



FAIR WORK
AUSTRALIA

DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Australian Institute of Criminology
(AG2011/14515)

AUSTRALIAN INSTITUTE OF CRIMINOLOGY (THE INSTITUTE) AGENCY AGREEMENT 2011 - 14

Commonwealth employment

COMMISSIONER SMITH

MELBOURNE, 21 DECEMBER 2011

Application for approval of the Australian Institute of Criminology (the Institute) Agency Agreement 2011-2014.

[1] An application has been made for approval of an enterprise agreement known as the Australian Institute of Criminology (the Institute) Agency Agreement 2011-14 (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act) by the Commonwealth of Australia through the Australian Institute of Criminology. 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 they want the Agreement to cover them. 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 28 December 2011. The nominal expiry date of the Agreement is 30 June 2014.



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Australian Government

Australian Institute of Criminology

THE AUSTRALIAN INSTITUTE OF CRIMINOLOGY

AGENCY AGREEMENT

2011 - 2014

Under Section 172 of the
Fair Work Act 2009

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SECTION A - DEFINITIONS

AIC	Australian Institute of Criminology
Agency	Means a body corporate established by Commonwealth legislation
Close relative	Means a spouse (including a de facto spouse), a child, a parent, a sister or a brother of the employee or his or her spouse or any other person who, by reason of special circumstances of a particular case, is considered by the relevant manager to be a close relative of the employee or his or her spouse.
Corporate Plan	Australian Institute of Criminology Corporate Plan
Dependant	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.
Dependent child	A child who is a dependant of the employee and is less than 21 years of age.
Director	Director of the Australian Institute of Criminology
Employee	An employee (whether full-time or part-time) of the Institute.
Contract Employee	An employee engaged for a fixed period of time. A Contract Employee may be employed under a common law contract.
Casual Employee	An employee who is engaged for a job that is short-term, irregular and uncertain. A casual employee is not entitled to either paid holiday leave or paid sick leave.
Ongoing Employee	An employee who has been employed under the terms of <u>clause 15</u> and who is not employed on a fixed term contract.
Excess Employee	An employee is an excess employee if: <ul style="list-style-type: none"> i) they belong to a class of employees employed in the Institute whose services are no longer required for the efficient and economical working of the Institute, eg. because of changes in the nature, extent or organisation of the functions of the Institute; ii) his or her services cannot be effectively used because of technological or other changes in work methods; or iii) his or her work is to be performed in a different locality and he or she is not willing to relocate to that locality and the Director has determined that the provisions of clauses relating to excess employees relate to that employee.
Foster Child	A fostered child of an employee means a child for whom the employee has assumed primary responsibility for the long term care of the child who is, or will be, under 16 years of age and the child is not (otherwise than because of the fostering) a child of the employee or the employee's spouse or de factor partner.
FWA	Fair Work Australia
Household member	A person who normally lives at the employee's residence.

Immediate Family	(a) Partner or spouse (including a former spouse, de facto spouse and a former de facto spouse) of the employee; and/or (b) a child or adult offspring (including an adopted child, a step or ex-nuptial child, a foster child), parent, grandparent, grandchild or sibling of the employee or of the spouse of the employee.
Institute	Australian Institute of Criminology
Key Performance Indicators (KPIs)	Measures of performance derived from the Statement of Intent submitted to the Minister annually. These will be varied over the life of the Agreement and provide the vehicle to pay "at risk" components of the salary increase in accordance with <u>clauses 33</u> .
Medical or documentary evidence	A certificate provided by a: (a) registered medical practitioner, dentist, optometrist, optician, radiographer, physiotherapist, chiropractor or podiatrist; or (b) a health practitioner other than a doctor (eg. naturopath, herbalist, homoeopath, iridologist, osteopath and acupuncturist) in circumstances where the employee has either been referred to that health practitioner by a doctor or obtains a doctor's endorsement that the treatment provided was desirable; or (c) a statutory declaration from the employee stating the reason for the absence together with an explanation why the employee was either unable to obtain a medical certificate or why a medical certificate was unnecessary in the circumstances.
Partner	A person who is in an intimate relationship with an employee. A member of a married or de facto couple
Salary	The employee's salary (in accordance with Attachment A) will be the salary for all purposes, including superannuation (subject to relevant superannuation scheme rules), overtime, and payment/deduction of flextime, severance and termination payments. Participation in salary sacrifice arrangements or purchase leave options will not affect the salary for these purposes.
Salary Point	The actual salary being paid to an employee, including any formal higher duties allowance.
Soft barrier	The classification soft barrier identifies where employees may be promoted based on merit by the Director without the need to undertake a competitive selection exercise.
Supervisor	The person directly responsible for an employee's outcomes.
Total Remuneration (TR)	The employee's salary plus superannuation entitlement.

SECTION B – INTRODUCTION

Title of the Agreement

1. This Agreement shall be known as the Australian Institute of Criminology (the Institute) Agency Agreement 2011-14.

Parties covered by this Agreement

2. This Agreement covers the Director of the Institute and all staff funded by the Institute and who are employed under the *Criminology Research Act 1971* (CR Act) or the *Public Service Act 1999* (PSA) and is made under Section 172 of the Fair Work Act 2009 (Cth).
3. This Agreement does not cover the terms and employment conditions of:
 - the Director of the Institute;
 - substantive Institute SES or SES equivalent staff;
 - persons whose salary is paid by another government agency or employer.
4. Where the Community and Public Sector Union (CPSU) gives notice in accordance with sub-section 183 (1) of the Fair Work Act 2009, Fair Work Australia will note in its decision to approve the Agreement that it covers that organisation.

Purpose of the Agreement

5. This Agreement makes an important contribution to increasing the Institute's efficiency and effectiveness; improving the Institute's client services; and enhancing the quality of the working lives of employees in a tight fiscal environment. Realising these goals will require the continuing commitment of all employees.
6. This agreement seeks to make the Institute attractive to current and potential employees as a good place to work.
7. All employees acknowledge and commit through this agreement to focus on achieving high quality results and value for money in delivering services to stakeholders.
8. Ensuring the effective implementation of this Agreement requires the continuing involvement and cooperation of all employees, including:
 - (a) Through the performance development agreement scheme;
 - (b) In strengthening cooperation and trust through open, fair and respectful dealings;
 - (c) In ensuring that individuals clearly understand their role and responsibilities and have appropriate support, training and development to build their skills;
 - (d) Through the provision, and receipt of, regular and constructive feedback;
 - (e) Through evaluation of processes and outputs to ensure work is undertaken and delivered in the most effective and efficient manner;
 - (f) Information about this Agreement, supporting policies and the Institute's work is easily accessible; and
 - (g) This Agreement provides for working arrangements and in-house facilities to enable the efficient and effective operational requirements of the Institute while providing flexibility to employees to structure their work and other responsibilities and goals. The Agreement acknowledges the specialist and professional nature of most roles in the Institute and that while at work, staff are applied to their work and restrict non-work activities outside the office (such as smoking) to their lunch breaks.

Values and Code of Conduct

9. The parties agree to uphold the APS Values and Code of Conduct and deliver against the Institute's Outcome Statement and Key Performance Indicators (KPIs) – refer [Appendix A](#).

Valuing Diversity

10. The Institute aims to be an organisation that values fairness, equity and diversity. Consistent with that aim, the Institute is committed to preventing and eliminating discrimination on the basis of ethnicity, sex, gender, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, cultural background or socio-economic status.
11. The role of workplace delegates will be facilitated in accordance with [Attachment D](#).

Operation of the Agreement

12. This Agreement will commence operation seven (7) days after approval by Fair Work Australia and will nominally expire on 30 June 2014.
13. Should, during the life of this Agreement, special or extraordinary circumstances arise where legislative change affects conditions of employment for employees, the parties agree to confer on any action that might be appropriate to ensure that the purposes of the Agreement continue to be achieved.

No extra claims

14. 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.

Entitlements under Commonwealth laws not affected by this Agreement

15. Other Commonwealth laws (as amended) concerned with employment (but not limited to) are:
 - Long Service Leave (Commonwealth Employees) Act 1976;
 - Maternity Leave (Commonwealth Employees) Act 1973;
 - Safety, Rehabilitation and Compensation Act 1988;
 - Occupational Health and Safety (Commonwealth Employment) Act 1991;
 - Superannuation Act 1976;
 - Superannuation Act 1990;
 - Superannuation Act 2005;
 - Superannuation Benefits (Supervisory Mechanisms) Act 1990;
 - Superannuation Productivity Benefit Act, 1988; and/or

Effect of the Institute's Policies on this Agreement

16. Where any provisions of this Agreement are inconsistent with the Institute's policies, as amended from time to time, then the terms of this Agreement shall prevail. Such policies do not form part of this Agreement but should be read in conjunction with the Agreement.
17. All directions, policies, procedures and guidelines which support the operation of this Agreement may be made or varied from time to time following consultation with employees and their representatives, and will apply in the form they are in at the time of any relevant action/decision.
18. Where the policy, procedure or guideline materially impacts employees, the workplace or their access to the conditions or entitlements, the policy, procedure or guideline may only be varied with the agreement of the Staff Consultative Committee. This includes:
 - Annual Leave
 - Personal leave
 - Performance Development Scheme (PDS) including managing under-performance and staff training and development
 - Travel
 - Relocation Assistance on Engagement
 - Studies Assistance Policy
 - Redeployment, Redundancy and Termination Policy
19. Disputes over the content, application or interpretation of any policies, procedures or guidelines which support the operation of this Agreement will be subject to the dispute resolution procedures of this Agreement.

Variation of Agreement

20. This Agreement may only be varied in accordance with Part 8 of the *Fair Work Act 2009*.

Flexibility Clause

21. The Institute and an employee covered by this Agreement may agree to make an 'individual flexibility arrangement' to vary the effect of the terms of the Agreement if:
 - (a) the Agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) remuneration (including employer superannuation contributions bonus payments); and
 - (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
 - (c) the arrangement is genuinely agreed to by the employer and employee.
22. The Institute must ensure that the terms of the 'individual flexibility arrangement':
 - (a) are about permitted matters under Section 172 of the *Fair Work Act 2009*; and
 - (b) are not unlawful terms under Section 194 of the *Fair Work Act 2009*; and
 - (c) result in the employee being better off overall than if no arrangement was made.
23. The Institute must ensure that the 'individual flexibility arrangement':
 - (a) is in writing;
 - (b) includes the name of the employer and employee;
 - (c) is signed by the employer and employee;
 - (d) is signed by a parent or guardian of the employee if the employee is under 18 years of age;
 - (d) includes details of:
 - (i) the terms of the Agreement that will be varied by the arrangement;
 - (ii) how the arrangement will vary the effect of the terms;
 - (iii) how the employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
 - (e) states the day on which the arrangement commences.
24. The Institute must give the employee a copy of the 'individual flexibility arrangement' within 14 days after it is agreed to.
25. The Institute or the 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 employer and employee agree in writing at any time.

Delegation of powers and functions

26. This Agreement recognises that, under the *Criminology Research Act 1971*, the Director may delegate or authorise a person or persons to exercise or perform any of the Director's powers and any of the Director's functions, including the power of further delegation, and that the Director may give directions to the delegate(s) or authorised person(s) in relation to the exercise of the power or performance of the function.

SECTION C – REMUNERATION

27. The arrangements and provisions contained within this Agreement have been developed and will be implemented within the context of the Institute's appropriations and self-generated revenues.

Productivity payment

28. Based on the productivity improvements arising under this Agreement, and the efficiency delivered through the short negotiation and agreement period reaching agreement 'in-principle' by 30 June 2011, the AIC will pay a one-off cash productivity payment upon the formal commencement of this Agreement, according to the following schedule:

Notional classification as at 30 June	APS Classification upon commencement	Amount of cash payment
Trainee/Research Officer/Admin Asst/Admin Officer	Trainee/APS2-4	\$580
Research Analyst/Senior Admin Officer	APS 5-6	\$750
Senior Research Analyst/Admin Specialist	EL1	\$900
Research Manager/Research Specialist/Admin Executive	EL2	\$1,100

Productivity Gains

29. The AIC and its employees formally commit to meeting the [expectations of the Director](#). This will be achieved through an agreed set of KPIs with the Director each year (refer [Appendix A](#)).
30. Performance and productivity gains, in accordance with [clause 31](#), will be underpinned by:
- Acknowledging the unique role of the AIC as a Commonwealth funded research agency that enjoys a workplace culture of commitment to excellence in research and values of the public and academic sectors.
 - Additional classifications for staff which provides a stronger career structure.
 - Full acquittal of overseas travel allowances.
 - A single agency-wide work/life balance including time off in lieu and flexible yet regular work patterns.
 - Web-based email access to all staff.
 - Development of in-house better practice research guides and knowledge sharing e.g. STATA manual, tender templates.
 - Commitment to uptake of new technology and processes eg records management and Sharepoint.
 - The Staff Consultative Committee to explore ideas and approaches for potential efficiency gains through the life of the Agreement.

Salary increases

31. Based on the productivity improvements arising under this Agreement and in recognition of employees' commitment to achieve corporate KPIs as outlined in [Appendix A](#), employees will receive a salary increase of 3% from the date of commencement of this Agreement. A further 3% increase in base salaries will be applied to all employees' salary rates from 1 July 2012, and 1 July 2013, subject to Director's assessment of the Institute meeting performance, with reference to [Appendix A – Director's KPIs](#). KPI progress reports will be provided at bi-monthly all staff meetings.

Additional Performance Based Salary increases

32. Employees will also be entitled to a 2.5% increase in base salary for a performance assessment outcome of good, superior or outstanding, subject to the salary being limited to the cap of the classification as set out in Attachment A.
33. The 2.5% increase in base salary is relevant to the performance in the current position which requires having occupied their current position for a period of greater than 6 months.
34. Where an employee has been on Leave Without Pay (LWOP) for a period of greater than or equal to 6 months within the current annual performance cycle, the employee will not be entitled to the 2.5% increase in base salary.
35. Where an employee returns from a period of LWOP to a different position from that occupied prior to the commencement of the LWOP; and have not occupied the new position for a period of greater than 6 months, the employee will not be entitled to the 2.5% increase in base salary.

Broadbanding

36. The parties agree to the classifications set out in [Attachment A](#).
37. For Research Officer I/II and Admin Officer I/II (APS 3/4) and Research Analyst/ Senior Research Analyst and Senior Admin Officer I/II (APS 5/6) the classifications are broadbanded and separated by a 'soft' barrier. Merit-based progression is required but the Director may advance an employee without a formal market testing exercise.

Salary Rates

38. The Institute remunerates all staff on an equivalent basis within the same classifications, regardless of choice (or access to) particular superannuation funds. On this basis, employees are paid on a total remuneration (TR) (salary plus superannuation) basis. This clause should be read in conjunction with clauses in the 'Superannuation' section below. [Attachment A](#) details the TR payable to employees.
39. In general, when an employee commences work with the Institute, TR will be payable at the minimum point of the TR range applicable to the classification of the functions performed. The Director may authorise payment of TR above the minimum point in that range, having regard to the experience (including at or above that level), qualifications and skills of the employee and their likely contribution to the Institute at that level.
40. An employee may not progress through the 'soft barrier' within the broadbanded classifications without the Director's authorisation. The Director may authorise the progression of an employee through the 'soft barrier', regardless of whether the employee is currently at the top of the pay scale or not. The Director shall take into account various factors including the availability of work at the higher classification and the skills of employees relative to those required for the higher classification as set out in the Institute's work level standards. The performance of an employee must have been assessed as having met expectations of at least the 'good' level to progress through a 'soft barrier'.
41. Supported salary rates and conditions of employment, as set out in [Attachment C](#), shall apply to an employee with a disability who is eligible for consideration under the supported wage system.
42. A casual employee shall receive a loading of 20% (or the minimum level prescribed under legislation) of salary in lieu of public holidays on which the employee is not rostered to work, Annual Leave and paid Personal Leave.

Higher Duties

43. Employees will be paid an increased remuneration where:
 - (a) the Director approves for an employee to perform temporarily all or part of the duties of a position at a higher classification; and
 - (b) The period of performance of those duties is for a continuous period of at least four weeks.
44. Periods of performance of partial or full duties of a higher level classification for a shorter duration should be considered and recognised as additional experience in the performance development arrangements.

Method of Payment

45. Employees will have their salary paid fortnightly by electronic funds transfer into a financial institution account of their choice. There will be scope for deductions to be made at an employee's request prior to his or her fortnightly salary being transferred into his or her nominated account. The Director or delegate may approve the pre-payment of salary to an employee where special circumstances exist, eg where the employee is taking leave to travel overseas.

Salary Packaging

46. Employees may choose to sacrifice part of their salary from a menu of non-cash benefits, including additional superannuation contributions, consistent with the Institute guidelines on salary sacrifice. Where salary packaging is accessed under this clause, salary for superannuation, severance and termination payments will continue to be calculated as if the packaging arrangements had not been entered into.
47. Where an employee chooses to salary sacrifice, they will meet any fringe benefits tax and/or administrative costs incurred as a result of the salary packaging arrangement.

Superannuation

48. The AIC will offer eligible employees choice of superannuation fund as required under the *Superannuation Guarantee (Administration) Act 1992*. The AIC may choose to limit superannuation choice to complying superannuation funds that allow employee and/or employer contributions to be paid through fortnightly electronic funds transfer using a file generated by the Agency's payroll system.
49. Employer superannuation contributions will not be paid on behalf of employees during periods of unpaid leave that does not count as service, unless otherwise required under legislation.
50. Employees who are members of the PSSap will receive employer contributions at the rate of 15.4% of their fortnightly superannuation contribution salary. Where employer contributions are to an accumulation superannuation fund other than the PSSap 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 (eg. unable to accept contributions for people aged over 75 years).
51. Where employees have elected, prior to the commencement date of this agreement, to offset a reduced employer contribution rate between the legislated minimum (currently 9%) and the rate of 15.4%, with an equivalent increased salary, this election will continue until such time as the employee ceases employment or requests that the election cease.

SECTION D - IMPROVING PERFORMANCE AND OTHER OPPORTUNITIES

Consultation – General Principles

52. This term applies if:
- (a) The Institute has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
 - (b) the change is likely to have a significant effect on employees of the enterprise.
53. The Institute must notify the relevant employees of the decision to introduce the major change.
54. The relevant employees may appoint a representative for the purposes of the procedures in this term if:
- (a) the employees appoint a representative for the purposes of consultation;
 - (b) the employee or employees advise the Institute of the identity of the representative; and
 - (c) the employer recognises the representative.
55. As soon as practicable after making its decision the Institute must:
- (a) discuss with the relevant employees:
 - (i) the introduction of the change;
 - (ii) the effect the change is likely to have on employees;
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
 - (b) for the purposes of the discussion, provide in writing to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed;
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.
56. However the Institute is not required to disclose confidential or commercially sensitive information to the relevant employees.
57. The Institute must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
58. If a term in the Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in clauses 52-54 are taken not to apply.
59. In this term a major change is *likely to have a significant effect on employees* if it results in:
- (a) the termination of the employment of employees; or
 - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain employees; or
 - (f) the need to relocate employees to another workplace; or
 - (g) the restructuring of jobs.
60. In this term *relevant employees* means the employees who may be affected by the major change
61. In addition to (but not inconsistent with) these consultation provisions, in making decisions which effect employees, the Institute will engage in consultation with employees and, where they so choose, their representative.
62. For the purpose of clause 61, consultation means providing relevant employees with timely access to relevant information and a genuine opportunity to influence the decision maker and contribute to the decision making process before the decision is made.
63. For the purposes of section, the parties agree that the number of staff who will be engaged on an ongoing employment basis will be 80% of the number of full time equivalent staff of the Institute, which can be funded from the government appropriation in any given financial year. The ongoing employment provision reflects that a proportion of research projects and other work is obtained on a 'fee for service' basis, requiring a changing number of staff to meet workload and skills for particular projects.

64. Ongoing employment status is offered and accepted by an exchange of letters between the Director or delegate and the eligible employee.

Staff Consultative Committee

65. To demonstrate the Institute and its employees acknowledge change in the workplace is constant and to identify, implement and encourage better practice, efficiency and productivity, a representative staff consultative committee will be established. Key features are:
- (a) A committee comprising four employees;
 - (b) One member to be nominated by the Director;
 - (c) Three members to be elected by staff annually;
 - (d) At least one member to be a member/nominee of the CPSU;
 - (e) At least one member to be from outside the research section;
 - (f) At least one member to be from within the research section;
66. The key functions of the committee are:
- (i) To approve (by majority i.e. three or four) any proposed changes to key AIC policies which impact upon employment conditions, such as study leave, work/life balance working hours, performance development scheme and travel allowance;
 - (ii) To identify areas of productivity or efficiency gain (including those proposed by staff) for consideration by the Director and Executive, provide a point of consultation to the Director and Executive; and assist in promoting to staff Institute goals and policies;
67. The staff consultative committee will meet with the Executive committee once per quarter and report on recommendations as to improvements in areas of efficiency of process, output quantity and output quality. The Director will respond in writing to the recommendation(s) at (or prior to) the next quarterly joint Executive-consultative committee meeting;
68. The committee will be responsible for its own administration.

Improving Client Service

69. To improve the cost effectiveness, efficiency and quality of services and activities, all work units of the Institute will develop and implement appropriate performance benchmarks consistent with the development of best practice under the Institute's Corporate Plan and Client Service Charter.

A Balance between Work and Personal Lives

70. This Agreement implements workplace arrangements which:
- a) reflect the contribution of employees in achieving the Institute's goals; and
 - b) provide developmental opportunities and scope for employees to balance their work and personal life.
71. This Agreement gives employees and the Institute flexibility and choice to negotiate working arrangements and patterns (e.g. regular part-time work, job sharing). Each employee's pattern of working hours will take into consideration operational requirements, impact on clients, the impact on other members of the workgroup, and the employee's personal needs. All employees shall have the right to request flexible working arrangements and the Institute will make all reasonable attempts to accommodate such requests.
72. Access to home-based work is not an entitlement and is only available with the approval of the Director and in accordance with the Institute's Home-Based Work Policy.

Commitment to Health and Wellbeing

73. The Institute will maintain a commitment to health and wellbeing of employees with the objective of minimising the number of days lost through illness and injury.
74. As part of attempting to achieve the above objective, the Institute will provide annual flu shots and will make counselling services available to employees.

Occupational Health and Safety (OH&S)

75. The Institute is committed to providing a safe working environment for all employees. The Institute will promote and maintain the health, safety and well-being of employees by aiming to:
- (a) prevent accidents and ill health caused by working conditions;
 - (b) protect staff from health hazards which may arise out of their work or the conditions in which it is carried out; and
 - (c) place and maintain staff in an occupational environment designed to meet their needs for health, safety and well being at work.
76. This will be achieved through consultation and cooperation with employees, and by providing employees with necessary information, instruction, training and supervision.
77. Through the implementation of that policy and this Agreement, the Institute will ensure compliance with legislation as a minimum standard and with implementation of the *Occupational Health and Safety (Commonwealth Employment) Act 1991*.

Non-Smoking Policy

78. As part of its OH&S arrangements the Institute has adopted a policy of not allowing smoking within the Institute's premises.
79. Employees who smoke are reminded that there are no provisions under this Agreement for "time off" for this activity and employees should account for this when considering the hours worked.

SECTION E - STAFF DEVELOPMENT

Skills Through Training

80. The Institute is committed to recognising the skills of its employees and building and using those skills through training and development, feedback, and the devolution of responsibility and authority. This will enable employees to contribute to the achievement of the Institute's goals and provide development opportunities for them. Continuing consultation, communication and interaction between employees and managers is important in order to recognise, build and use employees' skills.
81. The Director may direct an employee to carry out such tasks as are within the limits of the employee's skill, competence and training provided that such tasks are not designed to promote deskilling.

Training and Development

82. In recognition that training and development can enhance employees' potential to contribute to achieving the Institute's goals and to meet their career aspirations, all employees have the opportunity to participate in relevant training and development activities in line with the AIC's requirements and resources.
83. The Institute aims to emphasise learning activities that:
 - (a) have a clear connection with the Institute's work;
 - (b) have a direct link to work plans; and
 - (c) assist the ongoing career development of employees.
84. The Institute is committed to adequate training support being given to accompany any changes, innovations or improvements to work arrangements.
85. Support and resources will be provided so that employees can access those learning activities that provide the most effective outcomes. These may include on and off the job training, work placements and formal study. Support may include reimbursement or payment for such activities.

Studies Assistance

86. The Institute provides employees with assistance for external studies in accordance with the AIC Studies Assistance Policy.

Performance Development

87. Under the Public Service Act, the APS Values require agencies to ensure that the APS focuses on achieving results and managing performance. An effective performance management approach integrates and aligns corporate, business, team and individual planning and performance. It also provides a mechanism for recognising and rewarding good performance and for managing underperformance.
88. Central to effective performance management is credibility, which requires clearly defined performance goals, fairness and transparency in rewarding good performance, and prompt and appropriate management of underperformance. The AIC supports these principles and is committed to fostering a performance improvement culture within the organisation that values its most important resource – its people.
89. Employees will be subject to performance assessments under the PDS based on individual Performance Development Agreements (PDA) that reflect organisational KPIs.
90. A six monthly assessment is due by 15 December each year and an annual assessment is to be completed by 30 June each year.
91. PDAs will primarily focus on achieving outcomes.
92. PDAs will require an initial self-assessment by the employee on a 4 point scale i.e. not met expectations, good, superior and outstanding.

93. Key elements of the PDS are:
- development of PDAs and individual training plans;
 - discussion and review of performance and training undertaken at six months into the cycle;
 - discussion and review of performance at 12 months into the cycle;
 - initial assessment for new employees at six months, under the probation principles (refer clauses 96-99); and
 - continuous feedback to employees throughout the 12 month cycle.
94. Salary progression is linked to a performance assessment rating of good, superior, or outstanding in accordance with the following table:

PDS Rating	Salary Increase	Performance Pay	
		Increase in base salary	Cash bonus
Outstanding	As per clause 31	2.5% increase on base salary	3%
Superior	As per clause 31	2.5% increase on base salary	2%
Good	As per clause 31	2.5% increase on base salary	0%
Not Met Expectations	0%	0%	0%

Fairness in Managing Under-Performance

95. Should under-performance issues arise, the Institute and the employee acknowledge that these will be addressed promptly and fairly, consistent with procedures designed to:
- ensure that the employee is given a reasonable opportunity to improve;
 - have regard to procedural fairness including a right to be represented;
 - be consistent with relevant legislation, including legislation about workplace relations, discrimination, record keeping and privacy;
 - ensure that the employee is given full information about job requirements, performance expectations, deficiencies in their performance and possible consequences; and
 - provide in appropriate cases, for reduction in classification, redeployment or termination of employment.

Probation

96. All new engagements of employees are subject to a minimum probationary period of six months.
97. At the end of the six months the employee's manager will provide a written report to the Director, summarising the employee's work performance and making a recommendation regarding the employees' continued engagement.
98. Where a manager recommends that the employees' engagement be terminated, the report must contain demonstrable reasons for that recommendation.
99. The manager, or the Director as appropriate, will discuss the report with the employee and, where a recommendation for termination is made, will give the employee reasonable time to show the cause as to why the recommendation should not be agreed to.

SECTION F – DISPUTE RESOLUTION

Dispute Settlement Principles

100. This section sets out procedures to settle a dispute that relates to a matter arising under the Agreement or the National Employment Standards.
 101. An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this section.
 102. In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.
 103. If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Australia.
 104. 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 Act.
- A decision that Fair Work Australia makes when arbitrating a dispute is a decision for the purpose of Division 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.
105. While the parties are trying to resolve the dispute using the procedures in this term, employee(s):
 - (a) must continue to perform their work as they would normally unless they have a reasonable concern about an imminent risk to their health or safety; and
 - (b) must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
 - (i) the work is not safe;
 - (ii) OH&S legislation would not permit the work to be performed;
 - (iii) the work is not appropriate for the employee to perform; or
 - (iv) there are other reasonable grounds for the employee to refuse to comply with the direction.
 106. The parties to the dispute agree to be bound by a decision made by Fair Work Australia in accordance with this section.

SECTION G - ATTENDANCE AND HOURS OF WORK

Flexible working arrangements

107. This Agreement gives employees and managers flexibility and choice to negotiate working patterns and arrangements (e.g. regular part-time work, job sharing) and recognises the professionalism of staff at all levels.
108. The employee is expected to adopt a working pattern that will meet the required outcomes of the Institute's functions under which the employee's responsibilities fall, including attainment of all outputs and targets established through the employee's PDA.
109. This Agreement recognises the importance of balancing work and personal life, and supervisors have a responsibility to minimise the extent to which employees are required to work beyond their normal working patterns. Important considerations when employees and managers consider the pattern of working hours will be the impact on the Institute's operations, clients and other members of the workgroup and the personal needs of the employee.
110. An employee with over 12 month's service, who is a parent, or has responsibility for the care of a child may request the Institute in writing for a change in working arrangements to assist the employee to care for the child, if the child:
 - (a) is under school age; or
 - (b) is under 18 and has a disabilitySuch requests will not be unreasonably refused.
111. Access to flexible working hours shall be in accordance with clauses 112 – 117.

Work Life Balance – Time Off In Lieu (TOIL)

112. The concept of core hours is abolished with this policy.
113. The standard working fortnight is 75 hours plus reasonable additional hours. Employees must have a standard working pattern and should not normally work more than 75 hours per fortnight. Where an employee is required to work longer than their ordinary hours of work they are not entitled to overtime payment but are entitled to TOIL.
114. Additional hours in the standard fortnight must have pre-approval from their manager. Any approved time worked in addition to the 75 hours is subject to TOIL.
115. Non-executive level employees directed to work outside the 7am to 7pm band during week days, Saturdays, Sundays and public holidays, due to operational requirements, will be entitled to hour for hour TOIL. A record is to be kept of these additional hours worked. TOIL is to be taken within four weeks of accrual or as otherwise agreed by the Director. Executive level employees directed to work outside the 7am to 7pm band due to operational requirements may negotiate appropriate TOIL arrangements with the relevant manager.
116. Access to TOIL will be in accordance with clause 115. Access will not be unreasonably denied, and an explanation will be given where access is refused.
117. Reasonable notice must be given by the Director, or Deputy Director(s) about the requirement to work outside the 7am to 7pm band.
118. Employees are entitled to refuse to work unreasonable additional hours. In determining whether additional hours are unreasonable the following shall be taken into account:
 - a) If there is any risk to the employee's health and safety by working additional hours; and
 - b) the employee's personal circumstances, including family responsibilities.
119. Where an employee is directed to undertake additional work in the office, or undertake travel outside their standard working pattern, the Director may approve (prior to the work being undertaken) the reimbursement of reasonable and/or unavoidable child minding costs.
120. Where an employee or employees are directed to work outside the 7am to 7pm band during week days the Institute will provide, on request, the provision of a reasonable cash payment, reimbursement for, or arrangement of a meal.

Closure of Institute

121. The employee is entitled to 3 days leave on full pay during the Institute's closure between Christmas and New Year. This recognises productivity gained in working 7 hours and 30 minutes per working day.
122. The Director may close the Institute for up to 3 days in a calendar year where it is deemed to be in the interests of the Institute. Staff can utilise recreation leave, unpaid leave or any TOIL previously accrued for these closures. If staff do not have recreation leave entitlements and do not wish to take unpaid leave, the Director will approve for the employee to enter into a leave deficit position.

Absences

123. Should an employee be ill and unable to attend work for the day, it is their responsibility to contact their supervisor prior to 9am and to advise of the expected length of leave. They must also discuss and advise their supervisor of work priorities, meetings and issues which will need to be addressed during their absence.
124. An employee must present a valid medical certificate or other documentary evidence for any period of personal leave consisting of greater than two days.
125. An employee must provide a medical certificate or other documentary evidence for every absence if so requested in writing by the Director.
126. Where an employee is absent from duty, without approval, all pay and other benefits provided under this Agreement will cease to be available until the employee resumes duty or is granted leave.

Reversion to standard hours

127. Access to flexible working arrangements will not apply in circumstances where:
 - (a) an employee's supervisor reasonably considers the employee's attendance is unsatisfactory; and/or
 - (b) an employee's supervisor reasonably considers that an employee is misusing the arrangements.
128. Where requested to do so by the employee, a supervisor shall provide a written explanation of their reasons for requiring an employee to revert to standard hours.
129. Where flexible working arrangements no longer apply, employees will revert to standard hours. Standard hours are 7 hours and 30 minutes per day, to be worked from 8.30am to 12.30pm and 1.30pm to 5.00pm.
130. Access to flexible working arrangements may be restored where a supervisor is satisfied that attendance is satisfactory.

Regular Part-time Work

131. The Institute is committed to providing opportunities for employees to work on a regular part-time basis. All employees have the right to apply to work on a part-time basis. Such requests will not be unreasonably withheld and will be considered on the basis of the Institute's operational requirements.
132. The Director may also initiate the introduction of part-time employment. A full-time employee will not be required to convert to part-time hours without their agreement.
133. A part-time employee is one whose regular hours of work are less than 75 hours over a two-week period.
134. Remuneration and other benefits for part-time employees will be calculated on a pro rata basis apart from those allowances of a reimbursement nature, in which case part-time employees will receive the same amount as full-time employees.
135. A part-time employee and their supervisor may, by agreement, vary regular hours of work. Similarly, part-time working arrangements may, for other than designated part-time jobs, be terminated by agreement.
136. A part-time employee may revert to full-time work at the conclusion of their part-time work agreement or at any time upon agreement with the Director.

SECTION H – LEAVE PROVISIONS

Annual Leave

137. In accordance with Section 87 of the *Fair Work Act 2009* employees other than casual employees are entitled to 20 working days (4 weeks) paid annual leave each year. Part-time employees are entitled to receive equivalent annual leave on a pro rata basis. Annual leave loading is included in salary and is therefore not subject to a separate payment.
138. Annual leave is cumulative, accrues progressively and shall be credited to the employee after each month of continuous service. Annual leave will not accrue during periods that are not taken to be service.
139. The employee has access to the annual leave entitlement as it accrues, subject to approval of the Director which will not be unreasonably withheld.
140. The employee may elect to be paid out accumulated annual leave credits in accordance with Section 94 of the Act providing that:
 - (a) this would not result in the employees remaining accrued entitlement to paid annual leave being less than 4 weeks; and
 - (b) each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between the Institute and the employee; and
 - (c) the employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.
141. The Institute recognises its OH&S responsibilities to employees and expects supervisors and employees to ensure that annual leave is taken consistently with the purpose of the entitlement.
142. Any annual leave credits in excess of eight (8) weeks are called “excess annual leave credits”.
143. Where an employee has excess annual leave they will be required to use the excess annual leave credits commencing no later than the first working day of the following month. This will be deemed compulsory leave.
144. The Director may defer the commencement of the compulsory leave under clause 143 where:
 - (a) the employee has special circumstances that the Director considers justify the deferral; or
 - (b) there are operational requirements that would be significantly affected by the employee taking the leave at the designated time.
145. Unused annual leave credits will be paid out to the employee at the time of resignation, retirement or conclusion of an employment contract, using their final salary to calculate the payment.
146. Where any public holiday occurs and an employee is entitled to payment during any period of annual leave, the period of the public holiday is not deducted from the employee's annual leave credit and is entitled to payment for the public holiday.
147. Annual leave entitlements accrued by the employee by virtue of prior employment by an Australian Government agency may be transferred to the Institute on a cost neutral basis on the terms set out in the relevant Finance Ministers Orders
148. Where an employee is deceased, any unused leave credit is payable to the deceased estate.

Purchased Leave

149. An employee may elect to purchase one or two weeks of additional annual leave per 12 month period subject to the approval of the Director and in accordance with the Institute's policy.
150. Purchased leave will be accrued on a fortnightly basis and must be accrued prior to the leave being taken. Any unused purchased leave at the end of the 12 month period will be reimbursed to the employee.
151. If an employee's salary increases during the period to which they are accruing purchased leave the contribution rate will be adjusted to reflect the value of the leave based on the employee's new salary (this adjustment will apply to existing purchased leave credits and fortnightly accruals going forward).

Long Service Leave

152. Entitlement to long service leave is covered by the *Long Service Leave (Commonwealth Employees) Act 1976*.
153. 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.

Personal Leave

154. Employees other than casual employees are entitled to 18 working days paid personal leave each year. Part-time employees are entitled to receive equivalent personal leave on a pro rata basis.
155. Personal leave is cumulative, accrues progressively and shall be credited to the employee after each month of continuous service. However, personal leave cannot be cashed out during periods of employment or following termination of employment.
156. Personal leave will not accrue during periods that are not taken to be service (i.e. periods of LWOP not to count as service).
157. Where a new employee demonstrates a reasonable request for paid personal leave in excess of their accrued entitlement within the first six months of employment, the Director shall approve the advance of future leave credits of up to five days.
158. Personal leave will be granted for purposes which include:
 - (a) because the employee is not fit for work due to a personal illness or injury affecting the employee; or
 - (b) to provide care or support to a member of the employee's immediate family or household due to the member being affected by:
 - (i) a personal illness or injury; or
 - (ii) an unexpected emergency.
159. Personal leave cannot be used as a substitute for formal childcare arrangements eg during school holidays.
160. The employee may be granted personal leave at half pay instead of full pay in extraordinary circumstances arising from an employee's illness, injury, medical condition or caring responsibility.
161. Where the employee has exhausted their entitlements to paid personal leave, the employee may take up to 2 days unpaid carer's leave in accordance with Section 102 of the Act on each occasion that a member of the employee's immediate family or household requires care or support because of personal illness or injury or an unexpected emergency affecting the member arises.
162. The employee may take paid compassionate leave in accordance with Section 104 of the Act of 2 days on each occasion that a member of the employee's immediate family or household contracts or develops an illness or sustains a personal injury that poses a serious threat to their life, or dies.
163. Personal leave will not be debited where an employee is absent due to personal illness or injury on a public holiday that the employee would otherwise have observed ie the employee is entitled to payment for the public holiday.
164. Where an employee is ill or injured while on annual leave and applies for personal leave, with medical evidence the annual leave will be re-credited to the extent of the personal leave granted.

Parental Support Leave

165. An employee (other than an employee who is entitled to maternity leave under the *Maternity Leave (Commonwealth Employees) Act 1973*) is entitled to 15 days paid parental support leave if they are not the primary caregiver of a new-born child, adopted child or foster child.
166. Parental support leave must be taken at a time agreed to between the employee and the Director, within 12 months of the date of birth or adoption of the child.
167. A period of parental support leave may be taken at half pay and counts as service for all purposes.
168. In addition, the employee is entitled to parental leave (including adoption leave) in accordance with Division 5 of Part 2-2 of the Act where this is more favourable.

Maternity, Adoption and Fostering Leave

169. An employee who is entitled to maternity leave under the *Maternity Leave (Commonwealth Employees) Act 1973*, is entitled to four weeks paid maternity leave in addition to the minimum entitlement specified in the Act.
170. Adoption and fostering leave will be available on the same basis as the maternity leave entitlement to the primary carer for adoption or fostering of a child who is under 16 years and is not the child of the employee's partner. This includes 16 weeks paid leave as currently available to employees who are entitled to maternity leave.
171. All periods of parental support, maternity, adoption and fostering leave can be taken at half pay.
172. All employees who have received a maternity, adoption or fostering leave entitlement have the right to apply for an extension of LWOP beyond 12 months. Such requests will be considered on the basis of the Institute's operational requirements.
173. On ending unpaid parental or maternity leave, an employee is entitled to return to:
 - (a) The employee's pre-parental/maternity leave position; or
 - (b) If that position no longer exists – an available position for which the employee is qualified and suited nearest in status and pay to the pre-parental/maternity leave position.

Public Holidays

174. Employees will observe the officially proclaimed public holidays for the Australian Capital Territory.
175. Should an employee be located outside the Australian Capital Territory, they shall observe the relevant public holidays in that State.
176. Where the Director and affected employees agree, another day may be substituted for any holiday prescribed under clauses 174 and 175. This also includes the substitution of public holidays for nominated cultural leave as identified under clause 179.

Community Service, Emergency Services, Cultural, and Other Leave

177. Community service leave may be granted to employees in accordance with Division 8 Part 2-2 of the Act where employees engage in eligible community service. Access to unpaid community service leave for emergency services purposes relating to regular training and ceremonial duties is also available to employees.
178. An employee may take up to five days leave per annum for cultural ceremonial and NAIDOC purposes, subject to formal agreement at the commencement of employment or during the PDA process for each year.
179. Cultural, ceremonial and NAIDOC leave can be taken as:
 - (a) A substitute for any officially proclaimed public holiday as identified under clauses 174 and 175 (excluding Christmas and New Year's public holidays and Institute shut down period); or
 - (b) LWOP.
180. Other leave (with or without pay) may also be granted having regard to the operational needs of the Institute to provide flexibility to its employees e.g., emergency or special circumstances not catered for by the personal leave conditions.
181. Other leave may be granted by the Director (or delegate):
 - (a) for the period requested or for another period;
 - (b) with or without pay; and
 - (c) subject to conditions.
182. Other leave without pay totalling more than 30 calendar days per year does not count as service for any purpose.
183. Where an employee is on annual leave and applies for other leave with pay as a result of bereavement, their annual leave will be re-credited to the extent of the grant of other leave.
184. Where other leave is refused the employee will be advised in writing of the reason for the decision.

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

185. 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.
186. 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.
187. 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.
188. 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.
189. Employees are not required to pay their tax free ADF Reserve salary to the Agency in any circumstances.
190. 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.
191. Eligible employees may also apply for Annual leave, long service leave, and leave without pay for the purpose of fulfilling ADF Reserve, CFTS or Cadet Force obligations.
192. Employees are to notify supervisors at the earliest opportunity once the dates for ADF Reserve, CFTS or Cadet Force activities are known and/or changed.

Leave Provisions for Part-time Employees

193. Part-time employees will accrue personal leave on a pro rata basis.
194. Part-time employees will be entitled to maternity leave and/or paternity/parental leave on a pro rata basis.

Employees Receiving Workers' Compensation

195. An employee receiving workers' compensation for more than 45 weeks will accrue personal leave on a basis of hours actually worked.

Portability of leave

196. Where an employee moves (including on promotion or for an agreed period) from another agency where they were an APS employee, the employee's unused accrued Annual leave and Personal/carers leave (however described) will be recognised, provided there is no break in continuity of service.
197. Where an employee is engaged as either an ongoing or non-ongoing APS employee immediately following a period of ongoing employment in the Parliamentary Service or the ACT Government Service, the employee's unused accrued Annual leave and Personal/carers leave (however described) will be recognised.
198. For the purposes of this clause:
 - (a) 'APS employee' has the same meaning as the *Public Service Act 1999*
 - (b) 'Parliamentary Service' refers to employment under the *Parliamentary Service Act 1999*

SECTION I – TRAVEL AND ALLOWANCES

First Aid Allowance

199. A designated First Aid Officer will be paid an allowance of \$20.00 per fortnight.

Travel

200. Travel entitlements for employees when they are required to travel on Institute business shall be in accordance with the Institute's Travel Policy.

201. Travel allowances will be paid through the Institute's payroll system.

202. Overseas travel allowance is comprised of several elements including accommodation, meals and incidentals. All accommodation and meals costs will be fully reimbursed (subject to a reasonableness limit by reference to the ATO published rates). Employees will receive a daily incidentals allowance. In accordance with the Institute's Travel Policy, acquittal will require appropriate supporting documentation.

203. An allowance of \$50.00 per night will be paid to an employee where they stay overnight on official travel at no cost e.g. staying with family or friends.

Relocation Assistance

204. Relocation assistance may be provided to employees in accordance with the Institute's policy.

Loss, Damage and Indemnity

205. The Director may reimburse an employee for loss or damage to clothing or personal effects, which occurred in the course of their work.

SECTION J - REDUNDANCY AND TERMINATION

206. Provisions relating to redundancy and termination are as set out in the Institute's policy and are subject to Part 2-2, Division 11 of the *Fair Work Act 2009*. The main entitlements under this policy include:

Redundancy

207. An ongoing employee excess to the requirements of the Institute and terminated under section 29 of the Public Service Act 1999 is entitled to be paid redundancy pay.
208. For earlier periods of service to count, there must have been no breaks between the periods of service, except where the break in service is less than 1 month and occurs where an offer of employment with the new employer was made and accepted by the employee before ceasing employment with the previous employer.
209. The severance benefit will be calculated on a pro rata basis for any period where an employee has worked part-time hours during their period of service and the employee has less than 24 years full time service.
210. Redundancy pay is to be calculated using the following table, subject to any minimum amount the employee is entitled to under the National Employment Standards, at the employee's base rate of pay for their ordinary hours of work. The maximum payable will be 48 weeks' salary.

Employee's period of continuous service	Redundancy pay period
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
At least 4 years but less than 5 years	8 weeks
For each full year above 4 years	+2 weeks for each year

Retention Periods

211. Where an ongoing employee receives a notice of involuntary termination by the Director under Section 29 of the *Public Service Act 1999*, the following retention (notice) periods will apply subject to clause 212:
- 6 months where an employee has 20 or more years of service or is over 45 years of age; or
 - 3 months for other employees.
212. If an employee is entitled to a redundancy payment under clauses 208 - 210, the retention (notice) period in clause 211 is reduced by the number of weeks redundancy pay that the employee will be entitled to under clause 211 on termination, as at the expiration of the retention period (as adjusted by this clause).

Termination of Employment by Employee (Resignation)

213. An employee may resign giving four weeks' notice in writing to the employer. Such notice period may be reduced to less than one month subject to approval by the Director.
214. Where an employee terminates their engagement and had received assistance for fares and/or uplift and removal costs at the commencement of their engagement, they will be required to reimburse the Institute for such assistance as follows:

Termination within period from initial engagement	Required reimbursement
Up to 6 months	Full
6-12 months	50%
12 or more months	Nil

Termination of Employment by Employer

215. The termination of an ongoing employee is subject to the provisions and notice requirements contained in the *Fair Work Act 2009* and in accordance with s29(3) of the *Public Service Act 1999*.

216. The termination of a non-ongoing employee, if the Director considers that an employee fails or is unable to continue in the performance of their duties, or the duties for which the employee was engaged are no longer required, the Director may terminate the employee's engagement by providing four weeks' notice in writing.

Termination of Employment – Review Mechanism

217. An employee will have the right to bring an action under the *Fair Work Act 2009* in respect of any termination of employment under this Agreement. This will be the sole right of review in respect of such actions.

SECTION K - AGREEMENT AND SIGNATORIES

We the undersigned agree to be covered by the terms and conditions set out in this agreement.

Dated this 16th day of December 2011

FOR AND ON BEHALF OF THE AUSTRALIAN INSTITUTE OF CRIMINOLOGY

Name: Brian Russell

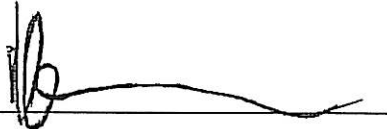
Signature: 

Position: Chief Financial Officer

Address: 74 Leichhardt Street, Griffith ACT 2603

FOR AND ON BEHALF OF THE CPSU

Name: Rupert Evans

Signature: 

Position: CPSU Deputy Secretary

Address: Level 10, 440 Collins Street, Melbourne VIC 3000

ATTACHMENT A – CLASSIFICATIONS AND TOTAL REMUNERATION SCALES

Table A1 – Salary Scales by Classification

This table is based on the assumption that employees are under the PSSdb or PSSap Superannuation Plan and paid at the current contribution rate of 15.4%.

New Classification Titles	APS Classification	Salary Range effective from date of approval (includes 3% payrise)		Salary Range effective from 1 July 2012 (includes 3% payrise)		Salary Range effective from 1 July 2013 (includes 3% payrise)	
		Range		Range		Range	
		from	to	from	to	from	to
Trainee (Technical)	Trainee	\$37,600	\$42,960	\$38,730	\$44,250	\$39,900	\$45,580
Admin Assistant	APS 2	\$46,150	\$50,990	\$47,540	\$52,520	\$48,970	\$54,100
Research Officer I / Admin Officer I	APS 3	\$51,090	\$55,620	\$52,630	\$57,290	\$54,210	\$59,010
Research Officer II / Admin Officer II	APS 4	\$56,650	\$62,830	\$58,350	\$64,720	\$60,110	\$66,670
Research Analyst / Senior Admin Officer I	APS 5	\$64,380	\$71,070	\$66,320	\$73,210	\$68,310	\$75,410
Senior Research Analyst / Senior Admin Officer II	APS 6	\$72,100	\$82,400	\$74,270	\$84,880	\$76,500	\$87,430
Principal Research Analyst / Admin Specialist	EL1	\$84,980	\$99,190	\$87,530	\$102,170	\$90,160	\$105,240
Research Manager / Admin Executive	EL2	\$101,870	\$128,750	\$104,930	\$132,620	\$108,080	\$136,600

----- Soft barrier

Table A2 - Total Remuneration by Classification (based on superannuation contribution rate of 15.4% of superannuation contribution salary)

New Classification Titles	APS Classification	Total Remuneration Range effective from date of approval (includes 3% payrise)		Total Remuneration Range effective from 1 July 2012 (includes 3% payrise)		Total Remuneration Range effective from 1 July 2013 (includes 3% payrise)	
		Range		Range		Range	
		from	to	from	to	from	to
Trainee (Technical)	Trainee	\$43,390	\$49,576	\$44,694	\$51,065	\$46,045	\$52,599
Admin Assistant	APS 2	\$53,257	\$58,842	\$54,861	\$60,608	\$56,511	\$62,431
Research Officer I / Admin Officer I	APS 3	\$58,958	\$64,185	\$60,735	\$66,113	\$62,558	\$68,098
Research Officer II / Admin Officer II	APS 4	\$65,374	\$72,506	\$67,336	\$74,687	\$69,367	\$76,937
Research Analyst / Senior Admin Officer I	APS 5	\$74,295	\$82,015	\$76,533	\$84,484	\$78,830	\$87,023
Senior Research Analyst / Senior Admin Officer II	APS 6	\$83,203	\$95,090	\$85,708	\$97,952	\$88,281	\$100,894
Principal Research Analyst / Admin Specialist	EL1	\$98,067	\$114,465	\$101,010	\$117,904	\$104,045	\$121,447
Research Manager / Admin Executive	EL2	\$117,558	\$148,578	\$121,089	\$153,043	\$124,724	\$157,636

----- Soft barrier

Notes:

1. Where an employee has elected an alternative superannuation fund to the Government superannuation funds (CSS, PSSdb and PSSap), then the salary for that employee will be calculated based on the equivalent level of total remuneration using Table A2.
2. Where persons less than 21 years of age are employed at the AIC Trainee level, they shall be paid the standard percentage of the adult rate according to the standard formula.

3. If the legislative minimum contribution rate to the PSSap should increase then the total remuneration scales will be adjusted accordingly while the additional superannuation contribution is mandated.
4. The fortnightly pay shall be based upon the following formula:

Fortnightly pay = Annual salary x 12/313

This calculation is based on the principal that every year there are 26 pay periods and in the 12th year there are 27 pay periods. Should the government or other legislation change the way fortnightly salary is calculated that change will become the revised calculation under this Agreement.

ATTACHMENT B – MAPPING OF PRIOR TO CURRENT CLASSIFICATIONS

Prior classification	Prior Classification title	Salary with effect 1 July 2010		Current Classification title	APS Classification level	Comparative salary	
		Range from	Range to			Range from	Range to
AIC Trainee	Trainee	\$36,500	\$41,700	Trainee (Technical)	Trainee	\$36,500	\$41,700
AIC Level A	Research Officer / Admin Assistant	\$44,800	\$49,500	Admin Assistant	APS 2	\$44,800	\$49,500
	(With relevant qualification)	\$46,800	\$49,500	Research Officer I / Admin Officer I	APS 3	\$49,600	\$54,000
AIC Level B	Research Officer / Admin Officer	\$50,500	\$61,000	Research Officer II / Admin Officer II	APS 4	\$55,000	\$61,000
AIC Level C	Research Analyst / Senior Admin Officer	\$62,500	\$78,100	Research Analyst / Senior Admin Officer I	APS 5	\$62,500	\$69,000
				Senior Research Analyst / Senior Admin Officer II	APS 6	\$70,000	\$80,000
AIC Level D	Senior Research Analyst / Admin Specialist	\$80,200	\$96,300	Principal Research Analyst / Admin Specialist	EL1	\$82,500	\$96,300
AIC Level E	Research Manager / Specialist / Admin Executive	\$98,900	\$135,300	Research Manager / Admin Executive	EL2	\$98,900	\$125,000

----- Current soft barrier

----- New soft barrier

Note: Where current salary for existing employees at the AIC Level E classification is above the revised 'range to', flexibility clauses will be used to ensure that there is no loss to current entitlements.

ATTACHMENT C - SUPPORTED WAGE SYSTEM

Supported Salary for Employees with a Disability (employment at lower than specified salary levels)

- C1. Employees who have a disability to the extent that they meet the impairment criteria for the Disability Support Pension (DSP) may be employed under this Agreement, and be paid a supported salary appropriate to the classification in which they are employed, at a rate below the salary levels prescribed in this Agreement but no less than the minimum amount payable in accordance with the assessed percentage of capacity in the table below (provided that the minimum shall not be less than the minimum amount determined by Fair Work Australia or its successor).

Assessed productive capacity	% of classification salary
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

- C2. The productive capacity of the employee is to be assessed in accordance with the Supported Wage System.

ATTACHMENT D – PRINCIPLES RELATING TO WORKPLACE DELEGATES

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

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

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

- the right to be treated fairly and to perform their role as workplace delegates without any discrimination in their employment;
- recognition by the agency that endorsed workplace delegates speak on behalf of their members in the workplace;
- the right to participate in collective bargaining on behalf of those whom they represent, as per the Fair Work Act
- the right to reasonable paid time to provide information to and seek feedback from employees in the workplace on workplace relations matters at the AIC during normal working hours;
- the right to email employees in their workplace to provide information and seek feedback, subject to individual employees exercising a right to 'opt out';
- undertaking their role and having union representation on the AIC's workplace relations consultative committee;
- reasonable access to AIC 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 AIC policies and protocols;
- the right to address new employees about union membership at the time they enter employment;
- the right to consultation, and access to relevant information about the workplace and the AIC; and
- the right to reasonable paid time to represent the interests of members to the employer and industrial tribunals.

In discharging any roles that may involve undertaking union business, the rights of union workplace delegates include but are not limited to:

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

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

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

APPENDIX A – DIRECTOR’S KPIs

Indication of meeting performance would be at least 8 out of 10 of the following KPIs being achieved:

1. 100% of trends and issues papers and research and public policy papers are blind peer reviewed. This ensures the quality of the research outputs by the Institute.
2. Reports produced for each of the monitoring programs are issued according to schedule. (e.g. annually, biennially)
3. 23 Peer reviewed Trends & Issues papers and Research in Public Policy papers published
4. 38 Other publications (including Research in Practice papers, Technical and Background papers, Brief, Journal articles, consultancy reports etc)
5. At least 10 Roundtables and other forum held
6. >90% satisfaction of stakeholders with research (according to project mid-term and/or completion survey)
7. Lodgement of research datasets and codebook at the completion of projects.
8. Unqualified audit on end of year Financial Statements
9. Operate within budget approved by the Director.
10. Implementation of Gov 2.0 measures.