered against the RIRDC's operational requirements and the personal requirements of the employee.
- 7.24 RIRDC will consider all applications for part-time work made by employees returning from a period of maternity leave. RIRDC will take all reasonable steps to provide these employees with part-time work, as requested, taking into account operational requirements.
- 7.25 If part-time work cannot be facilitated for these employees, RIRDC will take all reasonable steps to assist the employee meet caring and family responsibilities and needs through other forms of flexible working arrangements.
- 7.26 Where the Managing Director does not agree to a request from an employee for part time work, the Managing Director shall provide reasons in writing, and discuss alternatives with the employee.
- 7.27 Part-time work arrangements will be set out in a written agreement between the Managing Director and the employee, detailing the employee's specified and regular hours, the duration of the agreement,

and any specific arrangements that are necessary to facilitate the part-time work.

- 7.28 Unless otherwise agreed by the Managing Director, hours worked will be continuous and not less than three hours on any day worked. Unpaid meal breaks will not be regarded as breaking continuity of hours worked.
- 7.29 Part-time work agreements may be varied with the agreement of the Managing Director and the employee.
- 7.30 Part-time employees are entitled to the same range of benefits as full time employees but on a pro rata basis.
- 7.31 Part-time employees will be entitled to compensation for extra hours worked (outside the terms of their agreement), in accordance with the Extra Duty terms of this Agreement.

Flexitime

- 7.32 Flex time is a system that provides eligible employees and managers with the flexibility to vary working hours and work patterns to the benefit of the RIRDC, the individual and stakeholders.
- 7.33 Casual employees and employees in RIRDC Grade 8 and above are not eligible for flexitime.
- 7.34 Employees at Grade 8 and above may determine their day to day attendance patterns, including absences, with the agreement of their manager.
- 7.35 Eligible employees must keep a flex record a daily basis, and provide the record to their manager each fortnight for signature.
- 7.36 All signed flex records must be provided to the HR Manager within five working days of the end of each fortnight.
- 7.37 The settlement period for flex time in RIRDC is four weeks.
- 7.38 Eligible employees may accumulate a credit of up to a maximum of 37.5 hours at the end of a settlement period.
- 7.39 Where the maximum flex credit has been reached, the employee and his/her supervisor will meet to assess how to reduce the flex leave credit to less than maximum hours over the next settlement period or other period as agreed.
- 7.40 The Managing Director may agree to an employee retaining more than the maximum flex credit in unusual or exceptional circumstances. Where, due to work requirements or work load, it is not practicable for an employee to reduce flex credits below 37.5 hours over two settlement periods, the employee will be paid the excess flex credit in the following pay period to reduce the credits to 37.5 hours.
- 7.41 Employees may accumulate a flex debit. The maximum accruable flex debit to be carried over from one settlement period to another will be 10 hours.
- 7.42 Part time employees may accumulate flex time credit hours on a pro-rata basis.

- 7.43 When an employee ceases employment with the RIRDC, credit balances will be paid out at the employee's standard hourly rate.
- 7.44 Debit balances will result in the employee's final salary being reduced by an amount equal to the standard hourly rate times the number of debit hours accumulated by the employee.

Home Based Work

- 7.45 An employee may apply for home based work arrangements.
- 7.46 The Managing Director will consider applications for home based work on a case by case basis.
- 7.47 The operational and organisational needs of the RIRDC will be a key factor in the consideration of applications for home based work.
- 7.48 The diverse nature of work in RIRDC lends itself to a range of working environments and RIRDC considers home based work to be a valuable option and managers should consider options seriously.
- 7.49 Temporary or informal arrangements are likely to be applicable to most jobs and could be used for either a few hours or up to 5 days to accommodate a range of situations.
- 7.50 RIRDC may approve an application for an employee to work from home/work away from the office on either a regular or temporary basis. RIRDC may vary or terminate the arrangement as a result of operational requirements or the ineffectiveness of the arrangement.
- 7.51 RIRDC has a responsibility to take all practical steps to provide a safe and healthy work environment for employees. Accordingly, the manager must ensure that appropriate arrangements are in place and the employee is provided with appropriate information. The employee must take all reasonable steps to comply with any reasonable and lawful directions given by the manager.
- 7.52 Home computing facilities may be provided where the need is agreed between an individual employee and their manager. Provision of equipment shall be subject to OH&S requirements and to an assessment of technical needs by the manager.
- 7.53 In determining appropriate work arrangements, managers and employees will consider the following (not exhaustive) list of issues:
- appropriate and effective communication with office based employees;
 - the need to ensure adequate interaction with colleagues;
 - the nature of the job and operational requirements;
 - privacy and security considerations;
 - health and safety considerations;
 - effect on stakeholders; and
 - adequate performance monitoring arrangements.

Leave - General

- 7.54 All leave requests should be on appropriate forms and submitted and approved before the leave is actually taken or in the case of such things as accidents, as soon as practical following phone advice.
- 7.55 A register of all leave is maintained and an individual's leave record is available to them at any time.
- 7.56 In special circumstances the Managing Director may approve an individual's application to take leave in advance of entitlement.

Recreation Leave

- 7.57 Employees are entitled to 20 days recreation leave, on full pay, per annum or part thereof for part time employees.
- 7.58 The entitlements to recreation leave will accrue on a daily basis with the balance reported to employees on their payslips.
- 7.59 Employees are encouraged to take their full leave entitlement each year.
- 7.60 Accrued entitlements may be taken at any time, subject to operational requirements and with the approval of the Managing Director. Where possible, leave is to be programmed and staggered to avoid key personnel being absent for extended periods at the same time.
- 7.61 Accrued recreation leave entitlements will be paid on termination at the final salary rate.
- 7.62 An employee may, with the approval of the Managing Director, obtain an entitlement to additional recreation leave in return for a reduction in the employee's remuneration.
- 7.63 An employee may, with the approval of the Managing Director, take a period of recreation leave at half pay. For example, an employee may take 2 weeks leave at half pay. In this case the employee will have the equivalent of 1 week's recreation leave balance deducted.
- 7.64 The Managing Director may approve an employee cashing out up to 1 week per annum of recreation leave from each year's recreation leave accrual, in return for a lump sum payment equivalent to the employee's ordinary rate of pay that the employee would have otherwise received for that period of leave. The paid annual leave must not be cashed out if it would result in the employees remaining annual leave entitlement being less than four weeks. This payment is subject to an employee having 12 months continuous service in the RIRDC, and may only be accessed once per calendar year during the life of this Agreement.
- 7.65 If an employee becomes sick whilst on recreation leave for a period of one day or more, and provides the RIRDC with reasonable evidence of the fact, they can elect for the recreation leave to be recredited and Personal/carer's leave to be deducted for the period of the illness.

Personal / Carer's Leave

- 7.66 Full time employees are entitled to:

- 20 days paid personal/carer's leave per year (including sick leave and carer's leave).
- 7.67 Paid personal/carer's leave can be taken:
- due to personal illness or injury (sick leave);
 - to provide care or support for a member of the employee's immediate family or household who requires care or support due to personal illness or injury, or an unexpected emergency (carer's leave)
 - to donate blood, including reasonable travelling time to and from work.
- 7.68 Personal/carer's leave as provided in Clause 7.66 shall be credited to the employee upon commencement and on the anniversary of commencement date each year.
- 7.69 When taking personal/carer's leave, an employee must notify their manager as soon as reasonably practicable that they are unable to attend work and complete a leave form on their return to work.
- 7.70 Where reasonable, the RIRDC may request an employee to provide a medical certificate for a period of sick leave taken.
- 7.71 Where reasonable, the RIRDC may request an employee provide either a medical certificate or a statutory declaration for a period of carer's leave taken.
- 7.72 An employee is not entitled to take paid sick leave if they are receiving workers' compensation payments.
- 7.73 Any personal/carers leave not used in any one year of employment will be available to be used in subsequent years.
- 7.74 An employee who has used their entitlement to paid personal leave is entitled to a period of up to two days unpaid leave for each occasion when a member of their immediate family or household requires care or support during such a period because of a personal illness or injury or an unexpected emergency affecting the member.
- 7.75 Accrued personal/carer's leave may not be cashed out during an employee's term of employment nor will it be paid on termination.

Compassionate Leave

- 7.76 All full and part time employees are entitled to two days of paid compassionate leave for each occasion when a member of the employee's immediate family or a member of the employee's household contracts or develops a personal illness that poses a serious threat to his or her life or sustains a personal injury that poses a serious threat to his or her life or dies. Compassionate leave may be taken in a single unbroken period of two days or two separate periods of one day each.
- 7.77 The RIRDC may request that an employee provide reasonable evidence of the illness, injury or death.

- 7.78 All employees, other than casual employees, are entitled to be paid for each period of compassionate leave. For casual employees, compassionate leave is unpaid leave.
- 7.79 Compassionate leave does not accrue and is not paid out when an employee leaves the RIRDC.

Parental Leave

- 7.80 Employees are entitled to maternity leave as per the *Maternity Leave (Commonwealth Employees) Act 1973* and paternity leave as per the relevant provisions of the *Fair Work Act 2009*.
- 7.81 Under the provisions of the *Maternity Leave (Commonwealth Employees) Act 1973*, eligible employees are entitled to up to 12 weeks paid maternity leave. The employee may elect to be paid this entitlement over a 24 week period at half pay. Superannuation will be paid in accordance with the relevant legislation.
- 7.82 An employee eligible for leave under clause 7.81, who has completed 2 years service with the RIRDC prior to commencing leave under clause 7.81, is entitled to a further 2 weeks of paid leave for maternal purposes.
- 7.83 The leave entitlement under clause 7.82 is to be used immediately after the completion of the twelve weeks referred to in clause 7.81. This leave will be with pay where any part of the twelve weeks referred to in clause 7.81 is with pay
- 7.84 An employee whose spouse has given birth is entitled to take up to two weeks of paid parental leave within a week of the birth of the child or adoption of the child and a longer period of continuous unpaid parental leave to be the child's primary care giver.
- 7.85 The *Fair Work Act 2009* entitles the parents of a newborn child, or the adoption of a child under five years of age, up to 52 weeks unpaid maternity or paternity leave. The period of maternity or paternity leave, when combined with the employee's spouse's period of leave cannot exceed 52 weeks and, except for the period of one week at the time of the birth, maternity and paternity leave cannot overlap.
- 7.86 To be eligible for paternity leave, the employee must have 12 months continuous service at the time leave is to commence.
- 7.87 An employee must advise the RIRDC of their intention to take parental leave.
- 7.88 An employee must apply for parental leave in writing, stating the dates for leave, four weeks before the first day of intended leave and also provide a signed statutory declaration detailing their leave periods and their partner's leave arrangements, as well as stating that they will be the child's primary caregiver and that they will not do work that is inconsistent with their conditions of employment while on parental leave.
- 7.89 In the case of maternity leave, an employee must provide the RIRDC with a medical certificate no later than 10 weeks before the expected date of birth (where possible).

- 7.90 The requirements detailed at clauses 7.88 and 7.89 above do not apply to an employee when circumstances are beyond their control (eg, in the event of premature birth).
- 7.91 When returning to work from parental leave, an employee is entitled to return to the position they held before taking leave or to a new position if they have been promoted or have agreed to accept a new position. If the employee's former position no longer exists and the employee is qualified and able to work in another position, then the employee is entitled to work in another position for RIRDC. When there is more than one appropriate position, the employee is entitled to the position nearest in status and function to their former position. The employee will suffer no loss of salary by reason of returning to another position following maternity leave.
- 7.92 An employee planning to return to work from maternity / parental leave on a date different to that originally applied for is required to give the RIRDC at least four weeks written notice of the date the employee proposes to return to work.
- 7.93 Additional parental leave entitlements and conditions are in accordance with the provisions of the *Fair Work Act 2009*.

Long Service Leave

- 7.94 An employee will be entitled to long service leave in accordance with the provisions of the *Long Service Leave (Commonwealth Employees) Act 1976*.
- 7.95 In accordance with the LSL Act long service leave of three calendar months is provided after ten years continuous service and pro rata thereafter. All leave is subject to approval by the RIRDC.
- 7.96 The balance of any long service leave accrued (after ten years), but not taken, shall be paid in full on termination at the employee's annual base salary rate prior to any salary packaging arrangement at the time of termination.
- 7.97 Entitlements to extended leave or pay in lieu for employees with periods of less than ten years service will be paid in accordance with the relevant provisions of the LSL Act.

Purchased Leave

- 7.98 The RIRDC offers purchased leave options for the purpose of supporting flexibility in helping employees address a work/family balance.
- 7.99 Employees may purchase up to four weeks additional leave per financial year, subject to operational requirements as agreed with the Managing Director.
- 7.100 The cost of purchased leave will be calculated on base salary and shall be distributed across the 26 pay periods in the financial year.
- 7.101 Purchased leave must be taken in the financial year in which it is purchased, unless the Managing Director agrees to allow an employee to carry the purchased leave over. Approval for purchased leave carry

over will normally only be given in unusual or exceptional circumstances.

- 7.102 Unless the Managing Director agrees to allow an employee to carry over purchased leave, any unused leave shall be forfeited and the purchase price of the unused leave refunded.
- 7.103 Purchased leave may be taken in combination with public holidays, and any form of leave except personal leave for personal illness.
- 7.104 Where purchased leave is applied for, the total amount of the leave applied for must be a minimum of one week.
- 7.105 Purchased leave does not affect an employee's salary for superannuation purposes.
- 7.106 Purchased leave counts as service for all purposes.

Miscellaneous Leave with or without pay

- 7.107 The Managing Director may approve leave for reasons not covered by other leave types, having regard to operational requirements. This is known as miscellaneous leave and may be with or without pay.
- 7.108 An employee required to attend jury service shall be granted leave of absence for the period involved on full pay. The employee is required to provide prompt notification to the RIRDC of the requirement to undertake jury service as well as evidence of attendance and the duration of such attendance.
- 7.109 Employees who are unfit for duty because of a war-caused or defence-caused condition that has been determined under the *Veterans' Entitlements Act 1986* shall be granted leave for the period involved with full pay.
- 7.110 An employee required by Fair Work Australia to attend industrial proceedings shall be granted leave for the period involved on full pay.
- 7.111 The Managing Director may approve leave with full pay to enable employees to attend short workplace relations training courses or seminars on the condition that RIRDC operational requirements permit the granting of leave, and the scope, content and level of the short courses are such as to contribute to a better understanding of workplace relations.
- 7.112 The Managing Director may;
 - approve leave with full pay for short periods to enable an employee to undertake emergency services duties or
 - approve the provision of unpaid leave to community service personnel for emergency services duties to encompass leave for regular training, all emergency services responses, reasonable recovery time and ceremonial duties. The Managing Director shall give requests for leave in these circumstances favourable consideration, unless there are unusual and urgent operational needs that reasonably require the Managing Director to do otherwise.

- 7.113 The Managing Director may approve additional leave with full pay to an employee in exceptional circumstances. Examples of the types of circumstances are where employees are affected by or involved in state of emergency situations such as, but not limited to, bushfires, floods and earthquakes.
- 7.114 The Managing Director may approve paid or unpaid leave for the purpose of participating in community or volunteering work.
- 7.115 An employee may seek the Managing Director's approval for miscellaneous paid or unpaid leave for any other purpose or where other types of paid leave have been exhausted.

Portability of Accrued Paid Leave Entitlements

- 7.116 For all new permanent employees joining the RIRDC from an employer staffed under the *Public Service Act 1999*, *Parliamentary Services Act 1999* or from an Authority under the *Commonwealth Authorities and Companies Act 1997*, accrued annual leave and accrued long service leave will be transferred and recognised under the Agreement, provided the losing agency pays the RIRDC for the value of the annual leave and long service leave entitlements and there is no more than 3 months break in service between agencies.
- 7.117 Where a staff member leaves the RIRDC to commence employment with an employer staffed under the *Public Service Act 1999*, *Parliamentary Services Act 1999* or an Authority under the *Commonwealth Authorities and Companies Act 1997*, the RIRDC shall transfer accrued annual leave and accrued long service leave, including amounts recognised at Clause 7.116, provided the new employer agrees to the transfer.
- 7.118 The Managing Director may exercise discretion to approve the transfer of leave credits where there are no reciprocal arrangements in place or in other circumstances the Managing Director considers appropriate for the attraction and retention of employees.

Christmas/New Year Close Down

- 7.119 The RIRDC office will be closed for normal business purposes from 25 December until the first working day following 1 January. Staff will be stood-down on full pay without deduction from leave credits.
- 7.120 Where an employee is on approved paid leave extending across the Christmas Closedown period, they are paid the Christmas Closedown days with no deduction from the approved leave type.

Home Internet Usage Allowance

- 7.121 Where the Managing Director agrees in writing that:
- a staff member has a work-based requirement to work at home; or
 - the staff member is required to work routinely outside standard office hours;
- 7.122 the RIRDC will provide an allowance of not less than \$29.95 per month (or amount equivalent to Bigpond's standard broadband package).

Home computer

- 7.123 The RIRDC will provide, at the discretion of the Managing Director, a home computer for employees where there is a work-based requirement to work at home or where work is required routinely outside standard office hours.
- 7.124 A home computer will not be provided to employees who have been allocated a laptop computer.

Professional membership, registration and development

- 7.125 Where the Managing Director agrees it is essential for the performance of duties, the RIRDC will pay for or reimburse the employee for the direct costs of the membership of professional bodies, or mandatory professional registration fees. The RIRDC will provide time to assist the employee to meet ongoing professional education requirements.

Motor Vehicle Allowance

- 7.126 Where the Managing Director considers that it will result in greater efficiency or involve less expense, he or she may authorise an employee to use a private motor vehicle owned or hired by the employee at their own expense for official purposes. Where so authorised, an employee will be entitled to a motor vehicle allowance at a rate equivalent to that set by the Australian Taxation Office (ATO) for claiming a deduction for car expenses via the cents per kilometre method.

Travel

- 7.127 The key principles under which the RIRDC's employees undertake travel are:
- a) Employees should neither gain nor lose financially as a result of travelling on official business.
 - b) All reasonable expenses incurred while travelling on official business will be met, with employees and managers to consider the purpose, specific circumstances, business outcomes and total costs of travel.
 - c) Actual travel expenses shall be met by the RIRDC, by payment to an approved travel services provider, or by use of a RIRDC credit card, or reimbursement to the employee.
 - d) Where practical, travel should occur within the employee's ordinary span of hours.
 - e) A RIRDC employee, other than a Grade 8 employee, required to travel within Australia away from their regular workplace, outside of their standard days and hours, will accrue flex time.
 - f) In exceptional circumstances the Managing Director may approve reasonable time off, on an hour for hour basis, for an employee who undertakes travel outside normal working hours.
 - g) Extra duty shall not be payable for travelling time unless otherwise determined by the Managing Director.

Carparks

- 7.128 RIRDC will continue to provide 25 carparks for the period of time it occupies its existing premises at Pharmacy Guild House.

8 Balancing work and personal life

- 8.1 The RIRDC is committed to providing employees with the flexibility to balance both personal and professional commitments. The RIRDC and its employees recognise the benefits that flextime, flexible working hours and regular part-time work provide individuals and the work area to meet these commitments.
- 8.2 When setting arrangements for an employee's pattern of work, all parties to this agreement shall give genuine consideration to RIRDC's operational requirements and the personal needs of the employee.

Meeting Times

- 8.3 Employees and managers will consider factors relating to work and personal balance in arranging meetings, and wherever possible, meetings will commence no earlier than 9:30am and finish no later than 5:00pm.

9 Communication and Consultation

- 9.1 This term applies if:
- (a) the employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
 - (b) the change is likely to have a significant effect on employees of the enterprise.
- 9.2 The employer must notify the relevant employees of the decision to introduce the major change.
- 9.3 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 9.4 If: a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.
- 9.5 As soon as practicable after making its decision, the employer must:
- (a) discuss with the relevant employees: i) the introduction of the change; and (ii) the effect the change is likely to have on the employees; and (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
 - (b) for the purposes of the discussion — provide, in writing, to the relevant employees: (i) all relevant information about the change including the nature of the change proposed; and (ii) information about the expected effects of the change on the employees; and (iii) any other matters likely to affect the employees.
- 9.6 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

- 9.7 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 9.8 If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in clauses 9.2, 9.3 and 9.5 are taken not to apply.
- 9.9 In this term, a major change is likely to have a significant effect on employees if it results in:
- (a) the termination of the employment of employees; or
 - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain employees; or
 - (f) the need to relocate employees to another workplace; or
 - (g) the restructuring of jobs.
 - (h) In this term, relevant employees means the employees who may be affected by the major change.

Access to Representation

- 9.10 The RIRDC will not impede any employee from having access to representation by a union in the workplace.

10 Consultation Framework and WCC

- 10.1 The RIRDC is committed to communicating and consulting directly with employees, and where they choose, their representatives about workplace matters affecting them.
- 10.2 In addition to the model terms set out at Clauses 9.1 to 9.9, the consultative framework at Clauses 10.3 to 10.11 is established.
- 10.3 The RIRDC will establish and maintain a Workplace Consultative Committee (WCC) to facilitate the implementation and operation of this Agreement, whilst recognising that the Managing Director is the ultimate decision maker.
- 10.4 The role of the WCC is to consider workplace issues referred by employees, employee representatives or RIRDC management.
- 10.5 All members of the WCC must give genuine consideration to matters referred to the WCC.
- 10.6 Matters which can be considered by the WCC include, but are not limited to:
- the implementation, application and intent of the provisions of this Agreement

- the development, operation and variation of RIRDC policies and guidelines that relate to RIRDC terms and conditions of employment
 - the impact on employees of government policies or legislation.
- 10.7 The RIRDC is committed to referring matters to the WCC prior to decisions being made. However, the RIRDC reserves the right not to consult through the WCC where the RIRDC reasonably believes that doing so would improperly disclose confidential or commercially sensitive information, and/or would be contrary to Government directive or legislation.
- 10.8 WCC members will use their best endeavours to reach agreement through a process of consultation and discussion.
- 10.9 The WCC will be comprised of two management representatives and four employee representatives. The employee representatives shall be elected by a staff vote and shall serve eighteen month terms.
- 10.10 The WCC shall meet quarterly or more frequently if required. The WCC may form subcommittees and working parties as required from time to time to deal with specific issues.
- 10.11 WCC employee representatives will be provided with reasonable time away from normal work activities to enable them to prepare for meetings and to consult with employees about matters being discussed by the WCC.

11 Freedom of Association and Representation

- 11.1 The parties recognise that employees are free to choose to join or not to join a union. Irrespective of that choice, employees will not be disadvantaged or discriminated against in respect of their employment under this Agreement.
- 11.2 Employees who choose to be members of a union have the right to have their industrial interests represented by that union and to participate in lawful union activities, subject to the terms of the Agreement and relevant industrial legislation.
- 11.3 Employees have the right to seek assistance and representation (which may include their union) in the workplace. The right of representation includes the right to have an employee representative, including workplace delegates, to support and speak on their behalf.
- 11.4 The Corporation recognises that employee representatives, including workplace delegates, have a legitimate role in the workplace and that role is to be respected, facilitated and undertaken without discrimination and in accordance with the Principles for Workplace Delegates as contained at Appendix C.

Recognising, building and using our employee's skills

12 Performance Management and incremental advancement

- 12.1 Performance Management is integral to RIRDC delivering organisation objectives and outcomes. Performance management is designed to

encourage and reward achievement, to improve and manage individual performance, and train and develop employees to meet both the career development and training needs of individuals and the skills needs of RIRDC.

- 12.2 It aims to provide employees with a shared understanding of RIRDC's business priorities and directions, as well as those of their own work area.
- 12.3 RIRDC is committed to a performance management system that is fair and equitable, is conducted with integrity and is in accordance with applicable legislation.
- 12.4 RIRDC considers that participation in performance management is an essential requirement for all its managers and employees.
- 12.5 The performance management scheme will:
 - 12.5.1 operate on an annual cycle – 1 July to 30 June;
 - 12.5.2 be based on regular, constructive, two-way feedback, and encourage honest and open discussion between supervisors and employees
 - 12.5.3 require managers and employees to conduct regular feedback discussions;
 - 12.5.4 include a formal mid cycle and end of cycle review as an essential element of the performance management
 - 12.5.5 be based on managers and employees together developing, maintaining and regularly reviewing a Performance Agreement. The Performance Agreement will contain agreed; work plan, expected standards of performance, measures and a learning and development plan;
 - 12.5.6 ensure that where employees have worked in more than one position during the assessment period the manager must seek and take into account input from the employee's previous manager
 - 12.5.7 ensure managers assist employees to identify their learning and development needs in the context of the skills they need to do their job effectively
 - 12.5.8 provide that outcomes are used to determine advancement through pay points within work levels in RIRDC's classification structure
 - 12.5.9 provide the framework for managing underperformance.
- 12.6 Managers must ensure that employees have been given all information and opportunity reasonably required for employees to understand the standard of performance expected of them.
- 12.7 Employees must make all reasonable efforts to understand the standard of performance expected of them. This obligation is commensurate with obligation of the manager in Clause 12.6.

- 12.8 Managers will apply, where possible, informal management techniques when dealing with potential performance management issues by providing regular and open feedback against performance expectations.
- 12.9 For the purposes of pay point progression, there are two performance standards: Satisfactory and Unsatisfactory.
- 12.10 Employees will be rated according to the standard achieved where they have participated in the performance management system for a minimum of 3 months.
- 12.11 To achieve pay point progression, an employee will need to achieve a rating of Satisfactory. If rated Unsatisfactory, an employee will not qualify for pay point progression.
- 12.12 Where an employee disagrees with their performance rating, they may appeal the decision through the Dispute Resolution Process.

13 Managing Underperformance

- 13.1 An employee rated as Unsatisfactory will be required to be managed in accordance with the Underperformance provisions of this Agreement.
- 13.2 RIRDC gives a commitment that when unsatisfactory performance issues arise they will be dealt with promptly and in accordance with the principles of procedural fairness and natural justice.
- 13.3 An employee subject to Underperformance has a right to representation.
- 13.4 An employee who is rated Unsatisfactory will be required to develop, with their manager, a Performance Improvement Plan.
- 13.5 The following minimum standards must be met prior to formal action being taken to address underperformance.
 - 13.5.1 regular feedback and discussion (on more than one occasion) between the manager and employee;
 - 13.5.2 the manager has clearly specified to the employee, in writing, their expectations and the standard to which work is to be done; and
 - 13.5.3 the employee has been given the opportunity to meet the manager's reasonable expectations and standard of work required of them.
- 13.6 The principles of procedural fairness will apply to the processes and decisions involved in managing underperformance:
 - 13.6.1 employees will be provided with copies of documentation relevant to the performance assessment; and
 - 13.6.2 employees will have the option of having a person of their choice present during feedback meetings to provide support.
- 13.7 Where a manager believes that an employee's work performance is below the expected performance standard, despite repeated attempts to improve performance through feedback or discussion, or they have failed to complete a Performance Agreement, the Managing Underperformance of this Agreement will apply.

- 13.8 The manager, in consultation with the Human Resource Manager, will provide the employee with written advice that their performance does not meet the expected standard of performance. This advice will specify:
- 13.8.1 the expected standard of performance, consistent with the relevant work level standard and work plan;
 - 13.8.2 where the employee's performance does not meet the performance standard, including the absence of a Performance Agreement; and
 - 13.8.3 that the employee will be under a 2 month period of assessment.
- 13.9 A copy of this advice will be provided to the Managing Director. The employee will have a period of 7 days to respond in writing to this advice.
- 13.10 Within 10 days of the end of the period in which the employee may wish to respond in accordance with the above procedures, the manager must discuss the concerns with the employee, including those raised in the written response by the employee, to develop a Performance Improvement Plan. The employee may choose to be supported by an individual of their choice.
- 13.11 The Performance Improvement Plan should be a set of realistic and achievable expectations, which focus on the areas of the employee's performance that have been identified as being in need of attention. The Performance Improvement Plan can include the development of a work plan and learning agreement.
- 13.12 The records relating to the underperformance process will be kept on the employee's personnel file.
- 13.13 The Performance Improvement Plan will provide the basis for the regular review of the employee's performance, over a 2 month period beginning from the date of the advice to the employee. A copy of the Performance Improvement Plan will also be provided to the Managing Director.
- 13.14 The manager, in consultation with the Human Resource Manager, will review with the employee, the employee's performance over this 2 month period on a fortnightly basis. The employee may choose to be supported by an individual of their choice. Records will be kept of all performance discussions during this period. The employee has a right to provide comment on these discussions (these comments should be in writing).
- 13.15 During this 2 month period, the employee and the manager may call upon the relevant Human Resource Manager to provide advice and/or guidance regarding the development and management of the Performance Improvement Plan.
- 13.16 At the end of the 2 month period the manager will reassess the employee's performance. If the expected performance standard has

been met, or where relevant, a Performance Agreement has been developed, no further action will be taken.

- 13.17 If an individual does not maintain a satisfactory level of performance for 10 months following the completion of a 2 months underperformance process, or does not participate in performance management, then further action can be taken without the need for a further two month underperformance assessment.
- 13.18 If at the end of the 2 month period the employee's performance is assessed by the manager as not meeting the expected performance standard, or within the 10 month period referred to in Clause 13.17 the employee is again assessed by the manager as not meeting the expected performance standard, the Managing Director will be advised.
- 13.19 If the Managing Director endorses the manager's assessment, the Managing Director will write to the employee notifying the employee of the intention to:
- 13.19.1 terminate employment of the employee;
 - 13.19.2 transfer the employee; or
 - 13.19.3 reduce the employee's work level.
- 13.20 The employee will then have 10 working days to show the Managing Director, through the manager, cause why this action should not be taken. The employee should write to the Managing Director, through the manager, outlining any concerns they have either in relation to the assessment and/or the intended sanction.
- 13.21 At the end of the 10 working days, the Managing Director, having considered any representation submitted by the employee, may issue a notice of termination of employment or effect the transfer or reduction in work level of the employee.
- 13.22 A notice of reduction in classification takes effect after one month unless the employee seeks a review.
- 13.23 An employee may apply to have the decision to reduce their classification reviewed. In the meantime, the employee will remain in their current job.
- 13.24 If the review is successful, the notice of reduction is revoked without detriment to the employee.
- 13.25 If the notice is confirmed it will take effect on the day it is confirmed or one month after the notice is issued, whichever is the later.
- 13.26 It must be recognised that if the employee's employment is maintained that they have every opportunity to improve their performance and future work opportunities.
- 13.27 The sole and exhaustive rights and remedies of an employee in relation to termination of employment are those the employee enjoys:
- 13.27.1 under the *Fair Work Act 2009*;
 - 13.27.2 under other Commonwealth laws (including the Constitution);
and

13.27.3 at common law.

- 13.28 Termination of, or a decision to terminate employment, cannot be reviewed under the dispute resolution procedures described in this Agreement.
- 13.29 Nothing in this Agreement prevents RIRDC from terminating the employment of an employee for serious misconduct, without further notice or payment in lieu, in accordance with the summary termination provisions of this Agreement.
- 13.30 This process is not to be used for misconduct or permanent incapacity purposes.
- 13.31 The procedures for managing unsatisfactory performance do not apply to ongoing employees who are subject to a period of probation, during the probationary period.

14 Studies Assistance

- 14.1 To complement on the job learning, and in recognition of the benefits to both employees and RIRDC, all employees will have reasonable access to relevant training activities including possible study assistance and study leave where this is mutually advantageous to the employee and RIRDC.
- 14.2 Financial support addressing enrolment costs, HECS, course and unit fees, and course specified text books may be provided by the RIRDC and should be discussed with the employee's principal supervisor as part of the development of the annual performance agreement.
- 14.3 The corporation may approve an application for study leave to allow an employee reasonable time to attend a course/ complete study or examinations.
- 14.4 For employees undertaking tertiary study, study leave of up to six days per annum will be granted (as a guide up to 1.5 days per subject per semester), depending on the individual employee's requirements. Additional leave may be granted at the discretion of the Managing Director and negotiated on a case by case basis.
- 14.5 Study leave is defined as leave for preparing for and attending exams, completing major assignments or specific course work.
- 14.6 Requests for study assistance must be submitted to the HR Manager on the Application for Study Assistance Form, for approval by the Managing Director.
- 14.7 Requests for payment of study expenses are to be made on the Staff Study Expense Claim Form and must be approved by the staff member's nominated manager.
- 14.8 Staff must complete a Staff Leave Form for all instances of study leave.
- 14.9 Proof of completion of course, units passed and study undertaken should be provided to the HR Manager.

15 Employment subject to other legislation

15.1 The parties acknowledge that the employment of employees covered by this Agreement is subject to the relevant provisions of the following Acts (and regulations or instruments made under the Acts) as amended from time to time:

- *Fair Work Act 2009*
- *Primary Industries and Energy Research and Development Act 1989*
- *Commonwealth Companies and Authorities Act 1997*
- *Long Service Leave (Commonwealth Employees) Act 1976*
- *Maternity Leave (Commonwealth Employees) Act 1973*
- *Superannuation Act 1976*
- *Superannuation Act 1990*
- *Superannuation Act 2005*
- *Superannuation Productivity Benefit Act 1988*
- *Superannuation Benefits (Supervisory Mechanisms) Act 1990*
- *Safety, Rehabilitation and Compensation Act 1988*
- *Occupational Health and Safety (Commonwealth Employment) Act 1991*

16 Managing Director may delegate powers

16.1 The Managing Director may delegate any of his or her powers, functions or responsibilities under this Agreement to an employee.

16.2 Delegation referred to in Clause 16.1 must be by written instrument.

16.3 Any power exercisable by a manager under this Agreement may be exercised by the Managing Director.

APPENDICES

APPENDIX A – GRIEVANCE POLICY

1. Purpose

- 1.1. This process provides an alternative (exercisable at the employee's discretion) to the Dispute Resolution Process. Nothing in this policy will be construed to constrain any rights conferred on an employee by the Dispute Resolution clause of this Agreement.

2. Definitions

- 2.1. **Grievance:** A grievance is an informal work-related complaint from an employee that is expressed verbally and is not recorded.
- 2.2. **Complaint:** A complaint is a formal action taken by a person when verbal reports and discussions do not lead to resolution.
- 2.3. **Decision maker** A person appointed by the Corporation to make a decision in relation to the 'complaint'
- 2.4. **Grievance Officer:** The Grievance Officer is an elected RIRDC staff member who provides a confidential service for RIRDC staff dealing with minor workplace concerns and issues.
- 2.5. **Investigation officer:** A person appointed by the Corporation to investigate a 'complaint'
- 2.6. **Mediation:** a process in which parties to a dispute, with the assistance of a neutral third party (the conciliator), identify the disputed issues, develop options, consider alternatives, and endeavour to reach an agreement. The mediator may have an advisory role in the content of the dispute or the outcome of its resolution, but not a determinative role.

3. Policy

- 3.1. RIRDC is committed to building a positive, values-based culture that minimises the potential and actual incidences of inappropriate behaviour or conflict that may lead to a grievance. This means:
 - creating a positive workplace culture and environment
 - modelling positive behaviours in accordance with the Corporation's PRIDE model (Professionalism; Respect; Innovation; Diversity; Ethical behaviour – endorsed by all staff and the RIRDC Board in 2009)
 - encouraging reporting of complaints
 - fostering an environment of trust by establishing formal and informal communication processes

- inviting and valuing the views and opinions of all employees and being open about decisions and actions that affect employees' work
 - treating employees' concerns as important by taking time to listen and understand, and taking early and appropriate action
 - ensuring grievances are investigated fairly and reasonably; and sanctions have substance and are respected by employees.
- 3.2. Investigation officers and decision makers must act fairly – without actual or perceived bias or conflict of interest.
 - 3.3. Decision makers must not undertake the role of an investigation officer in relation to a grievance.
 - 3.4. Any process should comply with the principles of procedural fairness, which requires that all parties have an opportunity to put their case forward before a decision is made.
 - 3.5. Employees may face disciplinary action, including dismissal, if the decision maker finds the grievance to be legitimate.
 - 3.6. Employees who have a formal complaint (as opposed to a less formal grievance) made against them have a right:
 - to be treated fairly and impartially
 - to be fully informed of the type and nature of any allegation made against them
 - to have an opportunity to state their case, provide an explanation and/or put forward a defence
 - to be advised of the outcome of the investigation and of any findings of fact or recommendations made in relation to them
 - to exercise any right of appeal against the investigation or any penalty imposed as a result of the investigation.
 - 3.7. The complainant can withdraw the complaint at any time, but very serious complaints (such as criminal acts) may need to be continued even if the complainant wishes to withdraw the complaint.
 - 3.8. All notes and records must be treated as private (and confidential if agreed) and stored securely.
 - 3.9. The HR Manager shall arrange for secure storage when the formal complaint is lodged and finalised.

4. The Grievance Officer

- 4.1. The Managing Director shall conduct a ballot from time to time to elect a person to undertake the role of Grievance Officer.
- 4.2. The Grievance Officer should not give advice in a manner that in any way directs the person's actions in the workplace. The Grievance Officer should steer the person in the right direction and encourage the person to make their own decisions.

- 4.3. The Grievance officer can offer advice and guidance for minor conflict resolution and offers a less formal approach to preserve workplace harmony.
- 4.4. The Grievance Officer does not keep records and does not place, or arrange the placement, of any documentation on a staff member's file.
- 4.5. The role of the Grievance Officer is to:
 - Listen to and support staff in response to informal complaints regarding the RIRDC workplace
 - Clarify the grievance
 - Provide appropriate and accurate information to those seeking it (including information to complainants or respondents about the complaint resolution options they have if they wish to formalise the procedure)
 - Help employees clarify whether the decision or behaviour they are concerned about could constitute a breach of RIRDC policy
 - Assist RIRDC staff to find the most suitable option for dealing with the matter
 - Refer employees to the correct procedure or person if further assistance is needed
 - Respect confidentiality and do not keep records – records will only be kept when and if the matter proceeds to a more formal complaint lodged with the relevant people
- 4.6. If the grievance is of a complicated nature then the Grievance Officer may supply the complainant details of third party conflict resolution services which are supported by the Corporation. However, if the grievance escalates to becoming a 'complaint' then the Grievance Officer will advise the person to take the matter up in a more formal way as noted in Section 2.2.
- 4.7. If the grievance is considered to be life threatening or of a criminal nature then the Grievance Officer will inform the Managing Director.
- 4.8. In normal circumstances, it is not for the Grievance Officer to progress the matter, but instead to give advice and counsel to the person for the next step in the process.

5. Grievance Procedure

- 5.1. A staff member who believes they have been the subject of inappropriate treatment or behaviour, and is considering a grievance may consult the Grievance Officer to discuss the matter. The staff member may also consider consulting their manager and/or the HR Manager.
- 5.2. If the staff member wishes to proceed with the grievance and make a formal complaint, the staff member must provide a written statement to the HR Manager outlining the person or persons involved, the issue they wish to be considered and other information the staff member considers relevant.
- 5.3. The HR Manager will make a record of the complaint and refer it to the Managing Director.
- 5.4. The Managing Director shall appoint an investigation officer and a decision maker in respect of the complaint.

5.5. In the event that the complaint is related to the Managing Director the staff member may raise the matter with Board Chair of the Corporation.

APPENDIX B - RIRDC CLASSIFICATION TABLE*

Classification	Pay Point	On Transition	1/07/2010 Increase 3.00%	1/07/2011 Increase 3.5%	1/07/2012 Increase 3.5%
Grade 8	5	119,960	123,559	127,883	132,359
	4	116,220	119,707	123,896	128,233
	3	112,480	115,854	119,909	124,106
	2	108,740	112,002	115,922	119,980
	1	105,000	108,150	111,935	115,853
Grade 7	5	101,500	104,545	108,204	111,991
	4	98,375	101,326	104,873	108,543
	3	95,250	98,108	101,541	105,095
	2	92,125	94,889	98,210	101,647
	1	89,000	91,670	94,878	98,199
Grade 6	5	87,710	90,341	93,503	96,776
	4	84,908	87,455	90,516	93,684
	3	82,105	84,568	87,528	90,592
	2	79,303	81,682	84,540	87,499
	1	76,500	78,795	81,553	84,407
Grade 5	5	75,910	78,187	80,924	83,756
	4	73,433	75,635	78,283	81,023
	3	70,955	73,084	75,642	78,289
	2	68,478	70,532	73,000	75,555
	1	66,000	67,980	70,359	72,822
Grade 4	4	65,000	66,950	69,293	71,719
	3	62,833	64,718	66,983	69,328
	2	60,667	62,487	64,674	66,937
	1	58,500	60,255	62,364	64,547
Grade 3	4	57,500	59,225	61,298	63,443
	3	55,667	57,337	59,343	61,420
	2	53,833	55,448	57,389	59,398
	1	52,000	53,560	55,435	57,375
Grade 2	4	51,000	52,530	54,369	56,271
	3	49,500	50,985	52,769	54,616
	2	48,000	49,440	51,170	52,961
	1	46,500	47,895	49,571	51,306

* Pay increase indicated to apply on 1 July 2010 will apply on 1 July 2010 or on commencement of Agreement, which ever is the later date.

APPENDIX C – PRINCIPLES FOR WORKPLACE DELEGATES

1. The role of union workplace delegates is to be respected and facilitated.
2. Agencies and workplace delegates must deal with each other in good faith.
3. The rights of union workplace delegates and recognised representatives 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 who they represent, as per the Fair Work Act;
 - the right to reasonable paid time to provide information to and seek feedback from employees in the workplace;
 - reasonable paid time off to represent union members in the agency at relevant union forums;
 - reasonable access to agency facilities for the purpose of carrying out work as a delegate and consulting with workplace colleagues and the union, subject to
 - agency policies and protocols;
 - reasonable paid time during normal working hours to consult with colleagues in the workplace;
 - reasonable access to appropriate training in workplace relations matters including training provided by a union;
 - 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.
4. Agencies will seek to facilitate official union communication with employees by means that may include:
 - the use of email as a means of communicating with employees and other means of information sharing, including written materials, electronic billboards and access to websites; and
 - group or individual meetings between employees and their representatives.
5. 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.

APPENDIX D – Definitions

The following interpretations and/or definitions apply in this Agreement:

Agreement	the <i>RIRDC Enterprise Agreement 2010 to 2013</i>
allowances	entitlements payable that do not form part of the base salary amounts set out in Appendix B, such as First Aid Allowance, Motor Vehicle Allowance
base salary	the employee's annual salary excluding any additional loadings, premiums, allowances, subsidies or gratuities and superannuation.
consultation	employee participation contributing to the decision-making process, not only in appearance but in fact, and providing wherever possible, all relevant information to employees about impending changes or decisions or other issues that will impact on them so that they are able to meaningfully participate in debate. Management in making decisions, taking account of expressed views, and explaining decisions that have been made, including how the views were taken into account.
employee	an ongoing or non-ongoing RIRDC employee, whether full time or part-time employed under and within the meaning of the <i>Commonwealth Companies and Authorities Act 1997</i> .
full pay	amounts payable to the employee in their normal course of employment including base salary, superannuation, and allowances that are ongoing in nature for example first aid allowance
Satisfactory	means an employee's overall work performance in the relevant annual performance cycle meets or exceeds the standards and results agreed in the performance agreement. Objectives not met were due to circumstances beyond the individual's control.
employee representative	an individual or other entity, including a union, that represents the views of employee/s in a workplace and is elected or chosen by employee/s in a workplace to represent their views to management.
employer	the RIRDC
manager	the person responsible for managing the employee
Managing Director	the individual occupying the position of Executive Director defined by Division 9 of the <i>Primary Industries and Energy Research and Development Act 1989</i> , or his or her delegate
the RIRDC	the Rural Industries Research and Development Corporation
union	any legally recognised organisation of employees as defined by the <i>Workplace Relations Act 1996</i> which is able to represent the industrial relations interests of employees in the RIRDC
Unsatisfactory	means an employee's overall work performance in the relevant annual performance cycle has not contributed to the organisation as required. The employee's overall performance was unacceptable, failing to meet the expectations, standards and results agreed in the performance agreement

Signed:

For and on behalf of the Employer covered by the agreement by:



Anthony Charles Byrne

Acting Managing Director (Acting Executive Director)

Rural Industries Research and Development Corporation

Level 2, 15 National Circuit, Barton ACT 2600

Dated: 15 June 2010

By the Bargaining Representative of employees covered by the agreement who are members of Community and Public Sector Union




Arian McVeigh

Lead Educator, Community and Public Sector Union

First floor, 40 Brisbane Avenue, Barton ACT 2600

Dated: 16 June 2010

By the Bargaining Representative of employees covered by the agreement who has been appointed in writing



Salley Anne Kelly

Rural Industries Research and Development Corporation

Level 2, 15 National Circuit, Barton ACT 2600

Dated: 15 June 2010