



Australian Government

Australian Research Council

ARC Collective Agreement 2007

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PART 1 – INTRODUCTION

1. Title

1.1 This Agreement shall be known as the *ARC Collective Agreement 2007*.

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 Public Service Act).

Agreement: The *ARC Collective Agreement 2007*.

AIRC: The Australian Industrial Relations Commission.

APS: The Australian Public Service.

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

ARC: The Australian Research Council, established under the *Australian Research Council Act 2001* (the ARC Act).

ARC Collective Agreement: The *ARC Collective Agreement 2007*.

AWA: An Australian Workplace Agreement made under section 326 of the *Workplace Relations Act 1996* (the Workplace Relations Act).

Chief Executive: 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.

CEO: The Chief Executive Officer of the ARC.

Collective Agreement: An agreement lodged under section 328 of the Workplace Relations Act applying to a group of employees.

Commonwealth law: has the same meaning as in subsection 350 (2) of the Workplace Relations Act.

COO: The Chief Operating Officer of the ARC.

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.

ED: An Executive Director of the ARC.

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.

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.

Partner: A spouse or a person who stands in a bona fide 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 Policy and Guidelines for Performance Management*.

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.

SRC: The ARC Salary Review Committee.

The/this Agreement: The *ARC Collective Agreement 2007*.

3. Parties bound and covered

3.1 Under section 328 of the Workplace Relations Act, this Agreement is made between, applies to, and binds:

- the CEO of the Australian Research Council;
- ARC employees employed under the Public Service Act, other than those referred to in clause 3; and
- the Community and Public Sector Union (CPSU).

3.2 This Agreement does not apply to:

- a Senior Executive Service (SES) employee as defined in section 34 of the Public Service Act;
- employees in the ARC whose salary is paid by another APS agency or organisation; and
- employees who are covered by a current ARC AWA as defined in the Workplace Relations Act.

4. Salary increases

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

- 4 per cent base salary increase from the first full pay period following the lodgement of the Agreement;
- 4.2 per cent base salary increase from the first full pay period following 12 months after the lodgement of this Agreement; and
- 4 per cent base salary increase from the first full pay period following 24 months after the lodgement of this Agreement.

5. Work and life balance

5.1 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.

6. Mature-aged employees

- 6.1 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.

7. Protected Award conditions

- 7.1 This Agreement is a comprehensive agreement. It excludes the protected award conditions (as defined in the Workplace Relations Act, as amended from time to time) within the APS Award.

Note: The protected award conditions are award conditions that are excluded from the Agreement that would, but for this Agreement, have effect in relation to the employment of employees under this Agreement and relate to the following matters: rest breaks; incentive-based payments and bonuses; Annual Leave loadings; public holidays; monetary allowances; loadings for working overtime or for shift work; penalty rates; outworker conditions; and any other award conditions specified as protected award conditions in Regulations made under the Workplace Relations Act.

8. Commencement and duration of this Agreement

- 8.1 This Agreement commences operation on the day of lodgement with the Workplace Authority. The nominal expiry date of the Agreement is 36 months after the day of lodgement.

9. Closed Agreement

- 9.1 This Agreement exhaustively states the terms and conditions of employment of employees covered by this Agreement other than terms and conditions applying under Commonwealth law.
- 9.2 No extra claims may be pursued in respect of terms and conditions of employment by a party to the Agreement or an employee whose employment is subject to the Agreement, whether or not those claims relate to a matter expressly covered by the Agreement.
- 9.3 The Parties agree that they have no intention to exercise their right to terminate this Agreement pursuant to Part 8, Division 9, subdivision D of the Workplace Relations Act.

10. Policies and guidelines

- 10.1 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 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 10.2.
- 10.2 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.

11. Delegations

- 11.1 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 approve prior to the action occurring.

12. Review of actions

- 12.1 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 in the first instance (an employee may exercise her or his rights of review under the Public Service 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 WR Act, the Employee may choose to use an employee representative at any stage in the process.
- 12.2 Where this right of review is exercised, and does not fail for want of jurisdiction, the Employee will have no right of review with respect to the matter under section 14 of this Agreement. Where an employee seeks a review of actions in accordance with clause 12.1 or under section 33 of the Public Service Act in relation to a matter covered by this Agreement, and does not fail for want of jurisdiction, the Employee will generally have no right of review with respect to the matter under clause 14 except as provided for in clause 12.3.
- 12.3 The Employee has the right to go to the AIRC to settle a dispute where the Employer has not acted on, or commenced action to, implement the recommendations made by the reviewing authority appointed under clause 12.1 or 12.2 within four weeks.

13. Termination of employment

- 13.1 The sole and exhaustive rights and remedies of an employee in relation to termination of employment are those that the Employee enjoys under:
- Division 4 of Part 12 of the Workplace Relations Act;
 - other Commonwealth laws (including the Constitution); and
 - common law.
- 13.2 Termination of, or a decision to terminate, employment cannot be reviewed under the Procedures for Preventing and Settling Disputes at clause 14 or the Review of Actions at clause 12 of this Agreement or section 33 of the Public Service Act.

14. Procedures for preventing and settling disputes

- 14.1 The following are the procedures for preventing and settling disputes between the Employer and employees whose employment is covered by this Agreement about matters arising under the Agreement, but does not override the CEO's legislative powers and responsibilities within the Public Service Act and the Workplace Relations Act.
- 14.2 The parties to this Agreement must ensure that work continues normally and that work practices shall be in accordance with relevant agreements. In instances where a genuine safety issue is involved, employees will not be required to work in an unsafe environment, but will undertake suitable alternative work until the issue is resolved.

- 14.3 It is the responsibility of the parties to this Agreement to take reasonable and genuine steps to prevent or settle disputes. In each instance, the steps taken shall be timely and appropriate to the early settlement of the particular matters in dispute.
- 14.4 Throughout the procedures, employees will have the right to choose to be represented and assisted by a person of their choice. Where employees choose to be accompanied, they will inform their immediate supervisors and/or the relevant level of management. All relevant persons will deal with any such representative in good faith. To avoid doubt, this assistance includes notifying or advising any person or body of the existence of a dispute, or acting as an advocate.
- 14.5 It is agreed that the following procedures will apply:
- a) The Employee will discuss the matter with her or his immediate Supervisor. In circumstances where the matter may relate to the behaviour or actions of the immediate Supervisor, and it would be inappropriate to discuss the matter at that level, the Employee may discuss the matter with the next highest level of management.
 - b) If the matter is not resolved at that level, the parties to a dispute may arrange further discussions involving more senior levels of management, as appropriate.
 - c) If the matter remains unresolved after the internal consultation process has been exhausted, the dispute may be referred to an independent mediator for resolution, provided that the parties to a dispute agree to the person nominated to undertake the mediation. The AIRC may act as mediator with the agreement of both parties.
 - d) The mediator should initially be satisfied that the parties to a dispute have genuinely undertaken the steps outlined above.
 - e) Should mediation prove unsuccessful, the mediator is empowered to make recommendations to the ARC.
 - f) Nothing in the above procedures shall preclude a supervisor from referring the matter to the appropriate level of management in circumstances where that level of management has been by-passed by the Employee concerned.
- 14.6 Consistent with section 711 of the Workplace Relations Act, the AIRC, by this Agreement, is empowered to settle disputes over the application of this Agreement. The decisions of the AIRC shall be accepted by the parties to a dispute.
- 14.7 Performance rating reviews are not subject to dispute settlement arrangements under clause 14.

15. Role and powers of the AIRC

- 15.1 After satisfying clause 14.5(a-d), if a dispute about the application or interpretation of any matter contained in this Agreement remains unresolved the matter may be referred by either of the parties to the dispute, or their representatives, to the AIRC pursuant to section 709 of the Workplace Relations Act for conciliation and/or arbitration.
- 15.2 For the purposes of section 711 of the Workplace Relations Act, the parties to the dispute agree that the AIRC may give all such directions and do all such things as are necessary for the just resolution or determination of the dispute, subject to sub-section 711(2). This may include, but is not limited to:

- (i) conducting a hearing;
- (ii) holding a ballot of affected employees where, in the opinion of the AIRC, such a ballot may assist in the resolution of the dispute;
- (iii) meeting with any party separately during conciliation but with the knowledge of the other party;
- (iv) summoning to appear before the AIRC any party to the dispute, witnesses or persons whose presence the AIRC believes would help in the resolution or determination of the dispute and who are covered by the terms of this Agreement or are an employee of a party to this Agreement;
- (v) requesting the attendance before the AIRC of any witness or person whose presence the AIRC believes would assist in the resolution of the dispute;
- (vi) receiving documents and other material related to the dispute and compelling the production of documents and other material that relate to the dispute in hard copy or electronic form;
- (vii) determining the dispute in the absence of any party or person who has been notified of the dispute or who has been summonsed to appear;
- (viii) convening a compulsory conference;
- (ix) giving directions in the course of, or for, the purpose of procedural matters relating to the dispute;
- (x) deciding when conciliation is ended and arbitration is to begin.

15.3 Without limiting clause 15.2, in carrying out conciliation or arbitration, the AIRC will:

- (i) act according to equity, good conscience and the merits of the case without regard to technicalities and legal form.
- (ii) apply the rules of natural justice and ensure that the parties to the dispute have a reasonable opportunity to be heard.
- (iii) have regard to its established principles and precedent decisions for dealing with disputes, including any precedent decisions in relation to the interpretation and application of this Agreement.
- (iv) exercise the coercive powers referred to in clause 15.2 only in relation to the parties to the dispute.

15.4 A person may be assisted and represented at any stage in the dispute process on the same basis as applies to representation before the AIRC under section 100 of the Workplace Relations Act.

15.5 Without prejudice to either party to the dispute, except where a bona fide safety issue is involved, each party to a dispute must continue to fulfil its obligations under this Agreement and in accordance with established custom and practice at the workplace.

15.6 Any decision or direction the AIRC makes in relation to the dispute shall be in writing and shall be accepted by all affected persons, and the parties agree to comply with any decision or direction, be it final or procedural. Where relevant, a decision shall be accepted as settlement of the dispute and will be complied with, subject to any right of appeal or review that might exist.

- 15.7 All persons involved in the conciliation and/or arbitration shall participate in good faith.
- 15.8 The outcome of any arbitration by the AIRC shall be in writing and accompanied by written reasons unless it is agreed between the parties that reasons are not required.
- 15.9 To assist in the decision-making process, the proceedings before the AIRC may be recorded and transcribed by the AIRC.
- 15.10 Unless otherwise agreed, each party shall bear its own costs. The costs (if any) of the AIRC conciliation and/or arbitration process, including any ballot of employees, shall be paid by the Employer.
- 15.11 The parties agree that any decision that alters the rights or responsibilities of the parties to the Agreement is enforceable in a Court of competent jurisdiction.
- 15.12 Notwithstanding the above, the parties may agree to submit the dispute to a body or person other than the AIRC. To avoid doubt, an attempt to reach such an agreement is not a condition precedent to referring the dispute to the AIRC. Where the parties to a dispute agree to submit the dispute to another body or person, the parties to the dispute agree that:
- (i) all of the above provisions apply;
 - (ii) references to the AIRC in the above provisions will be read as a reference to the agreed body or person; and
 - (iii) all obligations and requirements on the parties to the dispute and other relevant persons in the above provisions shall be complied with.

16. Formal acceptance of this Agreement

16.1 Making of the Agreement

16.1.1 This Agreement is made and approved under section 328 of the Workplace Relations Act.

16.2 Signatories

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

Signed: Date:

Full name:.....

Address:.....

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

Signed: Date:

Full name:.....

Address:.....

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.
- 18.2 Details of the Performance Management System are included at Schedule 2 to this Agreement.

19. Studies assistance

- 19.1 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.
- 19.2 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, staff should consult the ARC's *Studies Assistance Guidelines*.

20. Improving underperformance

- 20.1 If an underperformance issue arises, it will be dealt with in accordance with Sections 81-82 of Schedule 2 to this Agreement.

21. Performance Management System training

- 21.1 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. The CEO will endeavour to explore suitable options for continued development through induction programs and middle management training programs. Training programs may cover subjects such as coaching, mentoring, measuring and reviewing performance, giving and receiving feedback in an appropriate way, supervisory skills for supervisors and incorporating key performance indicators and business planning into a *Performance Agreement*.

PART 3 EMPLOYMENT CONDITIONS/REMUNERATION

22. Pay arrangements

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

23. Salary for part-time employees

23.1 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.

24. Casual employment

24.1 Casual employees may be engaged under this Agreement for duties that are irregular or intermittent.

24.2 Where this occurs, a casual employee will be paid for a minimum of four hours' work per shift, regardless of the hours actually worked if fewer than four hours. Above this minimum, the Employee will be paid for each hour that he or she works. Casual employees do not accrue leave (except Long Service Leave) and are not paid for public holidays (unless they are required to work on a public holiday) but are paid a loading in lieu of leave. Casual employees are not entitled to flex-time.

24.3 The loadings paid are:

- **Monday to Friday:** 20 per cent (unless a public holiday)
- **Saturday:** 50 per cent (unless a public holiday)
- **Sunday:** 100 per cent (unless a public holiday)
- **Public Holiday:** 150 per cent

24.4 For any given day, casual employees will be entitled to only one of the loadings specified above.

25. Determination of salary on commencement or promotion

25.1 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.

25.2 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.

25.3 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.

25.4 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.

26. Supported rates

- 26.1 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.
- 26.2 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 will not be less than \$64 per week.

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

27. Pay point progression

- 27.1 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 80 of Schedule 2 of this Agreement.
- 27.2 Where an employee is rated *Requires Attention* in her or his performance assessment, the rating will normally not be considered by the SRC but will be dealt with in accordance with the procedures for managing underperformance as contained in clauses 81-82 of Schedule 2 of this Agreement.
- 27.3. 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.

28. Classification - Broadbanding

- 28.1 The ARC operates under a broadbanded classification system based on the APS-wide classification structure.
- 28.2 The ARC broadbands, attainment points and pay points are set out in Schedule 1 of this Agreement.
- 28.3 The classification of functions for a position will be determined by the CEO having regard to the *ARC Work Level Standards*.
- 28.4 Within ARC broadbands, pay progression or performance-based advancement beyond attainment points is not automatic.
- 28.5 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*.

29. Temporary performance

- 29.1 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 29.2, Temporary Performance Loading (TPL) will not be paid for periods of less than two weeks. If the Employee is directed to perform a job at a higher level for a period of two weeks 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.
- 29.2 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 two weeks during which the functions of the higher-level position are being performed.
- 29.3 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, 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.

30. Temporary performance loading on leave

- 30.1 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.

31. Choice of Superannuation fund

- 31.1 In recognition of 'Superannuation Choice', the ARC will inform all new employees that they have options regarding superannuation and provide access to information on the available options. Should an employee require advice on the information and options available, it is the responsibility of the Employee to seek professional advice from a registered adviser. The ARC will maintain the rate of 15.4 per cent for Employer contributions where an employee who is eligible for membership of the Public Sector Superannuation Accumulation Plan (PSSap) exercises her or his right to choose a superannuation fund.
- 31.2 The ARC will make superannuation payments to any eligible superannuation fund nominated by the Employee, provided that it accepts payments via fortnightly Electronic Funds Transfer (EFT) and complies with relevant legislative requirements in place at the time. There is no limit on the number of times an eligible employee may choose a superannuation fund.
- 31.3 For those staff who from 1 July 2006 are entitled to choice of superannuation fund but elect not to exercise that choice, the default superannuation fund will be the PSSap.

32. Allowances

32.1 The CEO may increase the rates of travel, meal and motor vehicle allowances.

33. Travel

33.1 Class of travel

33.1.1 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.

33.2 Conditions

33.2.1 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, staff should consult the ARC *Travel Policy*. This is in addition to any motor vehicle allowance that may be payable under clause 34.

33.2.2 Where the CEO is satisfied that a rate is insufficient in specific circumstances, an alternative rate may be provided.

33.2.3 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.

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

33.3 Time off in lieu for time spent travelling

33.3.1 If an employee is travelling on official duty and is required to work longer than 7 hours 30 minutes in a day, the Employee may record the time spent travelling in excess of 7 hours 30 minutes as working hours (single time rates). If the hours are within the bandwidth of 7:00am to 7:00pm the additional hours may be recorded as flex-time. The actual travel time should be agreed on a case-by-case basis between the Employee and her or his Supervisor.

33.4 Assistance with caring responsibilities for travellers

33.4.1 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.

33.5 Overseas travel

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

33.6 Part-day travel allowance

33.6.1 The Part-Day Travel Allowance rate is currently set at \$40 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.

34. Motor vehicle allowance

34.1 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 66 cents per kilometre when using her or his own vehicle.

34.2 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.

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

35. Other corporate allowances

35.1 First Aid Officers, Fire Wardens and Occupational Health and Safety Representatives 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.

35.2 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.

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

35.4 *First aid allowance*

35.4.1 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 \$20 per fortnight for the duration of the appointment.

35.5 *Fire warden allowance*

35.5.1 An employee who is designated by the CEO to undertake the role of fire warden will be paid a fortnightly allowance of \$15 for fire wardens and \$20 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.

35.6 *Occupational health and safety representative allowance*

35.6.1 An employee who has recognised responsibilities as an Occupational Health and Safety Representative will be paid a fortnightly allowance of \$15 (for Deputy Occupational Health and Safety Representatives) and \$20 per (for Occupational Health and Safety Representatives). This allowance will be paid only to employees who have successfully completed a recognised training program approved by the ARC.

35.7 *Overtime meal allowance*

35.7.1 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 \$22 for each meal period.

35.7.2 Where an employee is directed to work for a further five hours in addition to those hours worked in accordance with clause 35.7.1, he or she will receive an additional meal allowance.

35.7.3 Executive level officers, who are not normally entitled to paid overtime, may receive a meal allowance where work is performed consistent with clauses 35.7.1 and 35.7.2.

36. Relocation allowances

36.1 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.

37. Miscellaneous allowances

- 37.1 The CEO may approve the payment of an allowance or other payment, or approve additional conditions of service, from time to time in the manner and under circumstances determined by the CEO.

PART 4 - FLEXIBLE WORK ARRANGEMENTS AND CONDITIONS

38. General provisions of flex-time and attendance

38.1 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 under flex-time arrangements 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 41).

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, 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.

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 40.3 or a flexible working arrangement for Executive Level employees (clause 41.6).

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

Attendance outside standard hours: Where work is performed under flex-time arrangements, an employee's attendance within the bandwidth but outside the standard hours, or outside specified hours in the case of a part-time employee, will be subject to the availability of work and agreement between the Employee and her or his Supervisor. An employee's absence within standard hours is subject to the agreement of the Employee's Supervisor.

39. Non-performance of duties

39.1 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.

40. Overtime

40.1 General provisions

40.1.1 When the CEO directs an employee to work overtime, the overtime is payable for work performed outside the bandwidth or within the bandwidth but outside standard hours.

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

40.1.3 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.

40.2 Minimum payment

40.2.1 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.

40.3 Time off in lieu of overtime (TOIL)

40.3.1 Where the Supervisor 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.

40.3.2 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.

41. Flex-time

41.1 Flex-credit

41.1.1 Flex-time worked in excess of specified hours may be accumulated to be carried over to the next settlement period. Supervisors are to encourage employees to use any credit in excess of 25 hours during the following settlement period.

41.1.2 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 COO.

41.1.3 Any credits outstanding at cessation of employment with the ARC should be paid out at ordinary time.

41.2 Flex-debit

41.2.1 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 or Annual Leave.

41.2.2 Flex-debits will be recovered at cessation.

41.3 Flex-leave

41.3.1 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, the minimum period of notice should normally be 10 working days.

41.4 Sanctions for non-compliance with flex-time provisions

41.4.1 Where an employee has not complied with her or his obligations under the flex-time provisions (clauses 38 to 42), the CEO may require the Employee to work standard hours for a specified period.

41.4.2 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*.

41.5 Rest break

41.5.1 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.

41.5.2 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.

41.5.3 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.

41.6 Executive Level employees

41.6.1 All employees covered by this Agreement may participate in the formal flex-time arrangements at clauses 38-42, provided that employees at the Executive Level do so with the agreement of their supervisor.

41.6.2 An agreement to work formal flex-time would be reached at the commencement of the performance cycle and reviewed at the time of mid- and end-of-cycle performance reviews. The Supervisor may agree to transition an employee to formal flex-time arrangements during the performance cycle at the Supervisor's discretion.

41.6.3 Executive Level employees not covered by flex-time arrangements may, with the agreement of the Employee's Supervisor, have access to TOIL.

41.6.4 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.

42. Work-life balance

42.1 All ARC employees are expected to discuss their working arrangements with supervisors 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 COO may monitor excessive hours with the expectation that supervisors and employees have a

responsibility to ensure that such arrangements are implemented fairly and in consultation with all parties.

- 42.2 The ARC endorses TOIL (or flex-leave) as a means of redressing excessive hours. It is expected that an individual employee and her or his Supervisor would work together to resolve disagreements over working hours. Where agreement cannot be reached, the matter will be resolved by the COO.

43. Public holidays

- 43.1 Employees employed in Canberra, Australia will observe the gazetted public holidays in the ACT each year, including New Year's Day; Australia Day; Canberra Day, which falls on a Monday in March; Good Friday; Easter Saturday; Easter Monday; ANZAC Day; the Queen's Birthday; Labour Day; Christmas Day; Boxing Day; and one of the normal working days between Christmas Day and New Year's Eve Day. employees will be paid salary as if that day were not a public holiday.
- 43.2 Where the ACT Government declares an additional holiday or a substitution for a holiday prescribed in clause 43.1 as an alternative for a specific holiday falling on a weekend, the Employee will observe the gazetted public holiday for the ACT in that year.
- 43.3 An employee and the CEO may come to an agreement to substitute any holiday prescribed above for a cultural or religious day of significance to the Employee.
- 43.4 An employee is not entitled to be paid for a public holiday that occurs during a period for which the Employee is absent on Leave Without Pay. If an employee is on half-paid leave then he or she is entitled to be paid half-pay for public holidays that occur during that period. Where an employee is on a different rate of payment either side of a public holiday due to approved leave, the Employee will be paid at the higher rate for the public holiday.

44. Christmas closedown

- 44.1 All employees will be granted two days' paid leave between Christmas Day and New Year's Day. Where an employee is directed to work during this period, he or she will be entitled to paid leave in lieu to the same extent at a later time, to be taken within 12 months.
- 44.2 Part-time staff normally not working on the days of the week on which the closedown occurs will not be entitled to alternative days off duty.

45. Part-time work

45.1 General provisions

- 45.1.1 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.
- 45.1.2 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.
- 45.1.3 Where the Employee and the Supervisor 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).

- 45.1.4 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.
- 45.1.5 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.
- 45.1.6 An employee will not be required to convert from full-time to part-time hours without her or his agreement.

45.2 Job-sharing

- 45.2.1 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.
- 45.2.2 Individual Job Sharing Agreements will be entered into with each employee.
- 45.2.3 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.

46. 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*.

46.1 Service as a non-ongoing employee

- 46.1.1 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. Any service as a non-ongoing employee that would count for the purpose of accruing Annual Leave will be counted as service for the purpose of the next accrual of Annual Leave as an ongoing employee.

46.2 Portability of accrued Annual Leave and Personal Leave entitlements

- 46.2.1 All existing accrued Annual Leave and Personal Leave credits of existing employees will be recognised.
- 46.2.2 Where an employee joins the ARC on or after the lodgement date from an Employer staffed under the Public Service Act, the *Parliamentary Service Act 1999* or from the ACT Public Service, accrued credits of Annual Leave and Personal Leave or equivalent will be transferred, provided there is no break in continuity of service.

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

- 46.3.1 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 days in excess of 30 calendar days will affect accrual.
- 46.3.2 Unauthorised absences do not count for service for any purposes and are without pay.

46.3.3 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.

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

46.4.1 With the agreement of the Employee, the CEO, Deputy CEO or COO 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.

47. Annual Leave

47.1 *Entitlement*

47.1.1 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.

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

47.2 *ARC day*

47.2.1 Employees will be entitled to an additional day of paid leave for each calendar year, accruing on the date of lodgement of this Agreement. These days will be referred to as 'ARC days' and must be used within each calendar year or before the Employee leaves the ARC, whichever is the sooner.

47.3 *Maximum accrual of Annual Leave*

47.3.1 An employee who has accrued more than 60 days (or three years' credits) will be asked to reduce her or his credits immediately (unless otherwise determined by the COO). Employees will not be directed to reduce their credits by more than one quarter of the total amount of Annual Leave credits.

47.3.2 In some circumstances, subject to receiving agreement from the COO, supervisors may allow Annual Leave balances of more than 60 days to be carried forward for a short period due to operational requirements or agreed leave plans.

47.4 *Cashing out of Annual Leave*

47.4.1 An employee may request to cash out up to a maximum of two weeks' (10 days) Annual Leave credits in any calendar year subject to:

- a) the Employee's having accumulated in excess of four weeks' (20 days) Annual Leave credits;
- b) the Employee's making a written election to forgo the amount of Annual Leave paid out;
- c) the Employee's taking an amount of continuous leave in that calendar year greater than, or equal to, the amount being cashed out; and
- d) the approval of the Employee's immediate Supervisor.

47.4.2 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.

48. Personal Leave

48.1 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;
- short-term care for family or household members who are ill or injured and for whom the Employee has caring responsibility; and
- unplanned events and emergencies.

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

48.2 Ongoing employees

48.2.1 Full-time ongoing employees will be entitled to 18 working days' Personal Leave at full-pay from the date of engagement to the APS and will receive a further 18 days on completion of each year of service, accruing on a real-time basis and credited fortnightly. The entitlement for part-time employees is calculated on a pro rata basis.

48.2.2 Unused credits will be cumulative. Employees will have access to personal leave entitlements as they accrue.

48.3 Non-ongoing employees

48.3.1 A full-time non-ongoing employee who is employed for a specified period will accrue 18 days' paid Personal Leave for each year of APS service, credited on a monthly basis. The entitlement for a part-time non-ongoing employee who is employed for a specified period is calculated on a pro rata basis. Employees who receive a loading on their salary do not accrue Personal Leave.

48.4 Conversion from non-ongoing to ongoing employee

48.4.1 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 48.3.1 in the preceding non-ongoing period.

48.5 Use of Personal Leave

48.5.1 Personal Leave may be paid or unpaid.

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

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

48.5.4 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.

48.5.5 An employee on unpaid Maternity Leave who becomes ill is eligible to be granted Personal Leave for the period of the illness.

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

48.5.7 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).

48.6 Personal Leave at half-pay

- 48.6.1 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.
- 48.6.2 Half-pay Personal Leave is not available for any other absences from work.

48.7 Extended absences

- 48.7.1 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.

48.8 Invalidity retirement

- 48.8.1 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 48.7.1.
- 48.8.2 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/Carer's Leave in credit at the time of retirement. The balances will be converted in accordance with the terms of this Agreement.

48.9 Supporting documentation

- 48.9.1 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.
- 48.9.2 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.
- 48.9.3 A supervisor may request supporting documentation where an employee is considered to have taken excessive periods of unsupported Personal Leave.

49. Definition of family

- 49.1 'Family' includes a person who:
- is a spouse, child, parent, grandparent, grandchild or sibling of the Employee; or
 - is a spouse, child, parent, grandparent, grandchild or sibling of the spouse/partner of the Employee; or
 - stands in a bona fide domestic or household relationship with the Employee.

50. Additional Carer's Leave

50.1 Employees who have exhausted their Personal Leave are entitled to two days' unpaid Carer's Leave for each occasion where a member of the Employee's immediate family or household requires care because of illness, injury or unexpected emergency. 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.

51. War Service Sick Leave

51.1 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*.

52. Miscellaneous Leave

52.1 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.

52.2 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.

52.3 Paid Miscellaneous Leave counts as service.

52.4 The CEO will advise the requesting Employee of a decision to grant or not grant leave.

52.5 The ARC's *Attendance and Leave Policy* provides examples of reasons for which the CEO may grant paid or unpaid Miscellaneous Leave.

53. Compassionate Leave

53.1 An 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.

53.2 To be eligible for Compassionate Leave, the Employee should provide a medical certificate or statement from the medical practitioner treating the person concerned.

53.3 The maximum continuous period of paid Compassionate Leave on a single occasion is two days.

54. Bereavement Leave

54.1 Supervisors may approve up to 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.

55. Defence Force Leave

- 55.1 The CEO may grant an employee Defence Force Leave, with or without pay, to enable the Employee to fulfil Reserve or full-time Australian Defence Force (ADF) service or like obligations.
- 55.2 An employee who is a member of the ADF Reserve may be granted:
- paid leave of up to 20 working days (28 calendar days) each year to fulfil Defence Force training obligations (may accumulate and be used over a two-year period)
 - an additional two weeks' paid leave for the purpose of attending recruit/initial employment training during the Employee's first year of Defence Reserve service.
- 55.3 Paid leave under this clause counts as service for all purposes. Unpaid leave counts as service for all purposes with the exception of Annual Leave.

56. Unpaid Ceremonial Leave

- 56.1 The CEO may grant Ceremonial Leave to Indigenous Australian employees for ceremonial purposes.
- 56.2 The base grant of Ceremonial Leave is 20 days in any two calendar years. It is leave without pay and does not count as service for any purpose.

57. Purchased Leave

- 57.1 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.
- 57.2 A request for Purchased Leave is subject to approval by the CEO, having regard to operational needs.
- 57.3 Purchased Leave counts as service for all purposes.
- 57.4 Once approval has been granted, the arrangement may be varied or cancelled only in extraordinary circumstances.
- 57.5 The minimum period of Purchased Leave that can be taken is one day.
- 57.6 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.

58. Leave for Parenting Purposes

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

59. Maternity Leave

- 59.1 Where the Employee has at least 12 months of continuous APS service, the *Maternity Leave (Commonwealth Employees) Act 1973* (the Maternity Leave Act) provides for a mandatory 12 weeks' paid leave. Employees who do not have 12 months of continuous APS service must still take the 12 weeks' leave but it will be without pay.

- 59.2 An employee who is entitled to paid Maternity Leave in accordance with clause 59.1 will have the option of extending the period of paid Maternity Leave by electing to have some or all of the 12-week period converted to half-pay.
- 59.3 The Employee will have access to an additional three weeks of other paid leave over the entitlements of the Maternity Leave Act. The additional leave can also be converted to half-pay.
- 59.4 The maximum period of leave accessible under the Maternity Leave Act is 52 weeks of paid and unpaid leave from the commencement of the mandatory period.
- 59.5 Periods of unpaid Maternity Leave after the mandatory period 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.
- 59.6 To the extent that it is more favourable, the Employee is entitled to Maternity Leave in accordance with Division 6 of Part 7 of the Workplace Relations Act.
- 59.7 For a pregnancy-related illness, ARC employees are entitled to access Special Maternity Leave provisions as outlined in the Workplace Relations Act. Special Maternity Leave is Leave Without Pay and will count as service where such leave does not exceed a period of four weeks.
- 59.8 For information on the administration of Maternity Leave or Special Maternity Leave, staff should consult the *ARC Attendance and Leave Policy*.

60. Adoption Leave

- 60.1 An employee who is the primary carer will be entitled to 14 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 28 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.
- 60.2 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.
- 60.3 Adoption Leave with pay counts as service for all purposes.
- 60.4 An employee who does not have 12 months' continuous APS service is eligible to apply for Adoption Leave, but only without pay.

61. Supporting Partner Leave

- 61.1 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 or adoption 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.

62. Parental Leave Without Pay

- 62.1 An employee who has at least 12 months' continuous service in the APS is entitled to Parental Leave Without Pay.

- 62.2 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 child. The maximum period of two years is subject to operational requirements and includes periods of other Parental Leave, including Maternity Leave, Adoption Leave or Supporting Partner Leave.
- 62.3 A period of unpaid Parental Leave does not count as service for any purpose.

63. Returning from Parental Leave

- 63.1 All employees returning from Parental Leave (including Maternity Leave) will have access to part-time work for up to two years (until the child's second birthday or, in the case of adoption, the second anniversary of the placement of the child) subject to operational requirements. When an employee returns to work after a period of leave for parenting purposes, the Employee is entitled to return to the position he or she held immediately before the leave. However, if the position no longer exists and the Employee is qualified and able to work in another position, the Employee is entitled to return to that position. If there are two or more such positions, the Employee is entitled to return to the position that is nearer in status and remuneration to her or his former position.

64. Long Service Leave

- 64.1 Employees are entitled to Long Service Leave as provided for in the *Long Service Leave (Commonwealth Employees) Act 1976* (the Long Service Leave Act).
- 64.2 The minimum period of absence for which Long Service Leave will be granted is seven calendar days' full-pay or 14 calendar days at half-pay.

PART 5 - MISCELLANEOUS

65. Salary packaging

- 65.1 Salary packaging arrangements will be available to all ARC employees. Details of salary packaging options are included in the ARC's *Flexible Remuneration Policy*.
- 65.2 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.

66. Arrangements for home garaging of Commonwealth vehicles

- 66.1 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.

67. Working from home

- 67.1 The CEO may agree to an employee's working from home on either a continuing or 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*.
- 67.2 Working from home arrangements may be terminated by mutual agreement or by either the Supervisor 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.

68. Short-term work and carer responsibilities

- 68.1 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*.
- 68.2 Approval for ad hoc periods of working from home may be given for short periods on a case-by-case basis.

69. Minimising health risks

- 69.1 In addition to other arrangements in the Agreement, the ARC will reimburse employees for up to two 'quit smoking' programs per employee.

70. Resignation

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

71. Communication and consultation

- 71.1 The ARC is committed to communicating with, and involving employees in, decisions that affect them.
- 71.2 Employees will be provided with reasonable time and forums/opportunities to discuss matters affecting them. Employee representatives will be provided with reasonable time and equipment to carry out representative functions.
- 71.3 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.

72. PMDC

- 72.1 The PMDC will be responsible for providing advice to the CEO on people management and development issues.
- 72.2 The PMDC will meet up to four times a year, or more frequently if deemed necessary, and provide the Executive Management Group with a formal report within 10 days of each PMDC meeting. The minutes of PMDC meetings will be made available to all staff through the intranet.
- 72.3 The PMDC will be chaired by the COO and include up to two other SES officers. Up to four staff-nominated employees and two other employees or their representatives will be invited to attend.

Schedule 1: ARC PAY RATES AND CLASSIFICATION SYSTEM

ARC BROADBAND	ARC CURRENT PAY LEVELS	ARC PAY LEVELS AT NEW CA 4% 2007 on lodgement	ARC PAY LEVELS AT NEW CA 4.2% 2008 on anniversary of lodgement	ARC PAY LEVELS AT NEW CA 4% 2009 on 2nd anniversary of lodgement	APS CLASSIFICATION
EL 2	\$98,442	\$102,380	\$106,680	\$110,947	EL 2
	ATTAINMENT POINT EL 2				
	\$95,322	\$99,135	\$103,299	\$107,430	EL 2
	\$90,197	\$93,805	\$97,745	\$101,655	
	\$85,352	\$88,766	\$92,494	\$96,194	
EL 1	\$78,977	\$82,136	\$85,586	\$89,009	EL 1
	\$77,052	\$80,134	\$83,500	\$86,840	
	\$75,172	\$78,179	\$81,462	\$84,721	
	\$73,340	\$76,274	\$79,477	\$82,656	
ARC LEVEL 3		\$68,359	\$71,230	\$74,079	APS 6
	\$63,939	\$66,497	\$69,289	\$72,061	
	\$62,197	\$64,685	\$67,402	\$70,098	
	\$60,504	\$62,924	\$65,567	\$68,190	
	\$58,856	\$61,210	\$63,781	\$66,332	
	\$57,252	\$59,542*			
ARC LEVEL 2		\$58,425	\$60,879	\$63,314	APS 5
	\$54,648	\$56,834	\$59,221	\$61,590	
	\$53,159	\$55,285	\$57,607	\$59,912	
	\$51,711	\$53,779*			
	ATTAINMENT POINT ARC 2				
		\$53,778	\$56,037	\$58,278	APS 4
	\$50,302	\$52,314	\$54,511	\$56,692	
	\$48,932	\$50,889	\$53,027	\$55,148	
	\$47,600	\$49,504*			
	ARC LEVEL 1		\$47,836	\$49,845	\$51,839
\$44,743		\$46,533	\$48,487	\$50,427	
\$43,526		\$45,267	\$47,168	\$49,055	
\$42,339		\$44,033*			
ATTAINMENT POINT ARC 1					
		\$44,033	\$45,882	\$47,717	APS 2
\$41,187		\$42,834	\$44,633	\$46,418	
\$40,065		\$41,668	\$43,418	\$45,155	
\$38,974		\$40,533	\$42,235	\$43,924	
\$37,912		\$39,428*			
ATTAINMENT POINT ARC 1					
		\$38,452	\$40,067	\$41,670	APS 1
\$36,050		\$37,492	\$39,067	\$40,630	
\$33,185		\$34,512*			

* Transitional point for staff on bottom pay point at time of CA lodgement

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

Schedule 2: PERFORMANCE MANAGEMENT

73. Key elements

73.1 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 are responsible for facilitating the effective implementation of the PMS in their team. This responsibility is to form part of the Supervisor's own *Performance Agreement*.
- Supervisors 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 staff during the life of the Agreement. All staff are expected to make a reasonable effort to make themselves available for this training.

74. Responsibilities

74.1 *Employee Responsibilities*

74.1.1 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 ARC's organisational behaviours and values; and
- undertake career and skills development activities consistent with their *Career Development Agreement*.

74.2 *Supervisor Responsibilities*

74.2.1 Supervisors should guide employees in the development of their *Performance Agreement* and *Career Development Agreement*. Specifically, supervisors 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.

74.3 The ARC's Responsibilities

74.3.1 The ARC will:

- provide effective training and assistance to supervisors on aspects of the PMS, consistent with clause 74.2 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.

75. Components of the PMS

75.1 The integrated ARC PMS comprises three elements:

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

76. Completion of Performance Agreements and Career Development Agreements

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

76.2 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.

77. Career Development Agreement

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

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

77.3 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.

77.4 The *Career Development Agreement*, on the basis of clauses 77.2 and 77.3, 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 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).

78. Performance Agreements

78.1 Ongoing employees

- 78.1.1 A full performance assessment cycle will operate from 1 July in any one year to 30 June in the following year (the 'annual cycle').
- 78.1.2 The *Performance Agreement* must be closely aligned to the *ARC Strategic Plan 2006-2008* (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*.
- 78.1.3 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.
- 78.1.4 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).

78.2 Non-ongoing employees

- 78.2.1 A non-ongoing employee engaged for a period of two months or more must develop a *Performance Agreement* with her or his Supervisor 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 within two weeks of the changed contractual arrangement.
- 78.2.2 The *Performance Agreement* is to include any matter that the Supervisor 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.
- 78.2.3 At the completion of the first two months of the engagement and each two months thereafter, the Supervisor and the Employee should review progress toward the achievement of the agreed results and provide feedback on performance.

78.3 Ongoing and informal feedback

- 78.3.1 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 at any time.

78.4 Probationary employees

- 78.4.1 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.
- 78.4.2 A period of six months' probation will apply as a condition of engagement.
- 78.4.3 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.

78.5 Objectives of the formal mid-cycle assessment

78.5.1 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 in terms 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 79.2 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 81.

78.5.2 The Supervisor must notify the COO by 28 February of each annual performance cycle that the mid-cycle review has occurred.

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

78.6.1 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 79.2; and
- if necessary, identify specific actions to be implemented to improve the Employee's performance, as described in clause 81.

78.6.2 The Supervisor should provide confirmation to the COO by 31 July of each annual performance cycle that the formal assessment has occurred, consistent with the objectives in clause 78.6.1.

78.7 Informal feedback

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

78.7.2 Informal feedback and discussion does not replace the mutual obligations of supervisors 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 81.

79. The rating scale

79.1 The rating scale at clause 79.2 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.

79.2 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.

80. Pay progression

- 80.1 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).
- 80.2 The SRC will meet in April and October of each year to review the salary level of all non-SES employees.
- 80.3 The Committee will comprise the COO, the Manager of the People Management and Development Section and two other Executive Directors (or a suitable senior line manager) nominated by the CEO. At least three members must be present to form a quorum.
- 80.4 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.
- 80.5 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.

80.6 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.

81. Improving underperformance

81.1 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.

81.2 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 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 82, the Employee will have a period of seven days to respond in writing to this advice, if he or she wishes.

82. Requires Attention performance rating

82.1 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 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; for the purpose of this clause, a middle manager is an EL1 or EL2 officer) and COO before proceeding 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 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 observed by a supervisor 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 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.

82.2 Nothing in clause 82.1 of this Schedule prevents the CEO from terminating the employment of an employee for serious misconduct, without further notice, subject to the CEO's

determining that an employee has breached the Code of Conduct under the Public Service Act.

83. Performance rating review

- 83.1 If an employee and her or his Supervisor cannot agree on the performance assessment, the Employee, in the first instance, should discuss this with the relevant Supervisor'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 83.2.
- 83.2 Where an employee and supervisor continue to disagree over a performance rating and cannot reach a resolution, the matter should be forwarded to the COO or the CEO. Performance Rating reviews are not subject to the dispute arrangements under clause 14.
- 83.3 On request, the Employee may choose to be supported by a third party of her or his choice.

Schedule 3: REDEPLOYMENT, RETIREMENT AND RETRENCHMENT

84. Definition

84.1 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.

85. Application

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

86. Notification of excess employee situation

86.1 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.

87. Offer of voluntary retrenchment

87.1 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 87.2, 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 Public Service Act to an employee before the end of that period without the agreement of the Employee.

87.2 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.

88. Action during consideration period

88.1 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 an employee(s) becoming excess;
- redeployment prospects for 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.

- 88.2 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.

88.3 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.

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

89. Shortening of the consideration period

89.1 The period of two months provided at clause 87.1 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 88.2 and 88.3 and the agreement of the CEO.

89.2 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 95).

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

90. Severance benefit

90.1 Subject to clause 90.2, an employee who accepts an offer of voluntary retrenchment and whose employment is terminated by the CEO under section 29 of the Public Service Act is entitled to be paid a sum equal to two weeks' salary for each completed year of APS service, plus a pro rata payment for completed months of APS service since the last completed year of APS service.

90.2 The minimum sum payable under clause 90.1 will be four weeks' salary and the maximum will be 48 weeks' salary.

90.3 The severance 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 the Employee has fewer than 24 years' full-time service.

91. Service for severance pay purposes

91.1 Service for severance 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* 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 appointed as a result of the transfer of that function to the APS; and
 - (c) such service is recognised for Long Service Leave purposes.

91.2 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 one month and occurs where an offer of employment with the new Employer was made and accepted by the Employee before ceasing employment with the preceding Employer; or
- 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*.

92. Service not to count for severance pay purposes

92.1 Any period of service that ceased pursuant to subsections 29(3) or 29(4) of the Public Service Act or the equivalent previous provisions of the superseded *Public Service Act 1922*, or an equivalent provision under other Commonwealth legislation, including retirement with the payment of a retrenchment benefit or similar payment or a Commonwealth Employer-financed retirement benefit, will not count as service for severance pay purposes.

92.2 Absences from duty that do not count as service for Long Service Leave purposes will not count as service for severance pay purposes.

93. Rate of payment - severance benefit

93.1 For the purposes of calculating any payment under section 90 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 a year immediately preceding the date on which the Employee is given notice of termination under section 29 of the Public Service Act; and
- shift penalties paid up to the certification of this Agreement and/or Shift Allowance introduced under this Agreement, where the Employee has undertaken shift work and is entitled to shift penalties and/or Shift Allowance for 50 per cent or more of the pay periods in the 12 months preceding being given notice of termination. A weekly average of penalties and/or Shift Allowance due over the 12 months will be included in the salary; 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.

94. Period of notice

- 94.1 Where an excess employee agrees to be voluntarily retrenched and the CEO gives notice of termination under section 29 of the Public Service 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.
- 94.2 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.

95. Payment instead of notice

- 95.1 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.

96. Declaration of excess employees

- 96.1 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.
- 96.2 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.

97. Retention period

- 97.1 The retention period will commence on the day the Employee becomes 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 Public Service Act without her or his consent.
- 97.2 The intention of the retention period is 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;
 - 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.

97.3 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 Public Service Act. Termination at the end of the retention period does not attract a severance payment.

97.4 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 seven-month 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.

98. Leave during retention period

98.1 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.

99. Redeployment services

99.1 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 or training.
- Training opportunities will be expected to enhance the employment prospects of the Employee.
- 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.

100. Income maintenance payments

100.1 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.

101. Leave and expenses to seek employment

101.1 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.

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

102. Relocation expenses

102.1 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.

103. Notice periods for reduction in classification

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

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

104.1 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 except that, 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.

105. Review process

105.1 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 12 of this Agreement will apply.