



FAIR WORK
AUSTRALIA

DECISION

Fair Work Act 2009

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

Australian Research Council

(AG2011/2397)

ARC ENTERPRISE AGREEMENT 2011-2014

Commonwealth employment

COMMISSIONER DEEGAN

CANBERRA, 13 SEPTEMBER 2011

Application for approval of the ARC Enterprise Agreement 2011 - 2014.

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

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

[3] The CPSU, the Community and Public Sector Union, 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) of the Act, I note that the Agreement covers the organisation.

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 20 September 2011. The nominal expiry date of the Agreement is 30 June 2014.



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Australian Government

Australian Research Council

ARC Enterprise Agreement 2011-2014

Table of contents

PART 1 – GENERAL MATTERS	4
1. TITLE	4
2. INTERPRETATIONS/DEFINITIONS	4
3. PARTIES BOUND AND COVERED.....	5
4. SALARY INCREASES	5
5. COMMENCEMENT AND DURATION OF THIS AGREEMENT	5
6. CLOSED AGREEMENT.....	5
7. POLICIES AND GUIDELINES	6
8. FLEXIBILITY PROVISION.....	6
9. REPORTING ON FLEXIBILITY ARRANGEMENTS.....	7
10. DELEGATIONS	7
11. REVIEW OF ACTIONS	7
12. TERMINATION OF EMPLOYMENT	7
13. PROCEDURES FOR PREVENTING AND SETTLING DISPUTES.....	8
14. FREEDOM OF ASSOCIATION.....	8
15. WORKPLACE DELEGATES	8
16. FORMAL ACCEPTANCE OF THIS AGREEMENT.....	9
PART 2 - DEVELOPING AND ENHANCING A HIGH-PERFORMANCE CULTURE	10
17. APS VALUES AND APS CODE OF CONDUCT	10
18. PERFORMANCE MANAGEMENT SYSTEM OBJECTIVES	10
19. IMPROVING UNDERPERFORMANCE	10
20. PERFORMANCE MANAGEMENT SYSTEM TRAINING	10
21. LEARNING AND DEVELOPMENT	10
22. STUDIES ASSISTANCE	11
PART 3 EMPLOYMENT CONDITIONS/REMUNERATION	12
23. PAY ARRANGEMENTS	12
24. SALARY FOR PART-TIME EMPLOYEES	12
25. CASUAL EMPLOYMENT.....	12
26. DETERMINATION OF SALARY	12
27. DETERMINATION OF SALARY ON COMMENCEMENT OR PROMOTION	12
28. SUPPORTED RATES	12
29. PAY POINT PROGRESSION	13
30. CLASSIFICATION - BROADBANDING	13
31. TEMPORARY PERFORMANCE	14
32. TEMPORARY PERFORMANCE LOADING ON LEAVE	14
33. SUPERANNUATION	14
34. SALARY PACKAGING	15
35. ARRANGEMENTS FOR HOME GARAGING OF COMMONWEALTH VEHICLES.....	15
36. ALLOWANCES	15
37. TRAVEL.....	15
38. MOTOR VEHICLE ALLOWANCE	16
39. OTHER CORPORATE ALLOWANCES	16
40. PROFESSIONAL ASSOCIATION COSTS	17
41. RELOCATION ALLOWANCES	18
42. ONEROUS OFFICE ALLOWANCE.....	18
43. RETENTION ALLOWANCE.....	18
44. RESTRICTION ALLOWANCE.....	18
45. LOSS OR DAMAGE TO PERSONAL EFFECTS AND CLOTHING	19
PART 4 - FLEXIBLE WORK ARRANGEMENTS AND LEAVE CONDITIONS	20
46. GENERAL PROVISIONS OF FLEX-TIME AND ATTENDANCE	20
47. ATTENDANCE.....	20
48. NON-PERFORMANCE OF DUTIES	21
49. OVERTIME FOR APS 1-6 EMPLOYEES.....	21
50. FLEX-TIME FOR APS 1-6 EMPLOYEES	22
51. WORK-LIFE BALANCE (SEE ALSO 77)	23

52.	REQUESTS FOR FLEXIBLE WORKING ARRANGEMENTS (SEE ALSO RETURN FROM PARENTAL LEAVE CLAUSE 75)	24
53.	PART-TIME WORK	24
54.	PUBLIC HOLIDAYS	25
55.	CHRISTMAS CLOSEDOWN	25
56.	LEAVE.....	26
57.	ANNUAL LEAVE	27
58.	PERSONAL LEAVE	28
59.	DEFINITION OF IMMEDIATE FAMILY	30
60.	ADDITIONAL CARER'S LEAVE.....	30
61.	WAR SERVICE SICK LEAVE.....	30
62.	MISCELLANEOUS LEAVE.....	30
63.	COMPASSIONATE LEAVE.....	31
64.	BEREAVEMENT LEAVE.....	31
65.	COMMUNITY SERVICE LEAVE.....	31
66.	LEAVE FOR ADF RESERVE AND CONTINUOUS FULL-TIME SERVICE OR CADET FORCE OBLIGATIONS	32
67.	CEREMONIAL LEAVE.....	32
68.	PURCHASED LEAVE.....	32
69.	LEAVE FOR PARENTING PURPOSES.....	33
70.	MATERNITY LEAVE.....	33
71.	ADOPTION LEAVE	33
72.	FOSTER CARER'S LEAVE.....	34
73.	SUPPORTING PARTNER LEAVE	34
74.	PARENTAL LEAVE WITHOUT PAY	34
75.	RETURNING FROM PARENTING LEAVE	35
76.	LONG SERVICE LEAVE	35
PART 5 – WORK ENVIRONMENT.....		36
77	WORK AND LIFE BALANCE	36
78.	MATURE-AGED EMPLOYEES	36
79.	DISCRIMINATION AND HARASSMENT-FREE WORKPLACE	36
80.	WORKPLACE DIVERSITY	36
81.	WORKING FROM HOME.....	37
82.	SHORT-TERM WORK AND CARER RESPONSIBILITIES	37
83.	OCCUPATIONAL HEALTH AND SAFETY	37
84	EMPLOYEE HEALTH.....	37
85.	RESIGNATION.....	37
86.	OUTSIDE EMPLOYMENT.....	38
87.	COMMUNICATION AND CONSULTATION	38
88	CONSULTATION ON MAJOR CHANGES	38
89.	CONSULTATION ON EFFICIENCY MEASURES FOR THE ARC	39
90.	PMDC	39
SCHEDULE 1: ARC PAY RATES AND CLASSIFICATION SYSTEM.....		40
SCHEDULE 2: PERFORMANCE MANAGEMENT		42
91.	KEY ELEMENTS	42
92.	RESPONSIBILITIES	42
93.	COMPONENTS OF THE PMS	43
94.	COMPLETION OF PERFORMANCE AGREEMENTS AND CAREER DEVELOPMENT AGREEMENTS	43
95.	CAREER DEVELOPMENT AGREEMENT.....	43
96.	PERFORMANCE AGREEMENTS	44
97.	THE RATING SCALE	46
98.	PAY PROGRESSION	46
99.	IMPROVING UNDERPERFORMANCE	47
100.	<i>REQUIRES ATTENTION</i> PERFORMANCE RATING	47
101.	PERFORMANCE RATING REVIEW	48
SCHEDULE 3: REDEPLOYMENT, RETIREMENT AND RETRENCHMENT.....		49
102.	DEFINITION	49
103.	APPLICATION	49
104.	NOTIFICATION OF EXCESS EMPLOYEE SITUATION.....	49

105. REDEPLOYMENT WITHIN THE APS	50
106. OFFER OF VOLUNTARY RETRENCHMENT	50
107. ACTION DURING CONSIDERATION PERIOD	50
108. SHORTENING OF THE CONSIDERATION PERIOD	51
109. REDUNDANCY BENEFIT	51
110. SERVICE FOR REDUNDANCY PAY PURPOSES	51
111. SERVICE NOT TO COUNT FOR REDUNDANCY PAY PURPOSES	52
112. RATE OF PAYMENT - REDUNDANCY BENEFIT	52
113. PERIOD OF NOTICE	53
114. PAYMENT INSTEAD OF NOTICE	53
115. DECLARATION OF EXCESS EMPLOYEES	53
116. RETENTION PERIOD	53
117. LEAVE DURING RETENTION PERIOD	54
118. REDEPLOYMENT SERVICES	54
119. INCOME MAINTENANCE PAYMENTS	55
120. LEAVE AND EXPENSES TO SEEK EMPLOYMENT	55
121. RELOCATION EXPENSES	56
122. NOTICE PERIODS FOR REDUCTION IN CLASSIFICATION	56
123. RETENTION PERIOD – EARLY TERMINATION	56
124. NOTICE PERIOD FOR TERMINATION AT THE END OF RETENTION PERIOD	56
125. REVIEW PROCESS	56
SCHEDULE 4: DISPUTE RESOLUTION	57
126. RESOLUTION OF AGREEMENT DISPUTES	57
SCHEDULE 5: PRINCIPLES FOR WORKPLACE DELEGATES	58
127. PRINCIPLES FOR WORKPLACE DELEGATES	58

PART 1 – GENERAL MATTERS

1. Title

1.1 This Agreement shall be known as the *ARC Enterprise Agreement 2011-14*.

2. Interpretations/Definitions

2.1 For the purposes of this Agreement, the following definitions apply:

Agency: As defined in the *Public Service Act 1999* (the PS Act).

Agreement: The *ARC Enterprise Agreement 2010*.

APS: The Australian Public Service.

APS Award: The *Australian Public Service Award 1998*.

APS employee: has the same meaning as in the *Public Service Act 1999*. **ARC:** The Australian Research Council, established under the *Australian Research Council Act 2001* (the ARC Act).

ARC Enterprise Agreement: The *ARC Enterprise Agreement 2011-14*.

CEO or Chief Executive: The Chief Executive Officer of the Australian Research Council (ARC) or a person for the time being performing the duties of the Chief Executive Officer established by the ARC Act, including a delegate of the Chief Executive or a person authorised for the purpose by the Chief Executive to act on behalf of the Employer for the purposes of this Agreement.

Dependant: In relation to an employee, a dependant means the partner of the Employee or a child or parent of the Employee or of the spouse of the Employee, being a child or parent who ordinarily resides with the Employee, and who is wholly or substantially dependent upon the Employee, unless otherwise specified in the Agreement.

Employee: An “ongoing” or “non-ongoing” employee, whether full-time or part-time, employed by the ARC under and within the meaning of section 22 of the Public Service Act, unless otherwise specified in the Agreement.

Employee employed for a specified period: A person employed by the ARC under paragraph 22(2)(b) of the *Public Service Act 1999*.

Employee representative: A person nominated by an employee or group of employees to act on their behalf, who may or may not be an employee or a union representative from the union bound by this Agreement.

Employer: The ARC.

Enterprise Agreement: An agreement lodged under Division 4 of the Fair Work Act applying to a group of employees.

FW Act: refers to the *Fair Work Act 2009*.

Partner: A spouse or person who stands in a genuine domestic relationship with the Employee.

Performance Agreement: An agreement, existing from time to time and made between the Employer and the Employee in accordance with the *ARC Performance Management Policy*.

PMDC: The ARC People Management and Development Committee.

Probation: The initial period after engagement to an ongoing position as stated in the letter of engagement and described in the *ARC Policy and Guidelines for Managing Probation*. Only new ongoing APS employees are employed under probation.

PS Act: *The Public Service Act 1999*

NES: *The National Employment Standards, Fair Work Act 2009*

SRC: The ARC Salary Review Committee.

The/this Agreement: *The ARC Enterprise Agreement 2011-2014.*

3. Parties bound and covered

3.1 This Agreement is made in accordance with Chapter 2, Part 2-4, Division 4 of the *Fair Work Act 2009* (FW Act), between the following parties:

- the CEO of the Australian Research Council;
- ARC employees employed under the *Public Service Act*, other than those referred to in clause 3.2; and
- the Community and Public Sector Union (CPSU) if Fair Work Australia notes in its decision to approve the Agreement that the Agreement covers this union.

3.2 This Agreement does not apply to a Senior Executive Service (SES) employee as defined in section 34 of the *Public Service Act 1999* (PS Act) and employees in the ARC whose salary is paid by another APS agency or organisation.

4. Salary increases

4.1 In recognition of productivity improvements arising under this Agreement, salaries payable to ARC employees are increased as follows:

- 3 per cent base salary increase from the first full pay period following the commencement of the Agreement.
- 3 per cent pay increase from 1 July 2012.
- 3 per cent increase from 1 July 2013.

5. Commencement and duration of this Agreement

5.1 This Agreement commences 7 days following approval by Fair Work Australia. This Agreement will have a nominal expiry date of 30 June 2014.

6. Closed Agreement

6.1 To maintain the integrity of the agreement reached between the parties, the parties agree to meet and consult if an event occurs that makes a clause of this Agreement unenforceable, or undermines the operation of a clause of this Agreement, or otherwise changes the intention of the parties to this Agreement.

6.2 From the commencement of this Agreement, a person or organisation covered by the Agreement will not pursue further claims for terms and conditions of employment that would have effect during the period of operation of this Agreement, except where consistent with the terms of this Agreement.

7. Policies and guidelines

- 7.1 The ARC's policies and procedures provide more detailed guidance to supervisors and employees on the administration of the provisions of this Agreement. These policies and procedures may be altered by the CEO through consultation with the People Management and Development Committee (PMDC) and will apply in the form they are in as at the time of any relevant action or decision. Particular policies are identified in the relevant clause, but they are not incorporated into and do not form part of this Agreement. Nothing prevents a party to this Agreement from initiating the Dispute Resolution provisions of this Agreement where a party fails to comply with the requirements of clause 7.2.
- 7.2 The ARC will consult with the PMDC about issues surrounding the implementation of this Agreement. The ARC will consult with the PMDC about other organisational issues and workplace policies as agreed between the parties to this Agreement.

8. Flexibility Provision

- 8.1 An employer and employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
- (a) the arrangement deals with one or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) remuneration; and/or
 - (vi) leave; and
 - (b) the arrangement meets the genuine needs of the ARC and the Employee in relation to one or more of the matters mentioned in paragraph (a); and
 - (c) the arrangement is genuinely agreed to by the ARC and the Employee.
- 8.2 The Employer must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the FW Act; and
 - (b) are not unlawful terms under section 194 of the FW Act; and
 - (c) result in the employee being better off overall than the Employee would be if no arrangement was made.
- 8.3 The Employer must ensure that the individual flexibility arrangement:
- (a) is in writing; and
 - (b) includes the name of the ARC and the Employee; and
 - (c) is signed by the CEO (or Delegate) and the Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
 - (d) includes details of:
 - (i) the terms of this Agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (e) states the day on which the arrangement commences and, where applicable, when the arrangement ceases.

8.4 The ARC must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

8.5 The ARC or Employee may terminate the individual flexibility arrangement:

(a) by giving no more than 28 days written notice to the other party to the arrangement; or

(b) if the ARC and Employee agree in writing - at any time.

9. Reporting on Flexibility Arrangements

9.1 The ARC will provide the PMDC with a report annually of the total numbers of employees who have made individual flexibility arrangements or other supplementation made under this Agreement and a broad outline of the matters included in the arrangement and the reasons for the individual arrangements. Management may withhold the information if it considers that it will identify individuals.

10. Delegations

10.1 The CEO may, in writing, delegate or authorise a person within the ARC to exercise any of her or his powers or functions under this Agreement. Where the Agreement implies that approval is necessary, or specifies that payment will be made or leave will be granted but a head of power is not specified, the Agreement should be read as meaning that the CEO or delegate will provide approval prior to the action occurring.

11. Review of actions

11.1 Where an employee has a grievance about an action relating to her or his employment, it is preferable that the Employee discuss any grievance with the Employee's Supervisor/ Manager in the first instance (an employee may exercise her or his rights of review under the PS Act and Regulations at any time). Where a grievance is not resolved after that discussion, the grievance will be referred to more senior levels of management. Consistent with the FW Act the Employee may choose to use an employee representative at any stage in the process.

11.2 The Employee has the right to go to Fair Work Australia for access to arbitration as the final avenue for resolution following exhaustion of all other options.

12. Termination of employment

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

- Part 3-2 of the FW Act;
- other Commonwealth laws (including the Constitution); and
- common law.

12.2 Termination of, or a decision to terminate, employment cannot be reviewed under the procedures at Schedule 4 or the Review of Actions at clause 11 of this Agreement or section 33 of the PS Act.

12.3 Nothing in this Agreement prevents the CEO from terminating the employment of an employee for serious misconduct, without further notice or payment in lieu, in accordance with section 123(1)(b) of the FW Act, subject to compliance with the procedures established by the CEO for determining whether an employee has breached the Code of Conduct under s15 of the PS Act.

13. Procedures for preventing and settling disputes

- 13.1 Disputes will be managed in accordance with the procedures outlined at Schedule 4.
- 13.2 The parties recognise that disputes concerning workplace matters may arise and it is the responsibility of the parties to the Agreement to take reasonable and genuine steps to prevent or settle disputes by early and timely discussion and consultation.

14. Freedom of Association

- 14.1 The parties recognise that employees are free to choose to join or not join a union. Irrespective of that choice, employees will not be disadvantaged or discriminated against in respect of their employment under this agreement.
- 14.2 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 this Agreement and the relevant industrial legislation.

15. Workplace Delegates

- 15.1 The role of Union Workplace Delegates is to be respected and facilitated in accordance with the Principles for Workplace Delegates set out at Schedule 5.

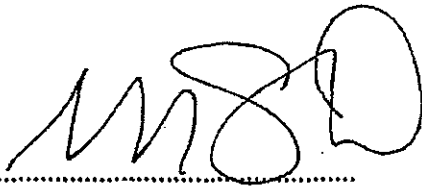
16. Formal acceptance of this Agreement

16.1 Making of the Agreement

16.1.1 This Agreement is made and approved under Chapter 2, Part 2-4, Division 4 of the FW Act.

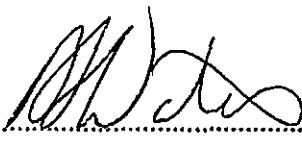
16.2 Signatories

16.2.1 Signed by the Chief Executive Officer of the Australian Research Council.

Signed:  Date: 8 Sep 2011

Full name: PROFESSOR MARGARET SHEIL
Chief Executive Officer
Address: Australian Research Council
11 Lancaster Place
Majura Park 2609

Signed for and on behalf of the Community and Public Sector Union

Signed:  Date: 8/9/11

Full name: ALISTAIR WATERS, CPSU DEPUTY NATIONAL PRESIDENT
Address: Level 1, 40 Brisbane Ave., Barton ACT 2600

PART 2 - DEVELOPING AND ENHANCING A HIGH-PERFORMANCE CULTURE

17. APS Values and APS Code of Conduct

- 17.1 In making this Agreement, the parties to the Agreement acknowledge a commitment to delivering high-quality professional public service, upholding the APS Values and complying with the APS Code of Conduct.

18. Performance Management System objectives

- 18.1 Performance management is about improving employee, managerial and organisational performance. While the ARC Performance Management System recognises individual performance, contribution to team performance and building effective relationships within the ARC are recognised as essential goals for all employees. The Performance Management System is predicated on fairness, equity and well-developed people management skills. Individual employees are responsible for achieving, at least, the *Meets Expectations* standard of performance. Employees should be supported in their performance by professional and courteous leadership, advice and development from their Supervisor/ Manager.
- 18.2 Details of the Performance Management System are included at Schedule 2 to this Agreement.

19. Improving underperformance

- 19.1 If an underperformance issue arises, it will be dealt with in accordance with Sections 99-100 of Schedule 2 to this Agreement.

20. Performance Management System training

- 20.1 An employee's *Performance Agreement* and *Career Development Agreement* are expected to take into account the ARC Work Level Standards relevant to the Employee's classification. Further guidance is provided in the ARC's *Performance Management Policy*, available on the ARC intranet. A mandatory training program will be developed and provided to supervisors that will include managing employees through the ARC's PMS. All Supervisors/ Managers will complete the training in the first half of 2012. Subsequently, training sessions will be held at least yearly for new supervisors, and all Supervisors/ Managers will undergo refresher training at least every two years.

21. Learning and development

- 21.1 The ARC will identify learning and development needs of employees annually through the Performance Management System and a training needs analysis. There will be a coordinated approach to developing learning and development programs drawing on the work level standards, training needs analysis, public sector competencies and other relevant material.
- 21.2 All new employees will have access to a series of induction programs including Introduction to the ARC, Introduction to the APS and Introduction to Administrative Law.
- 21.3 The ARC is committed to the principle of lifelong learning and recognises the importance of supporting the development of its employees to achieve their personal goals as well as the ARC's objectives. Employees are encouraged to take responsibility for their ongoing development in consultation with their Supervisor/ Manager, who will provide guidance and reasonable support.

21.4 The ARC will support employees to utilise a range of work, education and other relevant experiences including mentoring and secondments, in order to enhance their employability, maximise their performance and enhance their job satisfaction. The arrangements applying in such circumstances, including any financial assistance, will be determined by the Employee's Supervisor and Manager on a case-by-case basis.

22. Studies assistance

22.1 In accordance with the objectives of the Performance Management System detailed at section 18 and Schedule 2, the ARC encourages its employees to undertake formal study in fields relevant to the achievement of its corporate goals.

22.2 Assistance may be provided to an employee to undertake formal courses of study at tertiary and higher education institutions. For more information on the administration of the studies assistance, employees should consult the ARC's *Studies Assistance Guidelines*.

PART 3 EMPLOYMENT CONDITIONS/REMUNERATION

23. Pay arrangements

23.1 The Rates of Pay are contained in Schedule 1 to this Agreement.

24. Salary for part-time employees

24.1 Salary for part-time employees will be calculated on a pro rata basis according to hours worked, excepting allowances of a reimbursement nature, where reimbursement will not be pro rata.

25. Casual employment

25.1 Casual employees may be covered by this Agreement for duties that are irregular or intermittent.

25.2 Casual employees will receive a salary loading of 20% in lieu of public holidays not worked, and all paid leave entitlements other than Long Service Leave (LSL). Such employees will accrue LSL in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*. The loading is calculated in accordance with the employee's base annual salary rate.

26. Determination of salary

26.1 The CEO may determine an appropriate salary to be paid to an employee within an ARC broadband having regard to experience, qualifications and skills of the Employee and her or his likely corporate contribution to the job at that level.

27. Determination of salary on commencement or promotion

27.1 The CEO may determine an appropriate salary to be paid to an employee within an ARC broadband having regard to experience, qualifications and skills of the Employee and her or his likely corporate contribution to the job at that level. Salary on commencement or promotion will usually be at the first pay point for the relevant APS classification.

27.2 Where the Employee has temporarily performed duties at the APS classification of the promotion immediately before the promotion and attained a higher pay point in the range, salary payable on promotion may be at the pay point attained.

27.3 At the discretion of the CEO, a person moving to the ARC at the same APS classification whose salary in her or his previous agency (current salary) exceeds the salary attached to the relevant APS classification in this Agreement may be maintained on her or his current salary until such time as her or his salary is absorbed by ARC pay increases.

27.4 If salary is set at an incorrect pay point when an employee commences with the ARC, the CEO may authorise payment of salary at the correct pay point with the discretion to make back-adjustments as required.

28. Supported rates

28.1 The Supported Salary Rates set out below shall apply to an employee with a disability who meets the impairment criteria test for a Commonwealth Disability Support Pension and is eligible for consideration under the Commonwealth's Supported Wage System.

- 28.2 Employees who are eligible for a supported salary in accordance with the Commonwealth's *Supported Wage System* guidelines may be paid the applicable percentage of the relevant salary rate prescribed below for the value of the work they are performing as follows, provided the amount payable is not less than the minimum amount determined by Fair Work Australia or its successor.

Assessed Capacity % of prescribed salary

10% *	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

**Where a person's assessed capacity is 10%, they shall receive a high degree of assistance and support.*

29. Pay point progression

- 29.1 Where an employee is eligible for progression and is not yet on the top pay point of her or his APS classification, the Employee's salary level will be reviewed twice yearly by a Salary Review Committee (SRC) in accordance with clause 98 of Schedule 2 of this Agreement.
- 29.2 Where an employee is rated *Requires Attention* in her or his performance assessment, the rating will not be considered by the SRC but will be dealt with in accordance with the procedures for managing underperformance as contained in clauses 99-100 of Schedule 2 of this Agreement.
- 29.3. Where an employee is on a period of leave that does not count as service, the pay progression may be deferred by the period of the leave. Paid leave and Leave Without Pay to count as service will not normally defer the pay progression.

30. Classification - Broadbanding

- 30.1 The ARC operates under a broadbanded system based on the APS-wide classification structure.
- 30.2 The ARC broadbands, attainment points and pay points are set out in Schedule 1 of this Agreement.
- 30.3 The classification of functions for a position will be determined by the CEO having regard to the ARC Work Level Standards.
- 30.4 Within ARC broadbands, pay progression or performance-based advancement beyond attainment points is not automatic.
- 30.5 In order for an employee to be paid a salary beyond an attainment point in an ARC broadband, the CEO must be satisfied that the Employee is performing work at a higher level having regard to the ARC Work Level Standards.

31. Temporary performance

- 31.1 An employee may be directed by the CEO to perform the work of a higher APS classification or above an attainment point in a broadband. Subject to clause 31.2, Temporary Performance Loading (TPL) will not be paid for periods of less than five work days. If the Employee is directed to perform a job at a higher level for a period of five work days or more, the Employee will be remunerated at the salary of the higher APS classification or above an attainment point within the broadband for the period.
- 31.2 In exceptional circumstances, where there is a frequent and recurring or onerous requirement for short-term periods of performing work of a higher APS classification or higher attainment point in a broadband, the CEO may approve payment of TPL for a period shorter than five work days during which the functions of the higher-level position are being performed.
- 31.3 The CEO will recognise continuous or aggregated periods of 12 months that an employee has spent working at a higher APS classification or a higher attainment point in a broadband within the period during which the Employee has been continuously employed by the ARC or the preceding two years. In such a situation, where performance is rated at least '*Meets Expectations*', the CEO may approve the payment of TPL at the next pay point at the higher APS classification or at the higher attainment point in a broadband.

32. Temporary performance loading on leave

- 32.1 Where an employee is absent on paid leave or observes a public holiday and has been directed to perform duties at a higher classification, payment of TPL will continue during the absence as if the Employee was still at work, to the extent of the continued operation of the direction. If the period of leave is on less than full-pay, the payment of TPL will be adjusted accordingly.

33. Superannuation

- 33.1 The ARC will make compulsory employer contributions as required by the applicable legislation and fund requirements.
- 33.2. The CEO may choose to limit superannuation choice to complying superannuation funds that allow employee and/or employer contributions to be paid through fortnightly electronic funds transfer using a file generated by the ARC's payroll system. There is no limit on the number of times an eligible employee may choose a superannuation fund.
- 33.3 Where employer contributions are to an accumulation superannuation fund the employer contribution will be 15.4% of the fortnightly superannuation contribution salary. This will not be reduced by any other contributions made through salary sacrifice arrangements. This clause does not apply where a superannuation fund cannot accept employer superannuation contributions (e.g. unable to accept contributions for people aged over 75). Employer contributions to approved defined benefits schemes will be as determined by the fund.
- 33.4 For those Employees who elect not to exercise their choice of superannuation fund the default superannuation fund will be the PSSap.
- 33.5 For employees who take paid or unpaid Maternity, Adoption and Foster Carer's Leave employer contributions (based on the employer contribution amount in the full pay period immediately prior to commencing Maternity, Adoption and Foster Carer's Leave) will be made for a period equal to a maximum of 52 weeks, in accordance

with the rules of the appropriate superannuation scheme. For employees in PSSap the rules permit employer contributions to be made.

- 33.6 Employees over the age of 70 will receive a superannuation allowance, where the ARC is not permitted by any Commonwealth law to pay all of the employer contribution to the employee's superannuation fund. The superannuation allowance payable to the Employee will be equivalent to the gross amount the ARC would have paid if the Employee was entitled to receive employer superannuation contributions, less any contribution amount accepted to the Employee's superannuation fund. This will be taxable and will be paid fortnightly, and does not count as salary for any purposes.

34. Salary packaging

- 34.1 Salary packaging arrangements will be available to all ARC employees. Details of salary packaging options are included in the ARC's *Salary Packaging Policy*.
- 34.2 Where an employee takes up the option of remuneration packaging on a 'salary sacrifice' basis, the Employee's salary for purposes of superannuation, severance and termination payments (and any other purposes) will be determined as if the salary sacrifice arrangement had not been entered into.

35. Arrangements for home garaging of Commonwealth vehicles

- 35.1 Where a Commonwealth motor vehicle is available to an employee under home garaging arrangements, the Employee will be required to pay \$1,500 per annum. Payment will be effected by fortnightly deduction through the pay system.

36. Allowances

- 36.1 The CEO may increase the rates of travel, meal and motor vehicle allowances.
- 36.2 Schedule 1 of the Agreement has a summary of the allowance rates, and subsequent increases, as listed below.

37. Travel

37.1 Class of travel

- 37.1.1 Employees are entitled to travel economy class when required to travel by air on official business within Australia. Employees are entitled to first-class travel by bus and train where available.
- 37.1.2 Employees may upgrade to Business Class (for domestic or international travel) where the duration of the flight exceeds four hours and the CEO approves the upgrade.

37.2 Conditions

- 37.2.1 An employee who undertakes travel on official business and is required to be away from home overnight will be entitled to spend an amount, specified in the ARC *Travel Policy*, for accommodation, meals and incidental expenses. For more information, employees should consult the ARC *Travel Policy*. This is in addition to any motor vehicle allowance that may be payable under clause 38.
- 37.2.2 Where the CEO is satisfied that a rate is insufficient in specific circumstances, an alternative rate may be provided.
- 37.2.3 Where an employee is provided with accommodation and/or adequate meals either directly or indirectly by the ARC while travelling on official business, no payment will be made to the extent of the benefit already provided to the Employee.

37.2.4 Further assistance may be authorised by the CEO in exceptional circumstances.

37.2.5 Where an employee is expected to travel more than ten times in a calendar year the employee will be entitled to QANTAS Club membership.

37.3 Flex-time and time off in lieu for time spent travelling

37.3.1 If an employee is travelling on official duty, the time spent travelling can be recorded as work-time (single time rates). If the hours are within the bandwidth of 7:00am to 7:00pm any additional hours in excess of 7 hours 30 minutes may be recorded as flex-time for APS1-6 employees. If the hours are outside of the bandwidth of 7:00am to 7:00pm, APS 1-6 employees are entitled to time off in lieu. Executive Level employees can access time off in lieu provisions consistent with clause 50.6 and the relevant ARC policy detailing guidelines for time off in lieu for Executive Level employees. The actual travel time should be agreed on a case-by-case basis between the Employee and her or his Supervisor/ Manager.

37.4 Assistance with caring responsibilities for travelers

37.4.1 The ARC will provide reimbursement, on production of receipts, of the full cost of any additional commercial care (over normal arrangements) when an employee is required to travel for official purposes.

37.5 Overseas travel

37.5.1 Employees required to travel on official business outside Australia are entitled to Business Class travel or its equivalent.

37.6 Part-day travel allowance

37.6.1 The Part-Day Travel Allowance rate is currently set at \$42 per day. Travel and work at the location to which the Employee has travelled must be at least 10 hours in duration and not include an overnight stay.

38. Motor vehicle allowance

38.1 The CEO may authorise an employee to use a private car owned or hired by the Employee for official purposes where it will result in greater efficiency or less expense. The Employee is currently entitled to a flat rate Motor Vehicle Allowance of 72 cents per kilometre when using her or his own vehicle.

38.2 The maximum amount of Motor Vehicle Allowance payable will not exceed the costs that would have been incurred by the ARC had the Employee travelled for official purposes using public or private transport.

38.3 An employee will not be authorised to use her or his private vehicle for official purposes if the vehicle is not comprehensively insured.

39. Other corporate allowances

39.1 First Aid Officers, Fire Wardens, Occupational Health and Safety Representatives and Harassment Contact Officers receive an allowance. These allowances will continue to be paid during periods of paid leave falling within the period that the Employee continues to have the recognised responsibilities.

39.2 Where an employee covers two or more roles (First Aid Officer and/or Fire Warden and/or Occupational Health and Safety Representative), only one allowance will be paid per fortnight. The allowance paid will be at the higher rate where this applies.

39.3 Only First Aid Allowance is included as salary for superannuation purposes.

39.4 *First aid allowance*

39.4.1 An employee who possesses a current recognised first aid certificate and a continuing ability to undertake first aid responsibilities and who has been appointed as a First Aid Officer will be paid a flat rate allowance of \$21.65 per fortnight for the duration of the appointment.

39.5 *Fire Warden allowance*

39.5.1 An employee who is designated by the CEO to undertake the role of fire warden will be paid a fortnightly allowance of \$16.50 for fire wardens and \$21.70 for floor wardens. The Employee must possess the relevant training certificate and undertake any additional training required to perform the duties of fire or floor warden.

39.6 *Occupational Health and Safety Representative allowance*

39.6.1 An employee who has recognised responsibilities as an Occupational Health and Safety Representative will be paid a fortnightly allowance of \$16.50 (for Deputy Health and Safety Representatives) and \$21.70 (for Health and Safety Representatives). This allowance will be paid only to employees who have successfully completed a recognised training program approved by the ARC.

39.7 *Harassment Contact Officer allowance*

39.7.1 An employee who has recognised responsibilities as a Harassment Contact Officer (HCO) will be paid a fortnightly allowance of \$21.70. This allowance will be paid only to employees who have successfully completed a recognised training program approved by the ARC.

39.8 *Promoting a healthy lifestyle*

39.8.1 The ARC actively promotes employee activities that lead to a healthy lifestyle. A subsidy of \$250 for ongoing employees and non-ongoing employees with at least 12 months continuous service is available per calendar year, on production of receipts, for health-related lifestyle expenses. The subsidy will be administered in accordance with the ARC's *Health-Related Lifestyle Expenses Policy and Procedures*.

39.9 *Overtime meal allowance*

39.9.1 Where an employee is directed to work outside standard hours between Monday and Friday, or on a Saturday, Sunday or public holiday, and the Employee works at least three hours outside standard hours, he or she will receive a flat rate meal allowance of \$23.70 for each meal period.

39.9.2 Where an employee works overtime for a further five hours in addition to those hours worked in accordance with clause 39.9.1, he or she will receive an additional meal allowance.

39.9.3 Executive level officers, who are not normally entitled to paid overtime, may receive a meal allowance where work is performed consistent with clauses 39.9.1 and 39.9.2.

40. *Professional Association Costs*

40.1 The ARC will pay professional association membership costs and/or accreditation or registration fees and any associated professional development and training costs or other fees for employees currently in a position undertaking duties or responsibilities that require professional skills, and the maintenance of membership of the relevant professional association, accreditation or registration.

41. Relocation allowances

41.1 Employees who relocate from a different city or location on engagement, promotion or movement to the ARC may be offered an amount in reimbursement for reasonable transport, removal and temporary accommodation costs, as determined by the CEO. Receipts or other appropriate documentation must support claims for reimbursement.

42. Onerous Office allowance

42.1 Where the CEO determines that an employee is undertaking additional duties of an onerous nature the CEO may approve the payment of an Onerous Office allowance. The CEO may review the Employee's duties and the need for an allowance on a regular basis. It is expected that the Onerous Office Allowance would usually relate to short-term additional duties. Where it is expected that the duties may be more ongoing a written individual flexibility arrangement should be entered into, consistent with clause 8 of this Agreement. The CEO will determine the relevant rate of the allowance.

43. Retention Allowance

43.1 The CEO may approve the payment of a Retention Allowance. The allowance is taxable and is treated as salary for all purposes and will be paid fortnightly. The CEO at her or his discretion may increase or decrease the retention allowance from time to time during the life of this Agreement based on performance and duties undertaken. A Retention Allowance should be included in a written individual flexibility arrangement and consistent with clause 8 of this Agreement.

44. Restriction Allowance

44.1 Where the CEO requires an employee to remain contactable and available to perform extra duty outside the employee's standard hours of duty the employee will be paid a restriction allowance while they are restricted outside the standard hours of duty.

44.2 An Executive Level employee will only be eligible to receive Restriction Allowance payments under this Agreement in exceptional circumstances and with the approval of the CEO.

44.2 Restriction Allowance:

- is payable whether or not the restricted employee is required to perform duty outside their standard hours of duty;
- salary includes any allowances paid as salary;
- will be paid at the rate of 7.5% of standard hourly rate for weekdays and 10% of the hourly rate for Saturdays and Sundays and 15% of the hourly rate for public holidays;
- is not paid during any periods of overtime or emergency duty; and
- will not be paid if the employee is not contactable.

44.3 An alternative rate of Restriction Allowance may be determined by the CEO having regard to the circumstances of the restriction situation.

44.4 Where a restricted employee is required to perform duty, they will be paid overtime subject to:

- a one hour minimum payment when work is performed without the necessity to travel to the workplace;

- a three hour minimum payment including travel time if work is required to be performed at the workplace.

45. Loss or damage to personal effects and clothing

- 45.1 The CEO may authorise reimbursement of an amount considered reasonable to cover the loss or damage to an employee's clothing or personal effects which resulted from the performance of their duties. The reimbursement will be administered in accordance with the ARC's *Loss or Damage to Personal Effects and Clothing Policy*.

PART 4 - FLEXIBLE WORK ARRANGEMENTS AND LEAVE CONDITIONS

46. General provisions of flex-time and attendance

46.1 Definitions

Specified hours: The specified hours for a full-time employee are 150 hours in a settlement period. The specified hours for a part-time employee are stated in the Employee's Part-time Work Agreement.

Standard hours: The standard day is 8:30am to 12:30pm and 1:30pm to 5:00pm Monday to Friday, excluding public holidays.

Core hours: The hours during which an employee must work unless he or she has approved leave. The core hours for a full-time employee are 10:00am to 12:00 noon and 2:00pm to 4:00pm, Monday to Friday. The core hours for a part-time employee are stated in the Employee's Part-time Work Agreement.

Bandwidth: 7:00am to 7:00pm Monday to Friday.

Flex-time: Employees below the Executive Level are required to participate in the formal flex-time arrangements (section 50).

Hours per day: Employees shall not work more than 10 hours in any one day unless also working overtime. Executive Level employees are not entitled to claim overtime but, with the agreement of the Supervisor/ Manager, can claim time off in lieu.

Meal break: A meal break of not less than 30 minutes and not greater than two hours is to be taken after five consecutive hours of work. The timing of the meal break will be determined between the Employee and her or his Supervisor/ Manager.

Relationship to leave: Leave shall be accrued and deducted based either on the standard hours of 7 hours 30 minutes per day or on the specified hours of the relevant day(s) as set out in any applicable Part-Time Work Agreement.

Settlement period: The settlement period is a four-week period commencing on alternate payday Thursdays.

Time off in Lieu (TOIL): A formal option in lieu of overtime payments under clause 49.3 or a flexible working arrangement for Executive Level employees (clause 50.6.3-5).

Recording attendance: All employees are required to maintain records of attendance.

47. Attendance

47.1 Employees are able to vary working hours within the bandwidth subject to operational requirements, availability of work and the agreement of the Supervisor/ Manager.

47.2 If an employee is absent within core hours, the absence is subject to the prior agreement of the Employee's Supervisor/ Manager.

47.3 Employees are entitled to refuse to work unreasonable additional hours. Any additional hours will be appropriately compensated through existing flex-time arrangements (for APS1-6 employees), time off in lieu (TOIL) or overtime provisions.

48. Non-performance of duties

48.1 Where an ongoing employee has been on unauthorised absence for 14 days or has been on unauthorised absences for frequent short periods aggregating to 14 days, her or his employment may be terminated by the CEO.

49. Overtime for APS 1-6 Employees

49.1 General provisions

49.1.1 An APS 1-6 employee may be required to work reasonable overtime subject to the conditions below. Overtime is payable for work performed outside the bandwidth or within the bandwidth but outside standard hours.

49.1.2 Overtime is to be worked by prior direction or, if the circumstances do not permit prior direction, by subsequent approval in writing.

49.1.3 Overtime will be paid as follows:

- **Monday to Saturday (except public holidays):** One-and-a-half times the hourly rate for the first three hours each day and double the hourly rate thereafter.
- **Sunday (except public holidays):** Double the hourly rate.
- **Public holiday:** Two-and-a-half times the hourly rate. If an employee performs normal duty on a public holiday, duty during regular hours (8:30am to 5:00pm or the agreed part-time hours of attendance) will be payable at time-and-a-half, in addition to payment for the holiday.

49.1.4 Except with the approval of the CEO, an Executive Level employee will not be eligible to receive overtime payments under this Agreement. Where approved, an Executive level employee would be subject to the standard overtime provisions.

49.2 Minimum payment

49.2.1 Where overtime duty is not continuous with ordinary duty, the minimum payment for each separate attendance will be four hours at the prescribed overtime rate.

49.3 Time off in lieu (TOIL) for Overtime for APS 1-6 Employees

49.3.1 Where the Supervisor/ Manager and the Employee agree, TOIL of an overtime payment may be taken on an 'hour for hour' basis with an entitlement to residual payment, or on a penalty time basis. For example, three hours' time off plus three hours' pay at half-time in lieu of three hours' overtime at time-and-a-half or, alternatively, four-and-a-half hours' time off in lieu of pay.

49.3.2 Where TOIL of payment has been agreed but the Employee has not been granted time off within four weeks or another agreed period, due to operational requirements, payment of the original entitlement will be made.

49.3.3 Where possible TOIL should be agreed in advance of the relevant work being undertaken and the arrangement should be recorded, for example by exchange of emails detailing the work to be done and the time to be taken off.

50. Flex-time for APS 1-6 Employees

50.1 Flex-credit

- 50.1.1 Flex-time worked in excess of specified hours may be accumulated to be carried over to the next settlement period. Employees should not carry forward a flex-time credit of more than one standard week from one settlement period to another and Supervisors/ Managers should encourage employees to use any credit in excess of 25 hours during the following settlement period.
- 50.1.2 At the end of the following settlement period, any flex-credit in excess of 25 hours may be paid out at ordinary time rates with the approval of the CEO.
- 50.1.3 Any credits outstanding at cessation of employment with the ARC should be paid out at ordinary time.

50.2 Flex-debit

- 50.2.1 Where the total hours worked in a settlement period are less than the specified hours, the resulting flex-debit may be carried over to the next settlement period. A maximum debit of 12 hours will apply. An employee carrying over an amount in excess of 12 hours to the next settlement period must apply for Leave Without Pay (LWOP) or Annual Leave.
- 50.2.2 Flex-debits will be recovered from the Employee at cessation. A deduction from the final monies will be made with the consent of the Employee.

50.3 Flex-leave

- 50.3.1 An employee may use up to four days' flex-leave in a settlement period, subject to operational requirements and reasonable notice. Reasonable notice may vary depending on the circumstances but as a guide to employees and Supervisors/ Managers, the minimum period of notice should normally be 10 working days.
- 50.3.2 When an employee provides reasonable notice (as defined in clause 50.3.1) and flex leave or other time-off arrangements are unable to be accessed due to operational reasons then the Supervisor/ Manager shall provide the Employee with reasons for a decision not to approve the time off and advise the Employee when the leave can be taken in the next settlement period. If the leave cannot be taken in that period it should not be carried over indefinitely and the accrued time, in excess of 25 hours, should be paid out at ordinary time rates, with the approval of the CEO.

50.4 Sanctions for non-compliance with flex-time provisions

- 50.4.1 Where an employee has not complied with her or his obligations under the flex-time provisions (clauses 46 to 51), the CEO may require the Employee to work standard hours for a specified period.
- 50.4.2 Where an employee has been warned that her or his attendance is unsatisfactory and placed on standard hours and where he or she continues to have unsatisfactory attendance, the CEO may elect to treat the Employee's actions as an alleged breach of the APS Code of Conduct under the ARC *Procedures for Determining Breaches of the Code of Conduct*.

50.5 Rest break

- 50.5.1 Without specific approval, employees should not commence work on any day without having at least eight hours plus reasonable travelling time minimum break from the previous day's work, including any overtime worked.
- 50.5.2 Where the CEO requires an employee to resume or continue work without having had a minimum rest break, the Employee—if eligible to receive overtime payments—will be paid at double time for the hours worked until he or she has had an eight-hour break.
- 50.5.3 Where all or some of the Employee's minimum break occurs during standard hours, he or she will not lose pay for the absence during standard hours.

50.6 Executive Level employees

- 50.6.1 Flex-time is not available to Executive Level (EL) employees. EL employees (and equivalents) will be required, as senior professionals responsible for delivering key work outputs, to work reasonable additional hours from time to time.
- 50.6.2 EL employees may work flexible hours to assist the Employee balance their work and personal commitments. Working flexible hours could include variations in attendance times and short-term absences, including TOIL without the need for a leave application.
- 50.6.3 EL employees may, with the agreement of the Employee's Supervisor/ Manager, have access to time off in lieu (TOIL). EL employees can access TOIL where, owing to operational requirements, an EL employee has worked significant additional hours in excess of their ordinary hours of duty. TOIL is ideally suited to address short-term or peak workloads where hours are excessive for short periods.
- 50.6.4 In relation to EL employees, the use of TOIL allows for short-term absences, including full day absences, with the agreement of the Employee's Supervisor/ Manager. It should be noted that TOIL for EL employees is not approved on an hour for hour basis.
- 50.6.5 Where possible TOIL should be agreed in advance of the relevant work being undertaken and the arrangement should be recorded, for example by exchange of emails detailing the work to be done and the time to be taken off.
- 50.6.6 The PMDC will be consulted in the development of a policy that addresses consistency, clarity and definitions of reasonable hours and TOIL. A policy will be finalised by 31 December 2011. Training for supervisors will also be provided to ensure consistency in application.

51. Work-life balance (see also 77)

- 51.1 All ARC employees are expected to discuss their working arrangements with their Supervisors/ Managers and design hours that best achieve an appropriate balance between work requirements and private life. Circumstances that require employees to work excessive hours over a significant period are to be minimised. The CEO may monitor excessive hours with the expectation that Supervisors/ Managers and employees have a responsibility to ensure that such arrangements are implemented fairly and in consultation with all parties.
- 51.2 The ARC endorses the use of flex-leave, or TOIL, as a means of redressing excessive hours. It is expected that an individual employee and her or his Supervisor/ Manager would work together to resolve disagreements over working hours. Where agreement cannot be reached, the matter will be resolved by the CEO.

52. Requests for flexible working arrangements (see also Return from Parental Leave clause 75)

- 52.1 At any time employees may request flexible working arrangements and the ARC will make all reasonable attempts to accommodate such requests. This shall include requests for part-time work, job-sharing and purchased leave.
- 52.2 Employees are not entitled to make the request unless they have completed at least 12 months of continuous qualifying service with the APS immediately before making the request. The CEO may waive the requirement for a qualifying period in exceptional circumstances.
- 52.3 An employee who is a parent, or has responsibility for the care, of a child may request a change in working arrangements if the child is under school age or under 18 and has a disability. The 12 month qualifying service period at clause 52.2 does not apply to a request under this clause.
- 52.4 The request must be made in writing and set out details of the change sought and reasons for the change.
- 52.5 The delegate must give the Employee a written response to the request within 21 days, stating whether they grant or refuse the request. The delegate may only refuse the request on reasonable business grounds. If the delegate refuses the request, the written response must include the reasons for the refusal.

53. Part-time work

53.1 General provisions

- 53.1.1 Agreement to requests for part-time work or job-sharing will be subject to operational requirements and take into account the Employee's personal circumstances and with regard to clause 52.
- 53.1.2 A part-time employee is one whose agreed hours are fewer than 150 hours in a settlement period. A part-time employee is not expected to work outside her or his agreed hours.
- 53.1.3 Where the Employee and the Supervisor/ Manager agree to the part-time Employee's working outside the agreed hours, the ARC will reimburse the Employee, on production of receipts, for any additional expenses incurred (over normal arrangements).
- 53.1.4 Remuneration and other benefits for part-time employees, including leave, will be calculated on a pro rata basis, except allowances of a reimbursement nature, where reimbursement is not to be pro rated.
- 53.1.5 The part-time work arrangement will continue until the specified expiry date unless the CEO and the Employee agree in writing to vary or terminate the Part-time Work Agreement. The Employee may revert to full-time, with the agreement of management, before the specified expiry date.
- 53.1.6 An employee will not be required to convert from full-time to part-time hours without her or his agreement.

53.2 Job-sharing

- 53.2.1 The CEO may approve a job-sharing arrangement requested by two or more employees wishing to share one full-time job, each working part-time under a formal Job Sharing Agreement.
- 53.2.2 Individual Job Sharing Agreements will be entered into with each employee.

53.2.3 Where the job sharing arrangement is dependent on continuation of both agreements, this will be specified in the individual Job Sharing Agreement of each employee.

54. Public holidays

54.1 Employees will be entitled to the following public holidays:

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

54.2. If under a state or territory law, a day or part day is substituted for one of the public holidays listed above, then the substituted day or part day is the public holiday.

54.3. The CEO and an employee may agree on the substitution of a day or part day that would otherwise be a public holiday, having regard to operational requirements.

54.4. An employee, who is absent on a day or part-day that is a public holiday in the place where the employee is based for work purposes, is entitled to be paid for the part or full day absence as if that day or part-day was not a public holiday, except where that person would not normally have worked on that day.

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

55. Christmas closedown

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

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

55.3. There will be no deduction from Annual or Personal Leave credits for the closedown days.

55.4 Part-time employees normally not working on the days of the week on which the closedown occurs will not be entitled to alternative days off duty.

56. Leave

For all leave types described in this Part of the Agreement, further information can be found in the ARC's *Attendance and Leave Policy*.

56.1 Service as a non-ongoing employee

56.1.1 If a non-ongoing employee becomes an ongoing employee, he or she will retain the Annual Leave credits accrued during service with the ARC as a non-ongoing employee if it is continuous with the ongoing employment.

56.2 Portability of accrued Annual Leave and Personal Leave entitlements

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

56.2.2 Where an employee is engaged as either an ongoing or non-ongoing APS employee immediately following a period of ongoing employment in the Parliamentary Service, the ACT Government Service or any Commonwealth agencies under the *Financial Management and Accountability Act 1997* (FMA Act) or bodies under the *Commonwealth Authorities and Companies Act 1997* (CAC Act), the Employee's unused accrued Annual Leave and Personal/ Carer's Leave (however described) will be recognised.

56.2.3 Where a redundancy payment was received by the Employee the service with the previous employer will not be recognised for Personal Leave purposes. Annual Leave credits would only be recognised if Annual Leave has not been paid out by the previous employer.

56.2.4 Prior service with organisations where the employee was previously employed under the Public Service Act, the Parliamentary Service, the ACT Government Service, any Commonwealth agencies under the FMA Act or bodies under the CAC Act, where there has been a break in service may be recognised for Personal/ Carer's Leave purposes if the break in service is not more than two calendar months. The CEO will only refuse to recognise prior service for the purposes and circumstances covered by this clause where there would be an unreasonable cost to the ARC.

56.2.5 Prior service will be recognised for Long Service Leave purposes in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976* if the break is not more than 12 months.

56.2.6 'Parliamentary Service' refers to employment under the *Parliamentary Service Act 1999*.

56.3 Portability of leave – former non-ongoing employees

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

56.4 *Effect on entitlements of Leave Without Pay not to count as service*

56.4.1 Where an employee has taken Leave Without Pay, which is not to count as service, during an accrual period, Long Service, Annual and Personal Leave credits will be affected as follows:

- the first continuous or aggregated absence of 30 calendar days or less in a calendar year will not affect accrual; or
- where continuous or aggregated absences total more than 30 calendar days in a calendar year, the total days will reduce the accrual for Annual Leave and Personal Leave and defer the date of accrual for Long Service Leave. For example if an employee takes 35 calendar days LWOP the accruals will be reduced or deferred pro rata by 35 calendar days.

56.4.2 Unauthorised absences do not count for service for any purposes and are without pay.

56.4.3 Periods of unauthorised absence are added to any periods of Leave Without Pay that do not count as service in determining whether aggregated absences exceed 30 days.

56.5 *Expenses on cancellation of leave or recall to duty from leave*

56.5.1 With the agreement of the Employee, the CEO or delegate can cancel an employee's leave or recall her or him from leave, taking into consideration work requirements and the Employee's circumstances. Incidental and travel expenses incurred by the Employee because of cancellation of leave or recall to duty may be reimbursed.

57. Annual Leave

57.1 *Entitlement*

57.1.1 Full-time employees are entitled to 20 working days' (150 hours) paid Annual Leave for each 12 months' completed service. The entitlement for part-time employees is calculated on a pro rata basis. Annual Leave accrues on a real-time basis and is credited fortnightly.

57.1.2 Employees may access Annual Leave as soon as it accrues.

57.1.3 Employees may apply to take Annual Leave at half pay provided that the period of absence is for at least two working days and not more than 10 working days. Annual Leave at half pay will not normally be taken in conjunction with other approved leave, except under the Parenting Leave provisions of Maternity Leave, Adoption Leave and Foster Carer's Leave for the first 52 weeks.

57.2 *ARC day*

57.2.1 Employees will be entitled to an additional day of paid leave for each calendar year. This day will be referred to as an 'ARC day' and must be used within each calendar year or before the Employee leaves the ARC, whichever is the sooner.

57.3 *Use of Annual Leave*

57.3.1 Employees will be encouraged to take regular leave and as such will be expected to not accrue more than 60 days (or three years' credits) of Annual Leave.

57.4 *Cashing out of Annual Leave*

57.4.1 Employees may, with the written agreement of their Supervisor/ Manager, cash out accrued Annual Leave provided they retain a minimum balance of 20 days and have taken a period of leave (Annual or Long Service Leave) in the same year equal to the amount of leave being cashed out.

57.4.2 The Annual Leave is paid out at the salary that the Employee would have been paid had the leave been taken. If, under this section, an employee forgoes an entitlement to take an amount of Annual Leave and receives a payment in lieu, the Employer will deduct that amount of leave from the amount of accrued Annual Leave credited to the Employee.

58. Personal Leave

58.1 Personal Leave is available to cover absences in circumstances such as the following:

- where the Employee is unfit for duty because of illness or injury or to attend a medical appointment;
- care for immediate family or household members who are ill or injured and for whom the Employee has caring responsibility; and
- unplanned events and emergencies that affect the employee or an immediate family or household member.

The ARC's *Attendance and Leave Policy* provides further examples of circumstances where Personal Leave may be approved.

58.2 Full-time ongoing employees will be credited with 18 days of paid Personal Leave on the commencement of their employment in the APS. Thereafter, full-time ongoing employees are entitled to 18 days' Personal Leave per year, accruing daily.

58.3 The entitlement for part-time employees is calculated on a pro rata basis.

58.4 Unused credits will be cumulative. Employees will have access to personal leave entitlements as they accrue. Unused Personal Leave will not be paid out on termination of employment.

58.5 Casual employees are not entitled to paid Personal Leave.

58.6 Full-time non-ongoing employees are entitled to 18 days' Personal Leave per year, accruing daily.

58.7 *Conversion from non-ongoing to ongoing employee*

58.7.1 If a non-ongoing employee with the ARC becomes an ongoing employee after a period of continuous employment of less than 12 months, an entitlement of 18 days' Personal Leave will be granted on engagement, less any days already used under clause 58.6 in the preceding non-ongoing period.

58.8 *Use of Personal Leave*

58.8.1 Personal Leave may be paid or unpaid.

58.8.2 Where an employee is granted unpaid Personal Leave, the period of leave will count as service for all purposes.

58.8.3 Personal Leave will not be debited for public holidays that the Employee would have observed.

58.8.4 An employee who is medically unfit for duty for one day or longer while on Annual or Long Service Leave may apply for Personal Leave. Where satisfactory medical evidence is supplied, Personal Leave may be approved and the Annual or Long Service Leave will be re-credited to the extent of the Personal Leave granted.

58.8.5 An employee on unpaid Parenting Leave (including Maternity, Adoption or Foster Carer's Leave and Parental Leave without Pay) who becomes ill is eligible to be

granted Personal Leave for the period of the illness provided suitable documentation is provided as per clause 58.12.1.

58.8.6 Applications for Personal Leave will not be unreasonably opposed or refused.

58.8.7 An employee who is unfit for work and has exhausted all paid Personal Leave credits may be granted Annual Leave, Purchased Leave or Long Service Leave (subject to the minimum Long Service Leave provisions).

58.9 Personal Leave at half-pay

58.9.1 An employee may be granted Personal Leave at half-pay instead of full-pay in extraordinary circumstances arising from her or his illness, injury or medical condition. If Personal Leave is granted at half-pay, the entitlements to leave days are doubled accordingly.

58.9.2 Half-pay Personal Leave is not available for any other absences from work.

58.10 Extended absences

58.10.1 An employee absent on Personal Leave due to illness for a period greater than four weeks may be directed to attend an examination by a nominated medical practitioner as defined in *Public Service Regulation 3.2* to establish fitness for continued duty, and will be directed to attend where the absence is equal to, or greater than, 13 weeks.

58.11 Invalidity retirement

58.11.1 An employee will not, without the Employee's consent, be retired on invalidity grounds before the Employee's full-pay Personal Leave credit has been exhausted, subject to the provisions of clause 58.10.1.

58.11.2 An employee who was retired from the APS on the grounds of invalidity and subsequently re-engaged following action taken under the *Superannuation Act 1976* or *Superannuation Act 1990*, will be credited with Personal Leave equivalent to the balances of Personal Leave in credit at the time of retirement. The balances will be converted in accordance with the terms of this Agreement.

58.12 Supporting documentation

58.12.1 Applications for Personal Leave must be supported by reasons for the request. Where the CEO reasonably needs evidence or further information about the circumstances underlying an application to enable her or him to make a fair and informed decision, the CEO should be provided with a medical certificate or other evidentiary material as determined by the CEO.

58.12.2 The CEO may grant paid Personal Leave without production of evidentiary material, subject to available credits, for absences of no more than three consecutive days. The CEO may request evidentiary material from an employee absent for fewer than three days where there is reasonable doubt that the absence is consistent with the circumstances and/or purposes. If requested, the Employee is required to provide documentation supporting the need for absence as specified by the CEO.

58.12.3 A Supervisor/ Manager may request supporting documentation where an employee is considered to have taken excessive periods of unsupported Personal Leave.

59. Definition of immediate family

59.1 “Family” or “Immediate Family” means:

- a spouse or de facto partner of the employee irrespective of gender (including a former spouse or de facto partner); and/or
- a child (including an adopted child, a step-child, foster child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee; and/or
- a child (including an adopted child, a step-child, foster child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee’s spouse or de facto partner; and/or
- a member of an employee’s household; and/or
- traditional kinship where there is a relationship or obligation under the customs and traditions of the community or group to which the employee belongs.

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

59.3 A fostered child of an employee means a child for whom the Employee has assumed primary responsibility for the long-term care and who is, or will be, under 16 years of age and who is not (otherwise than because of the fostering) a child of the Employee or the employee’s spouse or de facto partner.

60. Additional Carer’s Leave

60.1 Casual Employees and Employees who have exhausted their Personal Leave are entitled to two days’ unpaid Carer’s Leave for each permissible occasion as defined by the FW Act. The Employee must in this case provide a medical certificate from a registered health practitioner or statutory declaration detailing the reason for the leave. This leave will count as service for all purposes.

61. War Service Sick Leave

61.1 Employees may be eligible to be granted War Service Sick Leave while unfit for duty because of a war-caused condition. For guidance on the use of War Service Sick Leave refer to the ARC’s *Attendance and Leave Policy*.

62. Miscellaneous Leave

62.1 Miscellaneous Leave is available for a purpose that the CEO considers to be in the interest of the ARC, the Commonwealth or the community in general. Miscellaneous Leave is also available for personal purposes not otherwise covered, but will not be granted if another form of leave is more appropriate. Miscellaneous Leave covers categories of leave other than Annual Leave, Personal Leave, Long Service Leave and Maternity Leave. The CEO may approve paid and unpaid Miscellaneous Leave for the Employee to attend cultural, ceremonial and NAIDOC events.

62.2 Subject to conditions, the CEO may grant Miscellaneous Leave:

- for the period requested or for another period;
- with or without pay;
- to count as service or to not count as service.

- 62.3 In situations where an employee is prevented from attending work on the basis of a catastrophic emergency warning affecting their home or workplace or it would be too dangerous for an employee to travel to work as a result of the emergency, the employee can access paid Miscellaneous Leave entitlements as approved by the CEO.
- 62.4 The CEO may approve leave retrospectively depending on the nature of the emergency and the individual circumstances of the employee.
- 62.5 Where school closures occur as a consequence of their location in a locality subject to an emergency warning as described above, agencies are reminded that employees are entitled to Personal Leave where an unexpected emergency affects an immediate family member (section 97(b)(ii) of the FW Act refers).
- 62.6 The ARC's *Attendance and Leave Policy* provides further examples of reasons for which the CEO may grant paid or unpaid Miscellaneous Leave including definitions of catastrophic emergency warnings.
- 62.7 Paid Miscellaneous Leave counts as service.
- 62.8 The CEO will advise the requesting Employee of a decision to grant or not grant leave.

63. Compassionate Leave

- 63.1 An employee (excluding a casual employee) may be granted Compassionate Leave for the purpose of spending time with a person who is a member of the Employee's immediate family or a member of the Employee's household who has a personal illness or injury that poses a serious threat to her or his life.
- 63.2 Casual employees are entitled to three days' unpaid Compassionate Leave for each permissible occasion as defined in the FW Act.
- 63.3 To be eligible for Compassionate Leave, the Employee should provide a medical certificate or statement from the medical practitioner treating the person concerned.
- 63.4 The maximum continuous period of paid Compassionate Leave on a single occasion is three days. The entitlement may be taken in a single continuous period, or three separate periods of one day each or any separate periods to which the Employee and the ARC agree.

64. Bereavement Leave

- 64.1 Supervisors/ Managers may approve three days' paid leave for an employee on the occasion of the death of a person with whom the Employee had a close personal relationship. The entitlement may be taken in a single continuous period, or three separate periods of one day each or any separate periods to which the Employee and the ARC agree.

65. Community Service Leave

- 65.1 Employees will be entitled to paid leave for the purposes of engaging in community service activities, including jury service and emergency management activities, as per section 108 of the FW Act.
- 65.2 Leave to community service personnel for emergency services duties encompasses leave for required regular training, all emergency services responses, reasonable recovery time and ceremonial duties.

66. Leave for ADF Reserve and Continuous Full-Time Service or Cadet Force obligations

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

Note: The entitlement to leave for Reserve Service is prescribed under the Defence Reserve Service (Protection) Act 2001.

- 66.2 An employee is entitled to ADF Reserve Leave with pay for up to four weeks during each financial year for the purpose of fulfilling service in the ADF Reserve. These purposes include training and operational duty as required.
- a. During the employee's first year of ADF Reserve service, a further two weeks' paid leave may be granted to facilitate participation in additional ADF Reserve training, including induction requirements.
 - b. With the exception of the additional two weeks in the first year of service, leave can be accumulated and taken over a period of two years to enable the employee to undertake training as a member of the ADF Reserves.
 - c. Employees are not required to pay their tax free ADF Reserve salary to the ARC in any circumstances.
- 66.3 Defence Reserve leave counts as service for all purposes, except for unpaid leave to undertake Continuous Full-Time Service (CFTS). Unpaid leave for the purpose of CFTS counts for all purposes except Annual Leave.
- 66.4 Eligible employees may also apply for Annual Leave, Long Service Leave, Leave Without Pay, top-up pay or they may use Flex-leave or TOIL for the purpose of fulfilling ADF Reserve, CFTS or Cadet Force obligations.
- 66.5 Employees are to notify Supervisors/ Managers at the earliest opportunity once the dates for ADF Reserve, CFTS or Cadet Force activities are known and/or changed.

67. Ceremonial Leave

- 67.1 The ARC recognises the importance of cultural and ceremonial events. Aboriginal or Torres Strait Islander Employees shall be entitled to five days paid leave to attend or participate in cultural, ceremonial or NAIDOC week events.
- 67.2 Additional to the entitlement at 67.1, Aboriginal or Torres Strait Islander Employees may be entitled to unpaid Ceremonial Leave of 15 days in any two calendar years. It is leave without pay and does not count as service for any purpose.
- 67.3 The ARC will consider requests for further paid and unpaid leave to attend or participate in cultural, ceremonial or NAIDOC events under the Miscellaneous Leave provisions at clause 62.

68. Purchased Leave

- 68.1 Purchased Leave enables employees to access between five and 40 working days' unpaid additional leave in a 12-month period, with salary deductions for the nominated period(s) averaged over the whole year rather than at the time the leave is taken.
- 68.2 A request for Purchased Leave is subject to approval by the CEO, having regard to operational needs.
- 68.3 Purchased Leave counts as service for all purposes.

- 68.4 Once approval has been granted, the arrangement may be varied or cancelled only in extraordinary circumstances.
- 68.5 The minimum period of Purchased Leave that can be taken is one day.
- 68.6 Where the Employee leaves the ARC, deductions made for Purchased Leave not yet taken will be repaid. Where the Employee leaves the ARC and there are outstanding deductions for Purchased Leave, the Employee may elect to have the amount treated as either an overpayment of salary or offset against Annual Leave credits.

69. Leave for Parenting Purposes

- 69.1 Detailed information on the use of Leave for Parenting Purposes is available in the ARC's *Attendance and Leave Policy*.

70. Maternity Leave

- 70.1 Where the Employee has at least 12 months of continuous service as recognised by the *Maternity Leave (Commonwealth Employees) Act 1973* (the ML Act) they will be eligible for a 12 weeks' paid leave. Employees who do not have 12 months' qualifying service as defined under the ML Act must still take the required absence in accordance with the ML Act. The first 12 weeks of Maternity Leave will count as service for all purposes regardless of whether that leave is paid or unpaid.
- 70.2 An employee who is entitled to paid Maternity Leave in accordance with clause 70.1 will have the option of spreading some or all of the payment for Maternity Leave over a longer period by electing to have some or all of the 12-week period converted to half-pay.
- 70.3 The Employee will have access to an additional three weeks of other paid leave over the entitlements of the ML Act. The additional leave can also be converted to half-pay.
- 70.4 The maximum period of leave accessible under the ML Act is 52 weeks of paid and unpaid leave from the commencement of the mandatory period.
- 70.5 Periods of unpaid Maternity Leave after the first 12 weeks of paid leave will not count as service for any purpose. For employees who do not have the 12 months' qualifying service, the first 15 weeks of Maternity Leave will count as service for all purposes, whether or not the leave is with pay. Any period of Maternity Leave extending beyond the first 15 weeks will be treated as unpaid Maternity Leave and will not count as service.
- 70.6 To the extent that it is more favourable, the Employee is entitled to Maternity Leave in accordance with FW Act.
- 70.7 For a pregnancy-related illness, ARC employees are entitled to access Special Maternity Leave provisions as outlined in the FW Act. Special Maternity Leave is Leave Without Pay and will count as service where such leave does not exceed a period of four weeks.
- 70.8 For information on the administration of Maternity Leave or Special Maternity Leave, employees should consult the ARC's *Attendance and Leave Policy*.

71. Adoption Leave

- 71.1 An employee who is the primary carer will be entitled to 15 weeks' paid Adoption Leave for the purposes of adopting a child. An employee may elect to receive the paid Adoption Leave period at half-pay, up to a maximum of 30 weeks. The delegate has the discretion to allow access to Adoption Leave where the adopted child is the

step-child of the Employee. Adoption Leave is available from one week before the date of placement of the child. For the purposes of this clause the definition of 'child' is the same meaning as under the NES. For the purposes of Adoption Leave a child is under 16 years of age.

71.2 Adoption Leave may be taken in aggregate up to a maximum of one year's leave commencing from one week prior to the adoption and may include paid and unpaid leave.

71.3 The first 15 weeks of Adoption Leave will count as service for all purposes, whether or not the leave is with pay. Any period of Adoption Leave extending beyond the first 15 weeks will be treated as unpaid Leave and will not count as service.

71.4 An employee who does not have at least 12 months of continuous service, as recognised the ML Act, is eligible to apply for Adoption Leave, but only without pay.

71.5 Documentary evidence of the adoption must be provided to support the application for leave.

72. Foster Carer's Leave

72.1 An employee who is the primary carer will be entitled to 15 weeks' paid Foster Carer's Leave for the purposes of fostering a child. For the purposes of this clause the definition of 'child' is the same meaning as under the NES. For the purposes of Foster Carer's Leave a child is under 16 years of age. An employee may elect to receive the paid Foster Carer's Leave period at half-pay, up to a maximum of 30 weeks.

72.2 This entitlement applies in relation to a child for whom the employee has assumed long-term or permanent responsibility arising from the placement of the child:

- by a person / organisation with statutory responsibility for the placement of the child; and
- where the child is not expected to return to their family.

72.3 An employee who does not have at least 12 months of continuous service, as recognised the ML Act, is eligible to apply for Foster Carer's Leave, but only without pay.

72.4 Eligibility and the period of leave will be determined based on the ARC's *Foster Carer's Leave Policy*.

73. Supporting Partner Leave

73.1 Employees will be entitled to two weeks' paid Supporting Partner Leave, which can also be taken as four weeks' at half-pay, immediately following the birth, adoption or long-term fostering of a child. In all cases, only the period for which full-pay would normally have been received will count as service for all purposes.

73.2 Supporting Partner Leave is only available to employees who are not entitled to Maternity Leave, Adoption Leave or Foster Carer's Leave.

74. Parental Leave Without Pay

74.1 From the commencement of this agreement, employees will be entitled to unpaid Parental Leave in accordance with the FW Act.

74.2 This leave without pay may be for a period up to a maximum of two years. This leave must be taken within a period of two years commencing on the day of birth of the

child or the day the Employee assumes responsibility for an adopted or foster child. Employees who are pregnant should refer to the provisions under clause 70. The maximum period of two years is subject to operational requirements and includes periods of other Parental Leave, including Maternity Leave, Adoption Leave, Foster Carer's Leave or Supporting Partner Leave.

74.3 A period of unpaid Parental Leave does not count as service for any purpose.

75. Returning from Parenting Leave

75.1 On ending Parental Leave, Maternity Leave, Adoption Leave or Foster Carer's Leave (Parenting Leave) an employee is entitled to return to:

- a. the Employee's pre-Parenting Leave duties; or
- b. if those duties no longer exists - an available position for which the Employee is qualified and suited at the same classification and pay as applied pre-Parenting Leave. Where this is not practical, other duties will be sought, with the redeployment, reduction and redundancy provisions applying to any placement.

75.2. For the purposes of this clause, duties means those performed:

- a. if the Employee was moved to safe duties because of the pregnancy - immediately before the move; or
- b. if the Employee began working part-time because of the pregnancy - immediately before the part-time employment began; or
- c. otherwise - immediately before the Employee commenced Parenting Leave.

75.3 All employees returning from Parenting Leave (including Maternity Leave, Adoption Leave and Foster Carer's Leave) will have access to part-time work to assist the employee to care for a child who is under school age or is under 18 and has a disability, subject to operational requirements.

75.4 Applications to work part-time will not be unreasonably opposed.

76. Long Service Leave

76.1 An employee is eligible for long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.

76.2. The minimum period during which long service leave can be taken is seven calendar days (at full or half pay). Long service leave cannot be broken with other periods of leave, except as otherwise provided by legislation.

PART 5 – WORK ENVIRONMENT

77 Work and life balance

77.1 The ARC, within the confines of its operational requirements, is committed to providing employees the flexibility to balance personal and professional commitments, and planning and managing individual workloads to maximise productivity.

78. Mature-aged employees

78.1 The ARC acknowledges that management and work practices should be geared to optimise the contribution of skilled and experienced workers and encourages those who are making a valuable contribution to stay longer in the workforce.

79. Discrimination and Harassment-Free Workplace

79.1 Harassment, bullying and discrimination are unacceptable in the ARC and are contrary to the APS Values and Code of Conduct. The ARC is committed to providing a fair, flexible, safe and rewarding workplace, where all employees are responsible for promoting a work environment free from harassment, bullying or discrimination.

79.2 Managers and supervisors have particular responsibilities for implementing the ARC's policy, being alert to diversity issues in the workplace and taking timely action in response to reported or observed harassment, bullying or discrimination.

79.3 With the common goal of promoting a productive workplace, the ARC will seek to ensure:

- i. that employees are provided with a fair, flexible, safe and rewarding workplace, characterised by respect, courtesy, inclusion and equity; and
- ii. early intervention and resolution in instances of workplace harassment, bullying or discrimination and fair treatment of employees involved.

79.4 All ARC employees will be required to complete a training course on preventing and dealing with bullying and harassment in the workplace. The training will be provided during the first year of the Agreement.

79.5 Further information is available in the ARC's *Harassment-Free Workplace Policy*.

80. Workplace Diversity

80.1 The ARC will make all reasonable endeavours to increase Aboriginal and Torres Strait Islander employment. In consultation with employees and representatives, the ARC will implement targeted strategies to improve the attraction and retention of Aboriginal and Torres Strait Islander employees to meet this goal.

80.2 The ARC shall continue to implement measures to improve the career pathways of Aboriginal and Torres Strait Islander employees, employees with a disability and employees from culturally and linguistically diverse backgrounds. This shall include, but not be limited to, additional training and mentoring programs, where required.

80.3 The ARC will regularly report to the PMDC on workplace diversity matters, and other relevant forums. At a minimum reporting will occur quarterly.

80.4 Further information is available in the ARC's *Workplace Diversity Plan*.

81. Working from home

- 81.1 The CEO may agree to an employee's working from home on an occasional basis subject to the ARC's operational requirements continuing to be met. Further information is available in the ARC's *Working from Home Policy*.
- 81.2 Working from home arrangements may be terminated by mutual agreement or by either the Supervisor/ Manager or the Employee giving four weeks' notice because of:
- a) changing operational requirements; or
 - b) the inefficiency and/or ineffectiveness of the arrangement; and/or
 - c) the Employee's failure to comply with the agreed arrangements for home-based work.

82. Short-term work and carer responsibilities

- 82.1 When an employee would be eligible for Personal Leave and there are urgent, essential short-term work requirements, the CEO may approve occasional short-term working from home arrangements. Further information is available in the ARC's *Working from Home Policy*.
- 82.2 Approval for ad hoc periods of working from home may be given for short periods on a case-by-case basis.

83. Occupational health and safety

- 83.1 The ARC and its employees agree that they will strive to promote and maintain a safe workplace and work environment, one that is free from bullying, harassment, excessive workload and unsafe hours.
- 83.2 The ARC, in consultation with employees through the Health and Safety Management Arrangements, will monitor occupational health and safety (OH&S) issues and develop and maintain OH&S policies and guidelines.
- 83.3 The parties to this Agreement note that the *Occupational Health and Safety Act 1991* and the ARC's Health and Safety Management Arrangements and OH&S policies, as varied from time to time, apply to employees of the ARC.

84 Employee health

- 84.1 The ARC recognises that healthy employees are more productive, and will actively promote employee activities which lead to a healthy lifestyle.
- 84.2 The CEO will make appropriate arrangements for the provision of influenza vaccinations for all employees on an annual basis.
- 84.3 The CEO will provide employees and their families with access to confidential professional counselling to assist with work or personal issues through provision of an external Employee Assistance Program (EAP).

85. Resignation

- 85.1 Resignations will be in writing and will give at least five working days' notice unless the CEO agrees to a lesser period.
- 85.2 The CEO will accept resignations of ongoing and non-ongoing employees.
- 85.3 A resignation cannot take effect on a public holiday or on a day that the Employee would not normally be required to work.

86. Outside employment

- 86.1 All employees must seek approval from the CEO to run a business or engage in paid work outside the ARC. Such approval may be withheld in circumstances where there is a real or perceived conflict of interest or the outside employment is likely to have, or is having, a detrimental effect on the Employee's work at the ARC.
- 86.2 Employees should also seek approval from the CEO to engage in unpaid work outside the ARC where it would be reasonable to assume a real or perceived conflict of interest might exist, or that the unpaid work could have a detrimental effect on the Employee's work at the ARC.

87. Communication and consultation

- 87.1 The ARC is committed to communicating with, and involving employees in, consultation prior to making decisions on workplace matters that affect them.
- 87.2 Employees will be provided with relevant information, reasonable time and forums/occasions to discuss matters affecting them. Employee representatives will be provided with reasonable time and equipment to carry out representative functions.
- 87.3 The ARC will provide employees and their representatives with a bona fide opportunity to provide input to the decision-making process, consider feedback in the decision-making process and advise employees and their representatives of the outcome of the process.
- 87.4 In any matter arising under this Agreement, an employee may choose to have an employee representative assist or represent her or him, and all relevant persons will deal with any such representative in good faith. To avoid doubt, this assistance includes acting as an advocate.

88 Consultation on major changes

- 88.1 This clause applies where a decision is made to introduce major changes in a work area that are likely to have significant effects on employees, other than where provision is already made elsewhere in this Agreement regarding a specific major change.
- 88.2 Where a definite decision is made to introduce major changes in program, organisation, structure or technology that are likely to have significant effects on employees, the CEO must notify the Employees who are likely to be affected by the proposed changes and their representatives. The CEO will also ask the Employees and their representatives for feedback on how the proposed changes can best be implemented in the workplace. This feedback will be considered in the decision-making process.
- 88.3 Significant effects include:
- a. termination of employment;
 - b. major changes in the composition, operation or size of the ARC's workforce or in the skills required;
 - c. the elimination or diminution of job opportunities, promotion opportunities or job tenure;
 - d. significant alteration in hours of work;
 - e. the need to retrain employees;
 - f. the need to relocate employees to another workplace; and
 - g. the major restructuring of jobs.

- 88.4 The CEO must discuss with the Employees affected and their representatives, if any, the introduction of the changes referred to in clause 88.2, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the Employees and/or their representatives in relation to the changes.
- 88.5 The discussions must commence as early as practicable after a definite decision has been made to make the changes referred to in clause 88.2.
- 88.6 For the purposes of such discussion, the Employees concerned and their representatives, if any, are to be provided in writing all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees. The CEO is not required to disclose confidential or commercially sensitive information to the Employees.

89. Consultation on efficiency measures for the ARC

- 89.1 The parties to this Agreement will work collaboratively over the life of the Agreement to identify initiatives and implement efficiency measures for the benefit of the ARC, its employees, its clients and other external stakeholders. This will include productivities delivered through APS-wide or portfolio initiatives.
- 89.2 A consultative forum will be arranged at least annually involving the PMDC, the Budget and HR Committee (or other appropriate Management representatives) to consider options for efficiency measures and initiatives. All ARC employees will be encouraged to contribute to the forum.

90. PMDC

- 90.1 The PMDC is a forum through which the CEO consults with employees about people management and development issues, including:
- Performance management principles, practices, review and outcomes;
 - Succession planning;
 - Career development;
 - Recruitment practices and policies;
 - Middle management and leadership development programs;
 - People management policies and related systems; and
 - Implementation of the ARC Enterprise Agreement.
- 90.2 The PMDC will meet up to four times a year, or more frequently if deemed necessary, and provide the Senior Management Group with a copy of the approved minutes within 1 month of each PMDC meeting for the purposes of discussion of people management issues. The minutes of PMDC meetings will be made available to all employees through the intranet.
- 90.3 The PMDC will be chaired by the Executive General Manager and include the Director, People and Services Section. Up to four staff-nominated employees and two other employees or their representatives will be invited to attend.
- 90.4 The meeting agendas will be circulated to all employees at least one week prior to each PMDC meeting to give employees the opportunity to provide comments and raise issues through their representatives.

Schedule 1: ARC PAY RATES AND CLASSIFICATION SYSTEM

ARC BROADBAND	ARC CURRENT PAY LEVELS	COMMENCEMENT 3%	1 JULY 2012	1 JULY 2013	APS CLASSIFICATION
EL 2	\$118,023	\$121,564	\$125,211	\$128,967	EL 2.2
	\$114,275	\$117,703	\$121,234	\$124,871	
	\$114,000	\$117,420	\$120,943	\$124,571	EL 2.1
	\$110,653	\$113,973	\$117,392	\$120,914	
	\$104,705	\$107,846	\$111,082	\$114,414	
	\$99,080	*	*	*	
	EL 1	\$93,971	\$96,790	\$99,694	\$102,685
\$91,679		\$94,429	\$97,262	\$100,180	
\$89,445		\$92,128	\$94,892	\$97,739	
\$87,263		\$89,881	\$92,577	\$95,355	
\$85,136		*	*	*	
ARC LEVEL 3	\$76,301	\$78,590	\$80,948	\$83,376	APS 6
	\$74,223	\$76,450	\$78,743	\$81,105	
	\$72,201	\$74,367	\$76,598	\$78,896	
	\$70,236	\$72,343	\$74,513	\$76,749	
	\$68,322	\$70,372	\$72,483	\$74,657	
ARC LEVEL 2	\$65,213	\$67,169	\$69,184	\$71,260	APS 5
	\$63,438	\$65,341	\$67,301	\$69,320	
	\$61,709	\$63,560	\$65,467	\$67,431	
	\$60,026	\$61,827	\$63,682	\$65,592	APS 4
	\$58,393	\$60,145	\$61,949	\$63,808	
	\$56,802	\$58,506	\$60,261	\$62,069	
	\$53,394	\$54,996	\$56,646	\$58,345	
\$51,940	\$53,498	\$55,103	\$56,756		
\$50,527	\$52,043	\$53,604	\$55,212		
ARC LEVEL 1	\$49,149	\$50,623	\$52,142	\$53,706	APS 2
	\$47,811	\$49,245	\$50,723	\$52,244	
	\$46,510	\$47,905	\$49,342	\$50,823	
	\$45,242	\$46,599	\$47,997	\$49,437	
	\$42,920	\$44,208	\$45,534	\$46,900	APS 1
	\$41,849	\$43,104	\$44,398	\$45,730	

Fortnightly rate of pay will be calculated on the basis of the formula: Fortnightly pay = Annual Salary X $\frac{12}{313}$

313

*transitional arrangements apply

Summary of Allowances

	Rate on commencement of EA 3% increase	3 % increase 1 July 2012	3 % increase 1 July 2013
Meal Allowance (clause 39.9)	\$23.70	\$24.40	\$25.15
Motor Vehicle Allowance (clause 38)	\$0.72 per kilometre	\$0.74 per kilometre	\$0.76 per kilometre
First Aid Allowance (clause 39.4)	\$21.65	\$22.30	\$23.00
Fire warden Allowance (clause 39.5)	\$16.50	\$17.00	\$17.50
Floor Warden (clause 39.5)	\$21.70	\$24.40	\$25.15
Health and Safety Representative (HSR) (clause 39.6)	\$21.70	\$24.40	\$25.15
Deputy HSR (clause 39.6)	\$16.50	\$17.00	\$17.50
Harassment Contact Officer (HCO) (clause 39.7)	\$21.70	\$24.40	\$25.15
Part Day Travel Allowance (clause 37.6)	\$42	\$43	\$44
Promoting Healthy lifestyle (clause 39.8)	\$250	\$250	\$250

Schedule 2: PERFORMANCE MANAGEMENT

91. Key elements

91.1 The following are the key principles of the ARC's Performance Management System (PMS):

- There is an obligation for all employees to participate fully, including through completion of an individual *Performance Agreement* and a *Career Development Agreement*.
- Supervisors/ Managers are responsible for facilitating the effective implementation of the PMS in their team. This responsibility is to form part of the Supervisor's/ Manager's own *Performance Agreement*.
- Supervisors/ Managers will provide ongoing and meaningful feedback to team members on their performance.
- The descriptions for each of the ratings will be applied consistently across the ARC for people covered by this Agreement.
- All employees will be expected to perform at the level *Meets Expectations* or better.
- Implementation of a fully functional PMS will be supported and there will be a particular focus on effectively giving and receiving meaningful feedback.
- While recognising team and individual differences, simple processes are to be put in place, including a standard pro forma agreement, and both parties to a *Performance Agreement* will be required to certify that the process has been completed.
- Performance management training will be made available to all ARC employees during the life of the Agreement. All employees are expected to make a reasonable effort to make themselves available for this training.

92. Responsibilities

92.1 Employee Responsibilities

92.1.1 Individual employees are required to:

- participate fully and constructively in the PMS;
- meet work expectations detailed in their *Performance Agreement*;
- participate effectively as a member of a team, including actively sharing/transferring knowledge and skills;
- demonstrate the APS's behaviours and values; and
- undertake career and skills development activities consistent with their *Career Development Agreement*.

92.2 Supervisor/ Manager Responsibilities

92.2.1 Supervisors/ Managers should guide employees in the development of their Performance Agreement and Career Development Agreement. Specifically, Supervisors/ Managers are required to:

- assist employees to identify expectations;
- maintain reasonable expectations of employees consistent with the requirements of their job and work level standards;
- provide regular feedback about performance;

- assist employees in their career and skills development; and
- when appropriate, participate actively in training programs on performance management and effective team building and leadership.

92.3 The ARC's Responsibilities

92.3.1 The ARC will:

- provide mandatory training to Supervisors/ Managers on the PMS, consistent with clause 92.2 of this Agreement, to enable them to develop the required skills to fulfil their obligations within the PMS;
- monitor the PMS and consult on results where appropriate; and
- provide information and advice on practical implementation of the PMS.

93. Components of the PMS

93.1 The integrated ARC PMS comprises three elements:

- People Development;
- Performance Assessment; and
- Underperformance Management.

94. Completion of Performance Agreements and Career Development Agreements

94.1 Performance Agreements and Career Development Agreements must be in place and signed by the Supervisor/ Manager and the Employee by 31 July of each annual performance assessment cycle.

94.2 Employees who commence with the ARC or change jobs within the ARC during the performance cycle must have a new Performance Agreement and Career Development Agreement signed within 28 days of the commencement date.

95. Career Development Agreement

95.1 The Career Development Agreement is an integral part of the PMS.

95.2 The Employee is required, in consultation with her or his Supervisor/ Manager, to annually complete a Career Development Agreement in conjunction with the development of a Performance Agreement.

95.3 An employee's Career Development Agreement is to be settled after the development needs of the individual have been considered, including those training needs that the Employee can pursue him- or herself and those that will require additional support.

95.4 The Career Development Agreement, on the basis of clauses 95.2 and 95.3, will:

- identify the learning options most suited to the Employee's identified need;
- address skills required for the Employee's current and, where applicable, anticipated next job;
- be supported by Supervisors/ Managers in the granting of reasonable time and resources to pursue the objectives of the *Career Development Agreement*; and
- include a mechanism for formal review of the *Career Development Agreement* (at least twice yearly).

96. Performance Agreements

96.1 Ongoing employees

- 96.1.1 A full performance assessment cycle will operate from 1 July in any one year to 30 June in the following year (the 'annual cycle').
- 96.1.2 The Performance Agreement must be closely aligned to the current ARC Strategic Plan (and any successor documents) and describe the ARC's expectations of the Employee, including the key results the Employee is to deliver and the key performance indicators against which the standard of delivery will be measured. In addition, the Performance Agreement will outline the behaviours by which the Employee is to conduct her or his work and the contribution he or she is to make to the team, with reference to the APS Code of Conduct.
- 96.1.3 The expectations outlined in the Performance Agreement should be consistent with a *Meets Expectations* level of performance, the Employee's classification (as per the ARC Work Level Standards) and her or his hours of work.
- 96.1.4 In each annual cycle, there will be two formal assessment points:
- mid-cycle (between January and February); and
 - end-of-cycle (between June and July).

96.2 Non-ongoing employees

- 96.2.1 A non-ongoing employee engaged for a period of two months or more must develop a Performance Agreement with her or his Supervisor/ Manager within two weeks of commencing work at the ARC. A non-ongoing employee engaged for fewer than two months who subsequently enters into a contract extension or a new contract, must enter into a Performance Agreement with her or his Supervisor/ Manager within two weeks of the changed contractual arrangement.
- 96.2.2 The Performance Agreement is to include any matter that the Supervisor/ Manager and the Employee consider pertinent to the work the Employee is expected to perform, with reference to objectives, results and the ways in which these are to be achieved, and performance indicators.
- 96.2.3 At the completion of the first two months of the engagement and each two months thereafter, the Supervisor/ Manager and the Employee should review progress toward the achievement of the agreed results and provide feedback on performance.

96.3 Ongoing and informal feedback

- 96.3.1 Ongoing and informal feedback and discussion on performance should occur regularly enough throughout the cycle so that the Employee is well informed about her or his ongoing performance. Feedback and discussion may be initiated by the Employee or her or his Supervisor/ Manager at any time.

96.4 Probationary employees

- 96.4.1 Probationary employees engaged by the ARC are subject to the *ARC Policy and Guidelines for Managing Probation*. The CEO may vary the *ARC Policy and Guidelines for Managing Probation* from time to time.
- 96.4.2 A period of six months' probation will apply as a condition of engagement for new ongoing employees.
- 96.4.3 An employee's suitability for employment will be assessed during the probationary period. Having regard to the contents of the assessment, the CEO may deem the conditions of engagement to be satisfied and terminate the probation or terminate the employment.

96.5 Objectives of the formal mid-cycle assessment

96.5.1 The objectives of the formal mid-cycle assessment are to:

- review the *Performance Agreement* against possible changes in work expectations and consider whether the *Performance Agreement* requires any changes to reflect alterations to work priorities;
- review progress toward the achievement of work expectations in the *Performance Agreement* and progress of development activities specified in the *Career Development Agreement*;
- provide a realistic assessment of progress to date against the *Performance Agreement* using the rating scales at clause 97.2 and provide qualitative feedback of at least half-an-hour to justify the assessment given; and
- if necessary, identify the specific action to improve performance under clause 99.

96.5.2 The Supervisor/ Manager must notify the CEO by 28 February of each annual performance cycle that the mid-cycle review has occurred.

96.6 Objectives of the formal assessment at the end of the annual cycle

96.6.1 The objectives of the formal end-of-cycle assessment are to:

- provide an opportunity for formal feedback of at least half-an-hour based on the Employee's performance in relation to the work expectations and performance indicators specified in the *Performance Agreement*, and provide an opportunity for the Employee to put her or his views in writing;
- review the *Performance Agreement* with a view to developing a new *Performance Agreement* applicable in the next annual cycle;
- provide a realistic assessment of performance using the rating scales at clause 97.2; and
- if necessary, identify specific actions to be implemented to improve the Employee's performance, as described in clause 99.

96.6.2 The Supervisor/ Manager should provide confirmation to the CEO by 31 July of each annual performance cycle that the formal assessment has occurred, consistent with the objectives in clause 96.6.1.

96.7 Informal feedback

96.7.1 Informal feedback on, and discussions about, an employee's performance must occur between the Supervisor/ Manager and the Employee regularly. This will be subject to systematic review organised by the People and Services Section and may take the form of a survey. Such feedback and discussion may be initiated by the Employee or the Supervisor/ Manager and should be based on the *Performance Agreement*.

96.7.2 Informal feedback and discussion does not replace the mutual obligations of Supervisors/ Managers and employees in relation to performance management. However, they may, depending on the nature of the discussion, form the basis of procedures outlined at section 99.

97. The rating scale

97.1 The rating scale at clause 97.2 forms an integral part of the PMS. The objectives of the rating scale are to provide:

- rating descriptions as the basis for meaningful feedback that honestly acknowledges good performance or underperformance that requires attention;
- the basis for pay progression; and
- timely identification and management of underperformance.

97.2 The three-point rating scale to be applied is as follows:

Performance	Description	Effect (Note)
Exceeds Expectations	Performance has exceeded expectations and has delivered results that are beyond what is normally expected in the Employee's role and level. This performance has occurred in aggregate consistently across the period during which the Employee's performance is being assessed. The Employee's conduct and behaviour in the workplace, at all times, reflects the standards required in the APS.	Pay Progression (if applicable)
Meets Expectations	The Employee does her/his job to the standard that is required. The Employee has delivered results in aggregate consistently across the period during which the Employee's performance is being assessed and he/she is an effective contributor to the team's work. The Employee's conduct and behaviour in the workplace, at all times, reflects the standards required in the APS.	Pay Progression (if applicable)
Requires Attention	The Employee is not meeting the standards of performance acceptable for this level and role. The Employee fails to deliver on some or all aspects of the role and/or her/his conduct and behaviour in the workplace fails to reflect the standards required in the APS.	Requires Attention Processes

Note: Pay progression does not apply if the Employee is on the top pay point of the pay range applicable to the Employee's classification.

98. Pay progression

98.1 Where an employee is eligible for progression and is not yet on the top pay point of her or his classification level, the Employee's salary level will be reviewed twice yearly by a Salary Review Committee (SRC).

98.2 The SRC will meet in April and October of each year to review the salary level of all non-SES employees.

98.3 The Committee will comprise the Executive General Manager, the Director of the People and Services Section, the Branch Manager and one Executive Director (or a suitable senior line manager) nominated by the CEO. At least three members must be present to form a quorum.

98.4 The SRC will take into consideration the *ARC Work Level Standards*, the overall performance of the Employee, the work area's Business Plan, market forces and skill-sets possessed by the Employee.

98.5 It is expected that where the Employee achieves a rating of *Meets Expectations* and is eligible for a pay point progression, the SRC will recommend a progression of at least one pay point in a year. Periods of extended leave may defer the pay progression.

98.6 Where there is sufficient work at a higher level or a position considered to be at the higher level becomes vacant, the SRC may recommend that an employee in the lower range of a broadband, who is rated above *Meets Expectations* for the purposes of salary progression, progress beyond the attainment point to the higher level.

99. Improving underperformance

99.1 Timely identification and management of underperformance is a key part of the PMS. A review of the PMS may result in changes to these procedures.

99.2 While the operation of the PMS in this Agreement will automatically trigger formal action, where underperformance is identified at any point in the cycle the Supervisor/ Manager must advise the Employee immediately in writing that performance improvement is required. The written advice should state the reasons for the decision and explain how and to what extent the Employee is not meeting the required expectations. Consistent with section 100, the Employee will have a period of seven days to respond in writing to this advice, if he or she wishes.

100. Requires Attention performance rating

100.1 This clause sets out the procedures to be undertaken when, despite attempts to improve performance through the performance feedback processes, including career development plans and retraining (if appropriate), performance of an employee (other than an employee on probation) still consistently falls below the expected standard.

- a) The Supervisor/ Manager prepares a written performance report to the CEO identifying underperformance issue(s) and recommending that underperformance procedures be implemented. This report is signed off by the appropriate middle manager (where the middle manager is different from the Supervisor/ Manager; for the purpose of this clause, a middle manager is an EL1 or EL2 officer) and sent to the CEO. The Employee is to be notified in writing by the CEO if an underperformance issue is identified and provided at that time with a copy of the Supervisor's/ Manager's report.
- b) The CEO will consider the Employee's performance report and conduct discussions with the Employee if further action is required. In these discussions, a regard for natural justice processes must be observed, including the right of the Employee to be accompanied by a person of her or his choosing, and, if necessary, a structured work plan will be developed for the Employee. The extent to which the structured work plan is adhered to will be monitored by a Supervisor/ Manager nominated by the CEO, and agreed to by the Employee, over a three-month period.
- c) Within seven days of the end of the three-month period, the nominated Supervisor's/ Manager's written assessment of whether the Employee's performance has met the expected standard, and other relevant supporting papers, will be given consideration jointly by the CEO and the Employee.
- d) No further action will be needed if the assessment is satisfactory.

- e) If the assessment is unsatisfactory, the CEO will write to the Employee asking the Employee to show cause, within seven days, why further action should not be taken.
- f) The CEO will consider any cause shown by the Employee and the options available for future action. These options may include extending the observation period; salary reduction (including the possibility of reducing the Employee's classification); and termination of employment.

100.2 Nothing in clause 100.1 of this Schedule prevents the CEO from terminating the employment of an employee for serious misconduct, without further notice or payment in lieu, in accordance with section 123(1)(b) of the FW Act, subject to compliance with the procedures established by the CEO for determining that an employee has breached the Code of Conduct under the PS Act.

101. Performance rating review

- 101.1 If an employee and her or his Supervisor/ Manager cannot agree on the performance assessment, the Employee, in the first instance, should discuss this with the relevant Supervisor's/ Manager's line manager, who will review the assessment. In a situation where this is not practical, the matter should be handled in accordance with clause 101.2.
- 101.2 Where an employee and Supervisor/ Manager continue to disagree over a performance rating and cannot reach a resolution, the matter should be forwarded to the CEO.
- 101.3 On request, the Employee may choose to be supported by a third party of her or his choice.

Schedule 3: REDEPLOYMENT, RETIREMENT AND RETRENCHMENT

102. Definition

102.1 An employee is an excess employee if:

- the Employee is included in a class of employees employed in the ARC, which class comprises a greater number of employees than is necessary for the efficient and economic working of the ARC; or
- the services of the Employee cannot be effectively used because of technological, structural or other changes in the work methods of the ARC or changes in the nature, extent or organisation of the functions of the ARC; or
- the duties usually performed by the Employee are to be performed at a different locality, the Employee is not willing to perform duties at the locality and the CEO has determined that the provisions of this clause apply to that employee.

103. Application

103.1 Schedule 3 of this Agreement applies to all employees, excluding employees serving a probationary period and non-ongoing employees.

103.2 The conditions of Schedule 3 of this Agreement operate within the existing employment framework which includes the:

- PS Act and subordinate legislation
- FW Act
- APS Bargaining Framework
- *APS Redeployment Policy*
- *Managing redeployment in the APS: Guidelines for agencies.*

104. Notification of excess employee situation

104.1 A consultation period of at least one month will occur with the Employee and his or her representative, to consider:

- reasons why the Employee is considered likely to become excess;
- actions that might be taken to reduce the likelihood of the employee becoming excess, including job swaps or expressions of interest in voluntary redundancy from unaffected employees; and
- redeployment opportunities for the employee within the ARC or another APS Agency.

104.2 Where an excess employee situation is identified, the CEO will provide employee representatives, including the relevant employee organisation(s), with information on the excess employee situation. The information provided will include:

- the reasons that employees are potentially excess; and
- the number, location and classification of potentially excess employees, or where changes to the staffing structure are proposed, the number and classification of current employees affected and the number and classification of those expected to be required to perform continuing functions in the part of the ARC affected.

104.3 At the end of the consultation period the CEO may declare an employee excess, having regard to:

- a. the recommendation of the relevant Supervisor/ Manager;
- b. any statement made by the Employee;
- c. the likelihood of the Employee being able to be reassigned elsewhere within the ARC or the APS;
- d. ensuring that the APS retains employees that have the skills needed for future work;
- e. ensuring that excess positions do not unreasonably reduce the diversity of the ARC; and
- f. not using the excess situation as an alternative to managing underperformance.

105. Redeployment within the APS

105.1 Where a position is vacant:

- the ARC will consider suitably qualified ARC employees requiring placement before undertaking the normal requirement for external advertising; the ARC will give highest priority to redeploying their employees to other higher priority areas within the ARC if there needs to be a reduction in staffing levels; and
- the ARC will consider employees seeking redeployment opportunities from other APS agencies before advertising.

105.2 If an excess ARC employee is found suitable for a position in another APS Agency, the ARC will enable them to move to their new agency within four weeks (provided it is not a promotion).

106. Offer of voluntary retrenchment

106.1 Where an excess employee situation is identified, all potentially excess employees will be advised of the situation in writing, with the reasons the Employee is considered likely to become an excess employee. At this time, potentially excess employees, with the exception of employees covered under clause 106.2, may be made an offer of voluntary retrenchment. Employees will have a period of two months in which to consider this offer of voluntary retrenchment. The CEO will not give notice of termination under section 29 of the PS Act to an employee before the end of that period without the agreement of the Employee.

106.2 An offer of voluntary retrenchment to a potentially excess employee who is not fit for, and not at, work may be made only where the CEO, having regard to the Commonwealth's liability, decides it is appropriate.

107. Action during consideration period

107.1 During the first month after offers of voluntary retrenchment are made, the CEO will, where requested, hold discussions with the affected employees (and their representatives, if requested by one or more employees) to consider:

- measures that could be taken to remove or reduce the incidence of the Employee(s) becoming excess;
- redeployment prospects for the Employee(s); and
- actively canvassing suitable job swap opportunities within the ARC and other APS agencies in an effort to help potentially excess ARC employees who want to continue working to find alternative employment.

107.2 At the time of the offer of voluntary retrenchment or as soon as possible thereafter, but no later than one month after the offer, potentially excess employees will be provided with information about their situation in relation to:

- the amount of their severance pay, pay in lieu of notice and paid up leave credits;
- the amount of their accumulated superannuation contributions;
- options open to the Employee concerning superannuation; and
- taxation rules applicable to the various payments.

107.3 From the time of offer of voluntary retrenchment until termination or redeployment, excess employees will be able to access up to \$400 for the purpose of seeking financial advice.

107.4 Only one offer of voluntary retrenchment will be made to a potentially excess or excess employee.

108. Shortening of the consideration period

108.1 The period of two months provided at clause 106.1 in which an excess employee may advise the CEO of an election to be terminated may be reduced, at the Employee's request. This is subject to the Employee's advising that he or she has been provided with access to the information and advice outlined in clauses 107.2 and 107.3 and the agreement of the CEO.

108.2 The Employee will be paid in lieu for the portion of the consideration period unexpired at the date of termination at the same rate of salary as for the calculation of payment in lieu of notice (clause 114).

108.3 The CEO cannot require an employee to reduce this period and only an employee can request that the consideration period be shortened.

109. Redundancy benefit

109.1 An excess employee who agrees to be voluntarily retrenched and whose employment is terminated by the CEO under section 29 of the PS Act on the grounds that he /she is excess to the requirements of the ARC is entitled to be paid redundancy pay of a sum equal to two weeks' salary for each completed year of continuous service plus a pro-rata payment for completed months of service since the last completed year of service, subject to any minimum amount the Employee is entitled to under the *National Employment Standards* (NES).

109.2 The minimum sum payable under clause 109.1 will be four weeks' salary and the maximum will be 48 weeks' salary.

109.3 The redundancy benefit will be calculated on a pro rata basis for any period an employee worked part-time hours during her or his period of APS service and where the Employee has fewer than 24 years' full-time service.

110. Service for redundancy pay purposes

110.1 Service for redundancy pay purposes means:

- service in an APS agency;
- Government service as defined in section 10 of the Long Service Leave Act;
- continuous service with the Commonwealth (other than service with a joint Commonwealth-State body or a body corporate in which the Commonwealth does not have a controlling interest) that is recognised for Long Service Leave purposes;
- service with the Australian Defence Forces;

- APS service immediately preceding deemed resignation under section 49 of the repealed *Public Service Act 1922 (Marriage Bar)* if the service has not previously been recognised for severance pay purposes; and
- service in another organisation where:
 - (a) an employee was transferred from the APS to that organisation with the transfer of a function; or
 - (b) an employee, engaged by that organisation on work within a function, is engaged as an APS employee as a result of the transfer of that function to the APS; and
 - (c) such service is recognised for Long Service Leave purposes.

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

- the break in service is less than four weeks and occurs where an offer of employment with the new Employer was made and accepted by the Employee before ceasing employment with the preceding Employer; or
- the earlier period of service was with the APS and ceased because the Employee was deemed to have resigned from the APS on marriage under section 49 of the repealed *Public Service Act 1922*.

111. Service not to count for redundancy pay purposes

111.1 Any period of service which ceased:

- by way of any of the grounds for termination specified in s.29 of the PS Act (including any additional grounds prescribed in the PS Regulations) or on a ground equivalent to any of these grounds;
- through voluntary retirement at or above the minimum retiring age applicable to the Employee;
- with the payment of a redundancy benefit or similar payment or an employer-financed retirement benefit;

will not count as service for redundancy pay purposes.

111.2 Absences from work that do not count as service for leave purposes will not count as service for redundancy pay purposes.

112. Rate of payment - redundancy benefit

112.1 For the purposes of calculating any payment for a redundancy benefit under section 107 of this Agreement, salary will include:

- the Employee's full-time substantive salary adjusted on a pro rata basis for periods of part-time service; or
- the full-time salary of the higher classification level (adjusted on a pro rata basis for periods of part-time service), where the Employee has been temporarily performing duties at a higher classification for a continuous period of at least 12 months immediately preceding the date on which the Employee is given notice of termination under section 29 of the PS Act; and
- other allowances in the nature of salary paid during periods of Annual Leave and on a regular basis, excluding allowances that are a reimbursement for expenses incurred, or a payment for disabilities associated with the performance of duty.

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

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

113. Period of notice

113.1 Where an excess employee agrees to be voluntarily retrenched and the CEO gives notice of termination under section 29 of the PS Act, the period of notice will be four weeks except in the case of an employee over 45 years of age with at least five years' continuous service, whose period of notice will be five weeks.

113.2 Where, by agreement, an employee is terminated at the beginning of, or during, the notice period, the Employee is entitled to receive payment instead of notice for the unexpired portion of the period.

114. Payment instead of notice

114.1 The amount of the payment instead of notice 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 been liable to pay the Employee because of the employment continuing during the period. The amount must be worked out on the basis of:

- the Employee's current ordinary hours of work (even if they are not standard hours);
- the amount payable to the Employee in respect of those hours including, for example, allowances, loadings and penalties; and
- any other amounts payable under the Employee's contract of employment.

115. Declaration of excess employees

115.1 Employees will be excess one month after being made an offer of voluntary retrenchment, unless during this time they have been terminated, redeployed or the CEO declares they are no longer in an excess situation.

115.2 An employee will not be declared excess and will not be involuntarily terminated if a retrenchment situation affects a number of employees engaged in similar work at the same location and there exists one or more employees who have been made and accepted an offer of voluntary retrenchment and have been refused, but still wish to accept voluntary retrenchment.

116. Retention period

116.1 An excess employee who does not agree to be retrenched with the payment of a redundancy benefit will be entitled to period of retention of seven months. The retention period will commence on the day the CEO advises the Employee in writing that they are excess and will continue for a period of seven months, during which time an employee's employment will not be terminated under section 29 of the PS Act without her or his consent.

116.2 Consistent with the *APS Redeployment Policy* and *Managing redeployment in the APS: Guidelines for agencies*, it is the intention of the retention period to enable excess employees to be redeployed within the APS or to find other suitable employment. Consistent with this intention, during the retention period:

- the ARC will continue to provide and resource career transition services and support, and take all reasonable steps to move an excess employee to a suitable vacancy including, with the approval of the Public Service Commissioner where necessary, to

another agency, and to pursue placements outside the APS consistent with this Agreement;

- the ARC will collaborate with other agencies in placing excess employees;
- the ARC will provide a high level of information and support to affected employees;
- the ARC will continue to consult through every stage of the process;
- excess employees will take all reasonable steps to secure permanent redeployment or placement, including:
 - (a) pursuing redeployment in other agencies and/or the ARC;
 - (b) seeking out and accepting trial placements aimed at improving the career prospects of the individual where there is an opportunity for permanent placement;
 - (c) performing suitable gainful employment;
 - (d) within the resources available to them, undertaking training and development activities (including on-the-job training) that will enhance their employment prospects; and
 - (e) adhering to APS and ARC guidelines on official conduct as well as the arrangements applying to their placement Employer.

116.3 The employment of excess employees who have not been redeployed at the end of the retention period may be terminated without their consent by the CEO under section 29 of the PS Act. Termination at the end of the retention period does not attract a redundancy payment.

116.4 Where an employee has more than 20 years of service or is over 45 years of age and has not been redeployed at the expiration of her or his retention period, the CEO may, having regard to the attempts to secure redeployment to date for and by the Employee and the likelihood of success in continuing to pursue redeployment, extend the retention period for up to three months or, alternatively, provide equivalent outplacement services where agreed by the Employee and the CEO. Any extension of the period will be combined with an individually tailored redeployment and retraining plan.

116.5 If an employee is entitled to a redundancy payment in accordance with the NES, the relevant retention period in clauses 116.1 and 116.4 above is reduced by the number of weeks redundancy pay that the employee will be entitled to under the NES on termination, as at the expiration of the retention period (as adjusted by this clause).

117. Leave during retention period

117.1 The CEO will extend the retention period for absence on approved Personal Leave or mandatory Maternity Leave during the retention period where the period of absence exceeds one week.

118. Redeployment services

118.1 The following provisions will apply to employees during their retention period:

- The Employee may access up to \$3,000 for payment of external redeployment services, training or career counselling;
- Training opportunities will be expected to enhance the employment prospects of the Employee, including training in writing applications and doing interviews.

- The ARC will consider potentially excess and excess ARC employees in isolation from, and not in competition with, other applicants for an advertised vacancy to which the Employee seeks transfer.
- Suitable trial placements in another organisation, including private sector organisations, will be funded for up to three months where there is an identifiable opportunity for permanent placement and no job swap arrangement is involved. An individual employee may undertake more than one trial placement. Employees shall not be prevented from trial placements but the ARC may seek to negotiate a deferred commencement date for operational reasons where agreed by the gaining organisation.
- Job swaps, where an ARC employee who is excess but does not want a voluntary retrenchment swaps jobs with an employee from within the ARC or from another agency who is not excess but who wants voluntary retrenchment, will be available until the end of the period for consideration of voluntary retrenchment, subject to the CEO's approval on a case-by-case basis.
- An excess employee may choose not to contest an involuntary termination during the retention period. In these circumstances the employee will be entitled to be paid a lump-sum consisting of the balance of the retention period (as reduced by clause 116.4). This payment will be taken to include the payment in lieu of notice of termination of employment. An employee whose employment is terminated in these circumstances will also be entitled to a redundancy payment in accordance with their NES entitlement.

119. Income maintenance payments

119.1 Income maintenance is payable during the retention period to maintain the level of salary being received at the date an excess employee is notified that the Employee is excess. Where an employee is reduced in classification, income maintenance will apply for the balance of the period. Income maintenance includes:

- higher salary where an employee has been temporarily performing duties at a higher classification for a continuous period of at least 12 months;
- the salary of the higher classification will be included as salary for income maintenance purposes, provided that the Employee would have continued to act in the higher position but for the excess employee situation immediately preceding the date on which the Employee is notified that the Employee is excess or immediately preceding the date on which the Employee receives notice of reduction in classification under paragraph 23(4)(c) of the Public Service Act; and
- other allowances or loadings in the nature of salary that are paid during periods of leave and on a regular basis, except allowances that are a reimbursement for expenses incurred, or a payment for disabilities associated with the performance of duty.

120. Leave and expenses to seek employment

120.1 An excess employee will be entitled to reasonable time with full pay and without deduction to her or his flex-time credits to attend employment interviews.

120.2 Where expenses to attend interviews are not met by the prospective Employer, the CEO will approve reasonable travel and incidental expenses incurred.

121. Relocation expenses

121.1 Where it is necessary, as a result of relocation of duties or reduction in classification, for an excess employee to move the Employee's household to a new locality, the CEO will approve reasonable relocation expenses.

122. Notice periods for reduction in classification

122.1 Where the CEO proposes to reduce an excess employee's classification, the Employee will be given no less than one month's notice.

123. Retention period – early termination

123.1. Where the CEO is satisfied that there is insufficient productive work available for the Employee within the ARC during the remainder of the retention period and that there are no reasonable redeployment prospects in the APS:

- a. the CEO may, with the agreement of the Employee, terminate the Employee's employment under s.29 of the PS Act; and
- b. upon termination, the Employee will be paid a lump sum comprising:
 - i. the balance of the retention period (as shortened for the NES under sub-clause 116.5) and this payment will be taken to include the payment in lieu of notice of termination of employment, plus
 - ii. the Employee's NES entitlement to redundancy pay.

124. Notice period for termination at the end of retention period

124.1 Where the CEO proposes to terminate an excess employee at the end of the retention period, the Employee will be given no less than one month's notice. An employee over 45 years of age with at least five years' continuous service will be given five weeks' notice. This period of notice will, as far as practicable, be concurrent with the retention period.

125. Review process

125.1 Where the Employee disagrees with any decision on her or his eligibility for benefits or the amount of such benefits under Schedule 3, standard review of actions mechanisms under clause 11 of this Agreement will apply.

Schedule 4: DISPUTE RESOLUTION

126 Resolution of Agreement disputes

- 126.1 In the event of a dispute relating to a matter arising under this Agreement or a dispute in relation to the NES, in the first instance the parties to the dispute must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor and/or management. If such discussions do not resolve the dispute, the parties to the dispute will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate, and may include the use of alternative dispute resolution methods.
- 126.2 If a dispute relating to a matter arising under this Agreement, or a dispute in relation to the NES, is not resolved at the workplace, and all appropriate steps under clause 126.1 have been taken, a party to the dispute may refer the dispute to Fair Work Australia
- 126.4 Fair Work Australia may deal with the dispute in 2 stages:
- a. Fair Work Australia will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - b. if Fair Work Australia is unable to resolve the dispute at the first stage, Fair Work Australia may then:
 - i. arbitrate the dispute; and
 - ii. make a determination that is binding on the parties.
- Note: If Fair Work Australia arbitrates the dispute, it may also use the powers that are available to it under the FW Act. A decision that Fair Work Australia makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the FW Act. Therefore, an appeal may be made against the decision.*
- 126.5 The ARC or an employee who is a party to the dispute may appoint another person, organisation or association to accompany and/or represent them for the purposes of this term.
- 126.6 Resolution of disputes is to occur in good faith by following the same principles as the good faith bargaining requirements at section 228 of the FW Act.
- 126.7 While the parties are trying to resolve the dispute using the procedures in this term:
- a. an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
 - b. an employee must comply with a direction given by the CEO to perform other available work at the same workplace, or at another workplace, unless:
 - i. the work is not safe; or
 - ii. applicable occupational health and safety legislation would not permit the work to be performed; or
 - iii. the work is not appropriate for the employee to perform taking into account the level and the nature of the duties being performed before the dispute arose; and
 - iv. there are other reasonable grounds for the employee to refuse to comply with the direction.

Where the skills and experience of the Employee are not immediately suitable for the duties as directed then adequate training and support will be provided.

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

Schedule 5: PRINCIPLES FOR WORKPLACE DELEGATES

127. Principles for workplace delegates

- 127.1 The role of union workplace delegates and other elected union representatives is to be respected and facilitated.
- 127.2 The ARC and workplace delegates must deal with each other in good faith.
- 127.3 In discharging their representative roles at the workplace level, 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 ARC 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 FW Act;
 - the right to use reasonable paid time during normal working hours to provide information to and seek feedback from employees in the workplace on workplace relations matters at the ARC;
 - the right to email employees in their workplace to provide information and seek feedback, subject to individual employees exercising a right to 'opt out';
 - reasonable access to ARC facilities (including telephone, facsimile, photocopying, internet and email facilities, meeting rooms, lunch rooms, tea rooms and other areas where employees meet) for the purpose of carrying out work as a delegate and consulting with members and other interested employees and the union, subject to ARC's policies and protocols;
 - undertaking their role and having union representation on the ARC's workplace relations consultative committee (PMDC);
 - the right to attend group inductions of new APS starters to present the choice of membership to the new employee;
 - the right to consultation, and access to relevant information about the workplace and the ARC; and
 - the right to reasonable paid time to represent the interests of members to the Employer and industrial tribunals.
- 127.4 The ARC 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.
- 127.5 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 ARC and the provision of services by the Commonwealth.
- 127.6 In discharging any roles that may involve undertaking union business, the rights of union workplace delegates include but are not limited to:

- reasonable paid time during normal working hours to consult with other delegates and union officials in the workplace, and receive advice and assistance from union staff and officials in the workplace;
- reasonable access to appropriate training in workplace relations matters including training provided by a union;
- reasonable paid time off to represent union members in the ARC at relevant union forums.

127.7 Paid time off will be negotiated with the Employee's Supervisor/ Manager and while subject to operational requirements, reasonable requests shall not be denied.

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