



Australian Government

Australian Research Council

Australian Research Council Enterprise Agreement 2017 – 2020

RESEARCH *for a creative, innovative and productive Australia*



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PART 1 – GENERAL MATTERS

1 Title

- 1.1** This Agreement, made under section 172 of the FW Act shall be known as the *ARC Enterprise Agreement 2017-2020*.

2 Coverage

- 2.1** This Agreement covers and binds the Commonwealth of Australia, represented by the CEO of the Australian Research Council (ARC) and all ARC employees who are employed in accordance with s.22(2) of the *PS Act*, with the exception of any Senior Executive Service (SES) employee.

3 Commencement and Duration

- 3.1** This Agreement will come in to effect (commence) seven days after approval by the Fair Work Commission. This will continue for three years from the date of commencement.

4 Delegations

- 4.1** The Chief Executive Officer may, in writing, delegate to/or authorise a person to perform any of the Chief Executive Officer's functions under this Enterprise Agreement.

5 Policies, Guidelines and Factsheets

- 5.1** The operation of this Agreement is supported by policies, guidelines and factsheets. The policies, guidelines or factsheets do not form part of the Agreement and if there is any conflict between the policies, guidelines or factsheets and the Agreement, the express terms of the Agreement prevail.
- 5.2** The ARC and its employees agree that such policies, guidelines and factsheets will be available to all employees and will be updated as necessary following reasonable consultation with staff through the People Management and Development Committee (PMDC).

6 People Management and Development Committee

- 6.1** The agency is committed to communicating and consulting with employees and, where they choose, their representative about the implementation and operation of this agreement and issues affecting their entitlements and conditions of employment.
- 6.2** The PMDC is a forum through which the CEO consults with employees, in accordance with clauses 5.2 and 6.1 of this agreement, about people management and development issues.
- 6.3** PMDC is comprised of staff-nominated representatives and management representatives and will meet as required during the year in accordance with the *Terms of Reference*.

7 Staff support and representation

- 7.1** The ARC recognises that an employee may, in matters concerning their employment, choose to have a representative of their choice to support or represent them. A representative requested by an employee to act in this capacity may include an elected representative, a union workplace delegate, or a work colleague. The ARC and the employee's nominated representative will deal with each other in good faith.

8 Procedure for preventing and settling disputes

- 8.1** Disputes will be managed in accordance with the procedures outlined at Schedule 4.

9 Review of decision to terminate employment

- 9.1** Termination of, or a decision to terminate, employment cannot be reviewed under the procedures for preventing and settling disputes or under the review of actions procedures at s.33 of the *PS Act*.

PART 2 – CLASSIFICATION AND SALARY RELATED MATTERS

10 Classification Structure and Broadbanding

- 10.1** The ARC broadbands and pay points are set out in Schedule 1 of this Agreement.
- 10.2** The ARC classification structure under the Agreement will consist of the following: -
- Executive Level 2
 - Executive Level 1
 - ARC Level 3 – covering APS Level 6
 - ARC Level 2 – covering APS Level 5 and APS Level 4
 - ARC Level 1 – covering APS Level 3, APS Level 2 and APS Level 1
- 10.3** The classification of functions for a position will be determined by the CEO.
- 10.4** Within ARC broadbands, pay progression or performance-based advancement beyond pay points is not automatic.
- 10.5** In order for an employee to advance through the soft barrier they need to meet the following criteria:
- a) sufficient work is available at the higher classification level; and
 - b) they have gained the necessary skills and proficiencies to perform the more complex work; and
 - c) performance must meet expectations.

11 Salary - Annual productivity salary increases

- 11.1** Employees will receive a productivity salary increase of:
- a) 2% on commencement of the Agreement
 - b) 2% 12 months after commencement
 - c) 2% 24 months after commencement.
- 11.2** No qualifying period applies in relation to an employee's eligibility to receive a productivity salary increase.
- 11.3** The Rates of Pay are contained in Schedule 1 to this Agreement.

12 Salary payment

- 12.1** Employee will be paid fortnightly in arrears by electronic funds transfer into a financial institution account of the employee's choice.
- 12.2** The fortnightly rate of pay is calculated using the following formula: annual rate of pay multiplied by 12 and divided by 313.

13 Salary on commencement, promotion or movement

- 13.1** 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 their 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.
- 13.2** 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.
- 13.3** At the discretion of the CEO, a person moving to the ARC at the same APS classification whose salary in their previous agency (current salary) exceeds the salary attached to the relevant APS classification in this Agreement may be maintained on their current salary until such time as their salary is absorbed by ARC pay increases.
- 13.4** 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.

14 Salary on reduction

- 14.1** Where an employee requests or agrees in writing to perform work at a lower classification level, salary will be determined at a rate applicable to the lower level for the period specified.
- 14.2** Where an employee permanently reduces to a lower classification level, by consent or at the direction of the CEO, the CEO will determine salary within the lower classification level.

15 Part-time employees

- 15.1** Part-time employees' salary and other benefits will be calculated on a pro rata basis according to hours worked, except for allowance reimbursement which will not be pro rata.

16 Casual employees

- 16.1** A casual employee will receive a loading of 20% of salary in lieu of all paid leave entitlements (except Long Service Leave).

17 Supported Wage System

- 17.1** Supported wage rates as set out in Schedule 6 will apply to an employee with disability who is eligible for consideration under the Supported Wage System.

18 Higher Duties

- 18.1** Higher Duties (HD) is work performed at a higher classification.
- 18.2** HD is payable when an employee has performed duties of a higher classification for ten continuous working days or more.
- 18.3** In 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 HD for a period shorter than ten work days during which the functions of the higher-level position are being performed.

- 18.4** Where HD is payable this would normally be at the base pay point of the higher classification. The CEO may approve payment of HDA at a pay point above the base pay point. In considering such an approval, the CEO may take into account the employee's previous periods of HD. Only continuous or aggregated periods of 12 months or more will be taken into account. The employee must be rated as "*Meets Expectations*" or above, and have the relevant skills and experience.
- 18.5** 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 HD will continue during the absence as if the employee was still at work, to the extent of the continued operation of the direction.
- 18.6** A manager may split the HD between employees for development purposes.
- 18.7** An employee may decline a manager's invitation to perform duties temporarily at a higher classification level.

19 Salary Packaging

- 19.1** Salary packaging arrangements will be available to all ARC employees.

20 Individual Flexibility Arrangements

- 20.1** The CEO and an employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of any of the terms of this Agreement, where the arrangement meets the genuine needs of the employee and agency. The arrangement deals with one or more of the following matters:
- a) arrangements about when work is performed;
 - b) overtime rates;
 - c) penalty rates;
 - d) allowances;
 - e) remuneration; and/or
 - f) leave.
- 20.2** The CEO must ensure that a flexibility arrangement agreed to under this clause:
- a) is about permitted matters under section 172 of the FW Act;
 - b) does not include unlawful terms under section 194 of the FW Act;
 - c) results in the employee being better off overall than if no arrangement was agreed to;
 - d) is in writing;
 - e) is signed by both the employee and the CEO and, if the employee is under 18, is signed by their parent or guardian;
 - f) is able to be terminated by either the employee or the CEO giving not more than 28 days written notice, or at any time by agreement between the employee and CEO in writing; and
 - g) is given to the employee within 14 days after it is agreed to.

20.3 The written agreement will include:

- a) the terms of the enterprise agreement that will be varied by the arrangement;
- b) how the arrangement will vary the effect of the terms;
- c) how the employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
- d) the day on which the arrangement commences.

20.4 A flexibility arrangement must be genuinely agreed between the employee and the CEO.

21 Superannuation

21.1 The ARC will make compulsory employer contributions as required by the applicable legislation and fund requirements.

21.2 Where an employee has chosen an accumulation superannuation fund other than the PSS Accumulation Plan (PSSap), the employer contribution will be 15.4% of the fortnightly superannuation contribution salary as that required for employees who are members of PSSap. This will not be reduced by any other contributions made through salary sacrifice arrangements. This clause does not apply where a superannuation fund cannot accept employer superannuation contributions (e.g., the fund is unable to accept contributions for people aged over 75).

21.3 For employees who take paid or unpaid Maternity, Adoption and Foster Carer's Leave employer contributions (based on the employer contribution amount in the full pay period immediately prior to commencing Maternity, Adoption and Foster Carer's Leave) will be made for a period equal to a maximum of 52 weeks, in accordance with the rules of the appropriate superannuation scheme. For employees in PSSap the rules permit employer contributions to be made.

21.4 Employer superannuation contributions will not be paid during periods of unpaid leave that do not count as service, unless otherwise required by legislation or with exception of clause 21.3.

21.5 The CEO may choose to limit superannuation choice to complying superannuation funds that allow employee and/or employer contributions to be paid through fortnightly electronic funds transfer.

PART 3 – FLEXIBLE WORK ARRANGEMENTS AND CONDITIONS

Further information can be found in the *Attendance and Leave Policy*.

22 Attendance

- 22.1** Employees are able to vary working hours within the bandwidth subject to operational requirements, availability of work and the agreement of the Supervisor/ Manager.
- 22.2** Employees are entitled to refuse to work unreasonable additional hours (as defined in section 62(3) of the FW Act). Any additional hours will be appropriately compensated through existing flex-time arrangements (for APS1-6 employees), time off in lieu (TOIL) or overtime provisions.

23 Unauthorised Absence

- 23.1** Where an employee has been absent from duty without approval, all pay and other benefits provided under this agreement cease to be available until the employee resumes duty, is granted leave or ceases employment. Such absence will not count as service for any purpose.
- 23.2** Unauthorised absences may be referred to the CEO to determine the appropriate action under the PS Act.

24 Resignation

- 24.1** Resignations will be in writing and will give at least five working days' notice unless the CEO agrees to a lesser period.

25 Overtime for APS 1-6 Employees

General provisions

- 25.1** An APS 1-6 employee may be required to work reasonable overtime subject to the conditions below. Overtime is payable for work performed outside the bandwidth or within the bandwidth but outside standard hours.
- 25.2** Overtime is to be worked by prior direction or, if the circumstances do not permit prior direction, by subsequent approval in writing.
- 25.3** 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) overtime will be payable at time-and-a-half, in addition to payment for the holiday.
- 25.4** 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.

26 Minimum payment

- 26.1** 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.

27 Time off in lieu (TOIL) for APS staff

- 27.1** Where the Supervisor/ Manager and the Employee agree, TOIL of an overtime payment may be taken on an 'hour for hour' basis with an entitlement to residual payment, or on a penalty time basis.
- 27.2** 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.

28 Flex time

- 28.1** Flextime is available to all APS level employees. All hours must be recorded on the ARC flex sheet.
- 28.2** An employee's pattern of ordinary hours should be agreed between the employee and their manager. These agreed hours may on occasions need to be varied by either the employee or the manager to accommodate operational or personal requirements. In the event that agreement cannot be reached, a manager may direct an employee to work a standard day. A flex credit is where an employee accumulates hours in excess of ordinary hours. An employee may only carry over more than 25 hours flex credit into the next settlement period in exceptional circumstances and where the manager has expressly agreed to the additional hours being worked.
- 28.3** At the end of the following settlement period, any flex-credit in excess of 25 hours may be paid out at ordinary time rates with the approval of the CEO.
- 28.4** Any credits outstanding at cessation of employment with the ARC should be paid out at ordinary time.
- 28.5** A flex debit occurs when the employee works less time than their ordinary hours. A maximum of 12 hours debit can be accumulated and carried over to the next settlement period. An employee carrying over in excess of 12 hours into the next settlement period must use leave without pay or access annual leave for the period in excess of 12 hours. Flex leave is where an employee works less than their ordinary hours on any given day and is not on any other form of leave. Flex leave requires prior approval by the employee's manager.
- 28.6** An employee may use up to four days' flex-leave in a settlement period, subject to operational requirements and reasonable notice. Reasonable notice may vary depending on the circumstances but as a guide to employees and Supervisors/ Managers, the minimum period of notice should normally be 10 working days.
- 28.7** Where there is insufficient work, a manager may require an employee not to work hours in addition to their ordinary hours.
- 28.8** Where an employee's manager considers the employee's attendance is unsatisfactory or that the employee is misusing flex, the employee may be required to work standard hours for a period specified by the manager.

29 Executive Level employees

- 29.1** Flex-time is not available to Executive Level (EL) employees. EL employees (and equivalents) will be required, as senior professionals responsible for delivering key work outputs, to work reasonable additional hours from time to time.
- 29.2** EL employees may, with the agreement of the Employee's Supervisor/ Manager, have access to time off in lieu (TOIL). EL employees can access TOIL where, owing to operational requirements, an EL employee has worked significant additional hours in excess of their ordinary hours of duty. TOIL is ideally suited to address short-term or peak workloads where hours are excessive for short periods.
- 29.3** In relation to EL employees, the use of TOIL allows for short-term absences, including full day absences, with the agreement of the Employee's Supervisor/ Manager. It should be noted that TOIL for EL employees is not approved on an hour for hour basis.
- 29.4** Further information can be found in the *Executive Level Time off in Lieu (TOIL) Policy*.

30 Rest break

- 30.1** 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.
- 30.2** 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.
- 30.3** 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.

31 Flexible Working Arrangements

- 31.1** An employee may request flexible working arrangements.
- 31.2** If an employee makes a request for a flexible work arrangement, and the circumstances referred to in section 65 of the FW Act apply:
 - (a) the request may only be refused by the CEO on reasonable business grounds, and
 - (b) the CEO must provide a written response to a request for flexible working arrangements within 21 days, stating whether the CEO grants or refuses the request (and if applicable, the reasons for the refusal).
- 31.3** If the circumstances referred to in section 65 of the FW Act do not apply, a request may be made for a flexible working arrangement.
- 31.4** At any time employees may request flexible working arrangements and the ARC will make all reasonable attempts subject to operational requirements to accommodate such requests. This shall include requests for part-time work, job-sharing and purchased leave. Further information can be found in the *Attendance and Leave Policy*.

32 Full-time work

- 32.1** A full-time employee is an employee whose ordinary hours are 75 hours in a settlement period.
- 32.2** The standard working day is 7 hours 30 minutes.
- 32.3** An employee should 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 agreement of the Supervisor/Manager, can claim time off on lieu.
- 32.4** An employee must not work more than 5 hours without an unpaid break of at least 30 minutes.

33 Part-time work

- 33.1** A part-time employee is an employee whose ordinary hours are less than 75 hours in a settlement period. A part-time employee is not expected to work outside their agreed hours. 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.
- 33.2** Annual and personal leave, will be calculated on a pro rata basis.
- 33.3** 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.
- 33.4** Where the Employee and the Supervisor/Manager agree to the part-time Employee's working outside the agreed hours, the ARC will reimburse the Employee, on production of receipts, for any additional expenses incurred (over normal arrangements).
- 33.5** An employee will not be required to convert from full-time to part-time hours without his or her agreement.

34 Job-sharing

- 34.1** 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.

35 Public holidays

35.1 Employees will be entitled to the following public holidays:

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

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

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

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

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

36 Christmas closedown

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

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

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

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

37 Portability of leave

- 37.1** Where an employee joins the ARC on an ongoing or non-ongoing basis from an employer staffed under the PS Act, the *Parliamentary Service Act 1999* or from the ACT Government Service, accrued annual and personal leave (however described) will be recognised or transferred, provided there is no break in continuity of service.
- 37.2** Service with organisations where the employee was previously employed under the PS Act, the *Parliamentary Service Act 1999*, or with the ACT Government Service may be recognised for personal leave purposes if the break in service is not more than two calendar months. Where a redundancy payment was received by the Employee the service with the previous employer will not be recognised for Personal Leave purposes. Prior service will be recognised for Long Service Leave purposes in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.

38 Deferral of leave accruals

- 38.1** Where an employee takes 30 or more days leave without pay in a calendar year it does not count as service for annual and personal leave purposes.
- 38.2** Unauthorised absences do not count for service for any purposes and are without pay.
- 38.3** 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.

39 Cancellation of leave or recall to duty from leave

- 39.1** If an employee is recalled to duty from leave by the employer, the employee will be recredited the period of leave equivalent to the ordinary hours worked and may be reimbursed where these costs are not otherwise recoverable from another source.

40 Annual Leave

- 40.1** A full-time employee is entitled to 20 working days' paid annual leave for each year of completed service. Part-time employees are entitled to annual leave on a pro-rata basis. Annual Leave accrues progressively.
- 40.2** With the approval of the CEO an employee may access Annual Leave as soon as it accrues.
- 40.3** An employee may apply to take Annual Leave at half pay provided that the period of absence is for at least two working days and not more than 10 working days. Annual leave credits taken at half pay will only be deducted at half the specified duration. Annual Leave at half pay will not normally be taken in conjunction with other approved leave, except under the Parenting Leave provisions of Maternity Leave, Adoption Leave and Foster Carer's Leave during the first 52 weeks.
- 40.4** Employees will be encouraged to take regular leave and as such will be expected to not accrue more than 60 days (or three years' credits) of Annual Leave.

41 Cashing out of Annual Leave

- 41.1** Employees may request to cash out accrued annual leave once per year provided they retain a minimum balance of 20 days and have taken a period of leave (Annual or Long Service Leave) in the same year equal to the amount of leave being cashed out.
- 41.2** Employees must request each cashing out of annual leave by a separate agreement in writing between the employee and the Manager.
- 41.3** Employees will be paid the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.

42 Purchased Leave

- 42.1** With the approval of the CEO, employees may request to purchase between 5 and 40 working days of additional annual leave in a 12-month period, with salary deductions for the nominated period(s) averaged over the whole year.
- 42.2** The minimum period of Purchased Leave that can be taken is one day per occasion.
- 42.3** 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 must finalise the current arrangements prior to leaving the ARC.

43 Personal Leave

- 43.1** A full-time employee is entitled to 18 working days' paid personal leave for each year of completed service. Part-time employees are entitled to personal leave on a pro-rata basis.
- 43.2** The employee will receive an initial upfront credit of 18 days upon engagement to the APS.
- 43.3** Personal Leave accrues on a real-time daily basis progressively.
- 43.4** Personal leave is cumulative but will not be paid out on termination.

44 Use of Personal Leave

- 44.1** Personal leave may be used in the following circumstances:
 - a) where the Employee is unfit for duty because of illness or injury or to attend a medical appointment;
 - b) to care for immediate family or household members who are ill or injured; and
 - c) unexpected emergencies that affect the employee's immediate family or household member.
- 44.2** Where an employee has exhausted their paid personal leave entitlements they may be entitled to unpaid personal leave.
- 44.3** Employees may be granted personal leave at half pay instead of full pay where extraordinary circumstances exist. Personal leave taken at half pay will only be deducted at half the specified duration.
- 44.4** Where an employee is granted unpaid Personal Leave, the period of leave will count as service for all purposes.
- 44.5** Personal Leave will not be debited for public holidays that the Employee would have observed.

- 44.6** An employee on unpaid Parenting Leave, Maternity, Adoption or Foster Carer's Leave and Parental Leave without Pay who becomes ill or is required to care for a family/household member who is ill or injured or has an unexpected emergency is eligible to be granted Personal Leave for the period of the illness provided suitable documentation is provided.
- 44.7** 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 conditions).

45 Supporting documentation

- 45.1** Reasonable evidence will be evidence that would satisfy a reasonable person that the leave was taken for a permitted use as described in this Part. This would generally be either a medical certificate or a statutory declaration. For leave other than personal injury, illness or caring purposes, suitable written reasons must be provided to an employee's manager.
- 45.2** No more than three consecutive days of personal leave may be taken without medical or other evidence.
- 45.3** A manager may request that reasonable evidence be provided where there is reasonable doubt that the absence taken is not for which personal leave is intended.
- 45.4** Where an employee does not provide the requested reasonable evidence any personal leave will ordinarily be without pay.

46 Additional Carer's Leave

- 46.1** An employee who has exhausted their Personal Leave is entitled to two days' unpaid Carer's Leave for each permissible occasion as defined in section 102 of the FW Act. The Employee must in this case provide reasonable evidence, such as medical certificates from registered medical practitioner or statutory declaration detailing the reason for the leave. This leave will count as service for all purposes.

47 War Service Sick Leave

- 47.1** Employees may be eligible to be granted war service sick leave to employees who are unfit for duty because of a war-caused or defence-caused condition.
- 47.2** A war-caused condition means an injury or disease of an employee that has been determined under the relevant legislation to be war-caused or defence-caused.
- 47.3** Eligible employees will accrue a special credit of nine weeks on commencement in the APS and an annual credit of three weeks for each year of APS service. Unused credits will accumulate to a maximum of nine weeks.

48 Invalidation retirement

- 48.1** Employees will not, without their consent, be retired on invalidity grounds before their Personal Leave credits have been used, except as otherwise provided in legislation.

49 Miscellaneous Leave

49.1 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 may be 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.

49.2 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.

50 ARC day

50.1 Employees will be entitled to an additional day of paid leave for each calendar year. This day will be referred to as an 'ARC day' and must be used within each calendar year or before the Employee leaves the ARC, whichever is the sooner. The ARC day is not cumulative and will not be paid out on separation.

51 Compassionate/Bereavement Leave

51.1 An employee is entitled to a period of three days of paid compassionate/ bereavement leave for each occasion when a member of the employee's family or household contracts or develops a personal illness or sustains a personal injury that poses a serious threat to his or her life, or dies.

51.2 An employee may be required to provide reasonable evidence to the CEO in support of an application for compassionate leave.

51.3 A casual employee may access two days of unpaid leave on each occasion that Compassionate Leave is required.

52 Community Service Leave

52.1 Employees will be entitled to paid leave for the purposes of engaging in community service activities, including jury service and emergency management activities, as per section 108 of the FW Act.

52.2 Leave for community service personnel for emergency services duties encompasses leave for required regular training, all emergency services responses, reasonable recovery time and ceremonial duties.

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

- 53.1** An employee may be granted leave (with or without pay) to enable the employee to fulfil Australian Defence Force (ADF) Reserve and Continuous Full Time Service (CFTS) or Cadet Force obligations.
- 53.2** An employee is entitled to leave with pay, of up to four weeks during each financial year, and an additional two weeks paid leave in the first year of ADF Reserve Service, for the purpose of fulfilling service in the ADF Reserve.
- 53.3** With the exception of the additional two weeks in the first year of service, leave can be accumulated and taken over a period of two years.
- 53.4** Defence Reserve leave counts as service for all purposes, except for unpaid leave to undertake Continuous Full Time Service (CFTS). Unpaid leave for the purpose of CFTS counts as service for all purposes except Annual leave accrual.

54 Long Service Leave

- 54.1** An employee is eligible for long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.
- 54.2** The minimum period of long service leave that an employee can take at any one time is seven calendar days (or fourteen calendar days half pay). Long service leave cannot be broken with other periods of leave, except as otherwise provided by legislation.

55 Leave for Parenting Purposes

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

56 Supporting Partner Leave

- 56.1** Employees will be entitled to two weeks' paid Supporting Partner Leave, which can also be taken as four weeks' leave at half-pay, immediately following the birth, adoption or long-term fostering of a child. In all cases, only the period for which full-pay would normally have been received will count as service for all purposes.
- 56.2** Supporting Partner Leave is only available to employees who are not entitled to Maternity Leave, Adoption Leave or Foster Carer's Leave.

57 Maternity and Parental Leave (Adoption and Permanent Fostering)

- 57.1** Employees who are pregnant, or who have given birth are covered by the provisions of the Maternity Leave (Commonwealth Employees) Act 1973 (the ML Act).
- 57.2** Employees with an entitlement to paid leave under the ML Act are provided with an additional 3 weeks of paid leave, to be taken continuous with an entitlement to paid maternity leave.
- 57.3** Employees who adopt or permanently foster a child are entitled to up to 52 weeks of parental leave. For primary caregivers, up to 15 weeks of that leave will be paid leave, commencing from the time of placement of the child, provided the employee satisfies the same qualifying requirements as those required to receive paid leave in accordance with the ML Act.
- 57.4** Employees are entitled to parental leave for adoption or permanent foster care when that child:
- a) is under 16 years of age;
 - b) has not, or will not have, lived continuously with the employee for a period of 6 months or more as at the day (or expected day) of placement; and
 - c) is not (otherwise than because of the adoption) a child of the employee or the employee's spouse/partner.
- 57.5** Documentary evidence of approval for adoption or enduring parental responsibilities under formal fostering arrangements must be submitted when applying for parental leave for adoption or permanent foster carer purposes.
- 57.6** Employees who are eligible for paid maternity or parental leave may elect to have the payment for that leave spread over a maximum of 30 weeks at a rate no less than half normal salary. Where payment is spread over a longer period, only half of the total weeks of the leave period will count as service.
- 57.7** On ending the initial 52 weeks of maternity or parental leave, employees may request an extension of unpaid parental leave for a further period of up to 52 weeks. The second period of unpaid leave is to commence immediately following the initial 52 week leave period.
- 57.8** Unpaid maternity or parental leave will not count as service for any purpose except as provided for under legislation.
- 57.9** This leave is inclusive of public holidays and will not be extended because a public holiday or Christmas closedown falls during a period of paid or unpaid maternity or parental leave. On ending maternity or parental leave, employees have the return to work guarantee and the right to request flexible working arrangements that are provided by the *Fair Work Act 2009*.
- 57.10** Periods of unpaid Maternity Leave after the first 15 weeks of paid leave will not count as service for any purpose. For employees who do not have the 12 months' qualifying service, the first 15 weeks of Maternity Leave will count as service for all purposes, whether or not the leave is with pay. Any period of Maternity Leave extending beyond the first 15 weeks will be treated as unpaid Maternity Leave and will not count as service.

58 Returning from Parenting Leave

- 58.1** On ending Parental Leave, Maternity Leave, Adoption Leave or Foster Carer's Leave (Parenting Leave) an employee is entitled to return to:
- a) the Employee's pre-Parenting Leave duties; or
 - b) if those duties no longer exists - an available position for which the Employee is qualified and suited at the same classification and pay as applied pre-Parenting Leave. Where this is not practical, other duties will be sought, with the redeployment, reduction and redundancy provisions applying to any placement.
- 58.2** All employees returning from Parenting Leave (including Maternity Leave, Adoption Leave and Foster Carer's Leave) will have access to part-time work to assist the employee to care for a child who is school age or younger, subject to operational requirements.

PART 4 - ALLOWANCES

59 Motor Vehicle Allowance

- 59.1** 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. Where so authorised, an employee will be entitled to a motor vehicle allowance at a rate equivalent to that set by the Australian Taxation Office for claiming a deduction for car expenses via the cents per kilometre method.
- 59.2** 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 transport.
- 59.3** An employee will not be authorised to use their private vehicle for official purposes if the vehicle is not comprehensively insured.

60 Healthy Lifestyle Allowance

- 60.1** The ARC actively promotes employee activities that lead to a healthy lifestyle. The allowance of \$250 for ongoing employees and non-ongoing employees with at least 12 months continuous service is available per calendar year, for health-related lifestyle expenses. Further information can be found in the *ARC's Healthy Lifestyle Policy*.

61 Overtime meal allowance

- 61.1** Where an employee below Executive Level 1 is directed to work overtime:
- for a period of 3 hours or more, the employee will be paid a meal allowance; and
 - for a period of 5 hours or more on a weekend or public holiday, the employee will be paid an additional meal allowance.
- 61.2** The amount of the meal allowance will be \$25.65.
- 61.3** Meal Allowance will increase by 2% 12 months after the commencement and a further 2% 24 months after the commencement.

62 Workplace Responsibility Allowance

- 62.1** First Aid Officers, Fire Wardens, Workplace Health and Safety Representatives and Harassment Contact Officers receive an allowance. These allowances will continue to be paid during periods of paid leave less than a 4-week period that the Employee continues to have the recognised responsibilities.
- 62.2** The allowance will be paid to employees on a fortnightly basis for undertaking each of the following Workplace Responsibility roles:

First Aid Officer	\$ 23.45
Fire Warden	\$ 17.85
Floor Warden	\$ 25.65
Health and Safety Representative	\$ 25.65
Deputy Health and Safety Representative	\$ 17.85
Harassment Contact Officer	\$ 25.65

- 62.3** Workplace Responsibility allowances will increase by 2% 12 months after commencement and a further 2% 24 months after commencement.
- 62.4** To be eligible to receive payment of the Workplace Responsibility Allowance, an employee must:
- a) be formally selected and agree to perform the role; and
 - b) have successfully completed the required training and gained applicable certification where required; and
 - c) have ongoing participation in the role.
- 62.5** Where an employee covers two or more roles (First Aid Officer and/or Fire Warden and/or Workplace Health and Safety Representative), only one allowance will be paid per fortnight. The allowance paid will be at the higher rate where this applies.
- 62.6** Only First Aid Allowance is included as salary for superannuation purposes.

63 Restriction Allowance

- 63.1** Where an employee is required to remain contactable and available to perform extra duty outside the employee's standard hours of duty the employee will be paid a restriction allowance while they are restricted outside the standard hours of duty.
- 63.2** An Executive Level employee will only be eligible to receive Restriction Allowance payments under this Agreement in exceptional circumstances and with the approval of the CEO.
- 63.3** Restriction Allowance:
- is payable whether or not the restricted employee is required to perform duty outside their standard hours of duty;
 - will be paid at the rate of 7.5% of standard hourly rate for weekdays and 10% of the hourly rate for Saturdays and Sundays and 15% of the hourly rate for public holidays;
 - is not paid during any periods of overtime or emergency duty; and
 - will not be paid if the employee is not contactable.
- 63.4** An alternative rate of Restriction Allowance may be determined by the CEO having regard to the circumstances of the restriction situation.
- 63.5** Where a restricted employee is required to perform duty, they will be paid overtime subject to:
- a one hour minimum payment when work is performed without the necessity to travel to the workplace;
 - a three hour minimum payment including travel time if work is required to be performed at the workplace.
- 63.6** Where a restricted Executive Level employee is required to perform duty, they will only be eligible to be paid overtime in exceptional circumstances.

64 Professional Association Costs

- 64.1** The ARC may pay professional association membership costs that are deemed relevant to the operational needs of the ARC. The membership for the relevant professional association must be linked to the current duties and responsibilities of the employee.

65 Travel

65.1 *Class of travel*

65.2 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.

65.3 Employees may upgrade to Business Class (for domestic or international travel) where the duration of the flight exceeds four hours and the CEO approves the upgrade.

65.4 *Conditions*

65.5 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 further information, employees should consult the *ARC Travel Policy*.

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

65.7 Where an employee is expected to travel more than ten times in a calendar year the employee will be entitled to airline club membership.

66 Loss or damage to personal effects and clothing

66.1 The CEO may authorise reimbursement to cover the loss or damage to an employee's clothing or personal effects which resulted from the performance of their duties. Further information can be found in the ARC's *Loss or Damage to Personal Effects and Clothing Policy*.

67 Part-day travel allowance

67.1 Where an employee is required to travel for official business purposes for a period of ten hours or more, but no overnight stay is required, a part day travel allowance of \$44.85 will be payable.

68 Relocation Reimbursement

68.1 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.

PART 5 – WORK ENVIRONMENT

69 Discrimination and Harassment-Free Workplace

- 69.1** All ARC employees will be required to complete a training course on preventing and dealing with bullying and harassment annually.
- 69.2** Further information is available in the *ARC's Harassment-Free Workplace Policy*.

70 Workplace Diversity

- 70.1** The ARC is committed to promoting and supporting workplace diversity and to creating an environment that values and utilises the contributions of people with different backgrounds, experiences and perspectives. The agency is an inclusive organisation that values fairness, equity and diversity consistent with the APS Values and Code of Conduct.
- 70.2** The ARC shall continue to implement measures to improve the career pathways of Aboriginal and Torres Strait Islander employees, employees with a disability and employees from culturally and linguistically diverse backgrounds. This shall include, but not be limited to, additional training and mentoring programs, where required.
- 70.3** Further information is available in the *ARC's Workplace Diversity Plan*.

Schedule 1: ARC PAY RATES AND CLASSIFICATION SYSTEM

Further information can be found in the Clause 10 - Classification Structure and Broadbanding

Classification	Increment	Current	Commencement	12 Months	24 Months
			2.00%	2.00%	2.00%
EL 2.2	EL2.22	\$128,967	\$131,546	\$134,177	\$136,861
	EL2.21	\$124,871	\$127,368	\$129,916	\$132,514
EL 2.1	EL2.13	\$124,571	\$127,062	\$129,604	\$132,196
	EL2.12	\$120,914	\$123,332	\$125,799	\$128,315
	EL2.11	\$114,414	\$116,702	\$119,036	\$121,417
EL 1	EL1.4	\$102,685	\$104,739	\$106,833	\$108,970
	EL1.3	\$100,180	\$102,184	\$104,227	\$106,312
	EL1.2	\$97,739	\$99,694	\$101,688	\$103,721
	EL1.1	\$95,355	\$97,262	\$99,207	\$101,191
APS 6	APS6.5	\$83,376	\$85,044	\$86,744	\$88,479
	APS6.4	\$81,105	\$82,727	\$84,382	\$86,069
	APS6.3	\$78,896	\$80,474	\$82,083	\$83,725
	APS6.2	\$76,749	\$78,284	\$79,850	\$81,447
	APS6.1	\$74,657	\$76,150	\$77,673	\$79,227
APS 5	APS5.3	\$71,260	\$72,685	\$74,139	\$75,622
	APS5.2	\$69,320	\$70,706	\$72,121	\$73,563
	APS5.1	\$67,431	\$68,780	\$70,155	\$71,558
APS 4	APS4.3	\$65,592	\$66,904	\$68,242	\$69,607
	APS4.2	\$63,808	\$65,084	\$66,386	\$67,714
	APS4.1	\$62,069	\$63,310	\$64,577	\$65,868
APS 3	APS3.3	\$58,345	\$59,512	\$60,702	\$61,916
	APS3.2	\$56,756	\$57,891	\$59,049	\$60,230
	APS3.1	\$55,212	\$56,316	\$57,443	\$58,591
APS 2	APS2.4	\$53,706	\$54,780	\$55,876	\$56,993
	APS2.3	\$52,244	\$53,289	\$54,355	\$55,442
	APS2.2	\$50,823	\$51,839	\$52,876	\$53,934
	APS2.1	\$49,437	\$50,426	\$51,434	\$52,463
APS 1	APS1.2	\$46,900	\$47,838	\$48,795	\$49,771
	APS1.1	\$45,730	\$46,645	\$47,577	\$48,529

SUMMARY OF ALLOWANCES

Allowance	Current	Commencement	12 Months	24 Months
Meal	\$25.15	\$25.65	\$26.15	\$26.65
First Aid	\$23.00	\$23.45	\$23.90	\$24.40
Fire warden	\$17.50	\$17.85	\$18.20	\$18.55
Floor Warden	\$25.15	\$25.65	\$26.15	\$26.65
Health and Safety Representative	\$25.15	\$25.65	\$26.15	\$26.65
Deputy Health and Safety Representative	\$17.50	\$17.85	\$18.20	\$18.55
Harassment Contact Officer	\$25.15	\$25.65	\$26.15	\$26.65
Part Day Travel Allowance	\$44.00	\$44.85	\$45.75	\$46.65

Schedule 2: PERFORMANCE AND DEVELOPMENT

71 Performance Arrangements

- 71.1** There is an obligation that all employees will participate in the Performance and Development Scheme and have a current performance and development agreement in place, except non-ongoing employees engaged for less than three months. Further information is available in the *Performance and Development Policy*.
- 71.2** A full performance assessment cycle will operate from 1 July in any one year to 30 June in the following year (the annual cycle).
- 71.3** In each annual cycle, there will be two formal assessment points:
- Mid –cycle and
 - End of cycle
- 71.4** The ARC Performance Development Scheme will include the following:
- a) Employee and manager responsibilities
 - b) A Career development agreement and a performance agreement
 - c) Rating Scales
 - d) Informal feedback
 - e) Access to a performance review

72 Underperformance Arrangements

- 72.1** Where underperformance is identified, the ARC will work with affected employees and their manager/supervisor to attain and sustain the standard required.
- 72.2** Underperformance is identified when a manager/supervisor makes an assessment that an employee's performance is unsatisfactory.
- 72.3** Underperformance will be dealt with having regard to the principles of fairness and natural justice. The effected employee may bring a support person to support them to any discussion. Further information is available in the *Performance and Development Policy*.

73 Pay point progression

- 73.1** Where an employee is rated as meets expectations or above they will be eligible for progression if not yet on the top pay point of their APS classification.
- 73.2** 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. Further information is in the *Performance and Development Policy*.

74 Learning and development

- 74.1** The ARC will identify learning and development needs of employees annually through the Performance Development System and a training needs analysis. There will be a coordinated approach to developing learning and development programs drawing on the work level standards, training needs analysis, public sector competencies and other relevant material.

75 Studies Assistance

- 75.1** As part of the Performance Development Scheme, the ARC encourages its employees to undertake formal study in fields relevant to the achievement of its corporate goals. Assistance may be provided to an employee to undertake formal courses of study at tertiary and higher education institutions. For more information on the administration of the studies assistance, employees should consult the *ARC's Studies Assistance Policy and Guidelines*.

Schedule 3: MANAGEMENT OF EXCESS EMPLOYEES

76 Application

76.1 The following provisions apply to all employees, excluding employees serving a probationary period and non-ongoing employees.

76.2 An employee is an excess employee if:

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

77 Discussion period

77.1 Where an excess employee situation is identified, a discussion period of up to four weeks will occur with the employee during which the CEO will:

- advise the employee(s) directly affected, and their chosen representatives if any, of the situation, the reasons and scope
- discuss the voluntary redundancy and reassignment processes with affected employees
- hold discussions with the employee(s), and their chosen representatives if any,
- offer the affected employee(s) voluntary redundancy.

78 Voluntary redundancy offer

78.1 The offer must state when the CEO proposes to issue the termination notice if the offer is accepted.

78.2 The offer must include the following information to assist the employee in their considerations:

- amount payable as redundancy pay, pay in lieu of notice and accrued annual and long service leave credits
- amount of accumulated superannuation contributions
- superannuation options
- taxation rules applicable to the various payments

79 Consideration period

- 79.1** The employee(s) will have four weeks in which to consider the offer of voluntary redundancy. An employee who has received an offer of voluntary redundancy must advise the CEO, in writing, before the end of the consideration period whether they wish to be considered for re-assignment or voluntary redundancy.
- 79.2** If the employee does not respond, the employee will be taken to have a preference to be considered for reassignment, and their retention period will commence in accordance with clause 85.
- 79.3** Employees will become excess at the end of their consideration period unless during this time their employment has been terminated, they have been redeployed or the CEO decides they are no longer in an excess situation.
- 79.4** Should the employee request and receive an earlier termination date that falls within the consideration period, the employee will be entitled to receive payment for the unexpired portion of the consideration period.

80 Career transition assistance

- 80.1** At the time the employee is offered a voluntary redundancy or as soon as possible thereafter but, in any event, no later than four weeks after the voluntary redundancy offer, excess employee(s) will be offered career transition assistance which may include:
- advice on the re-assignment and redundancy process
 - a point of contact for individual queries
 - assistance with identifying re-assignment opportunities and/or
 - training/redeployment assistance.

81 Voluntary redundancy process

- 81.1** If an employee accepts an offer of voluntary redundancy, and the CEO agrees to the redundancy, the CEO will issue a 'notice of termination' under section 29 of the PS Act.
- 81.2** The period of notice will be four weeks, or five weeks for an employee over 45 years of age with at least five years of continuous, current APS service at the time of the offer. Where an employee elects to terminate their employment before the expiration of the notice period, payment in lieu for the unexpired portion of the notice period will be made.
- 81.3** Only one offer of voluntary redundancy will be made to an employee.
- 81.4** Job exchanges may be available until the end of the discussion and consideration periods. A job exchange is where an ARC employee who has been offered voluntary redundancy but does not want one, swaps jobs with an employee from within the ARC or from another agency who is not excess but who wants voluntary redundancy. Job exchanges are subject to the CEO's approval on a case by case basis.

82 Severance pay

- 82.1** An employee who accepts voluntary redundancy and whose employment is terminated under section 29 of the PS Act on the grounds that they are excess to requirements will be entitled to the following severance pay, subject to any minimum amount the employee is entitled to under the National Employment Standards (NES):
- two weeks of salary for each completed continuous year of service
 - a pro rata payment for completed continuous months of service since the last completed year of service.
- 82.2** The minimum amount of severance pay is an amount equal to four weeks' salary and the maximum amount payable is an amount equal to 48 weeks' salary.
- 82.3** Severance pay is calculated on a pro rata basis for any period of service when the employee worked part time, subject to any minimum amount the employee is entitled to under the NES.

83 Service for severance pay purposes

- 83.1** Service for severance pay purposes means:
- a) service in an APS agency;
 - b) Government service as defined in section 10 of the *Long Service Leave (Commonwealth Employees) Act 1976*
 - c) service with a Commonwealth body (other than service with a Joint Commonwealth-State body corporate in which the Commonwealth does not have a controlling interest) which is recognised for long service leave purposes
 - d) service with the Australian Defence Forces
 - e) APS service immediately preceding deemed resignation under repealed section 49 of the *Public Service Act 1922*, if the service has not previously been recognised for severance pay purposes
 - f) service in another organisation where an employee was transferred from that organisation with a transfer of function; or 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 such service is recognised for long service leave purposes.
- 83.2** For earlier periods of service to count, there must be no breaks between the periods of service, except where:
- a) 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
 - b) the earlier period of service was with the APS and ceased because the employee was deemed to have resigned from the APS under the repealed section 49 of the *Public Service Act 1922*.

84 Service not to count for severance pay purposes

- 84.1** Periods of service that will not count as service for redundancy pay purposes are periods of service that ceased by way of:
- a) termination under section 29 of the PS Act (including any additional grounds prescribed in the PS Regulations) or on grounds equivalent to any of these grounds.
 - b) voluntary retirement at or above the minimum retiring age applicable to the employee or
 - c) payment of a redundancy benefit or a similar payment or an employer-financed retirement benefit.
- 84.2** Absences from duty which do not count as service for long service leave purposes will not count for severance pay purposes.

85 Retention period

- 85.1** Should an employee not accept the formal offer of voluntary termination, the employee will commence their retention period on the day after the expiry of the consideration period. The notice period will be concurrent with the retention period.
- 85.2** During the retention period:
- a) the ARC will continue to provide and resource reasonable career transition services and support, and take reasonable steps to move an excess employee to a suitable vacancy, to another agency or to pursue placements outside the APS consistent with this Agreement
 - b) excess employees will take reasonable steps to secure permanent re-assignment or placement.
- 85.3** The retention period is:
- a) seven months where an employee has 20 or more years of continuous, current service with the APS or is over 45 years of age, plus a possible extension period for up to three months at the CEO's discretion.
 - b) seven months for other employees.
- 85.4** If an employee is entitled to a redundancy payment under the NES, their retention period is reduced by the employee's redundancy pay entitlement under the NES on termination, calculated as at the expiration of the retention period (as adjusted by this clause).

86 Redeployment

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

- a) The employee may access up to \$3,000 for payment of external redeployment services or training opportunities that would be expected to enhance the employment prospects of employees.
- b) Excess employees of the ARC will be considered first and in isolation from, and not in competition with, other applicants who are not excess for an advertised vacancy to which the employee seeks transfer but only at or below the employee's level. In placing excess employees, consideration will be given to the employee's current skills and experience or the employee's ability to acquire the relevant skills for the advertised vacancy in a short period of time.
- c) Suitable trial placements in other organisations, 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.
- d) The employee may request assistance in meeting reasonable travel costs and incidental expenses incurred in seeking alternative employment.
- e) The employee may, after being given four weeks of notice, be reduced in classification as a means of securing alternative employment. If reduction occurs after the offer of voluntary redundancy and before the end of the retention period the employee will receive payments to maintain the employee's salary level for the balance of the retention period.

86.2 Where the CEO is satisfied that there is insufficient productive work available for the excess employee during the remainder of their retention period, and there is no reasonable redeployment prospect in the APS:

- a) the CEO may, with agreement of the employee terminate his or her employment under section 29 of the PS Act; and
- b) upon termination, the employee will be paid a lump sum comprising:
 - the balance of the retention period (as shortened by the NES) as a lump sum
 - the employee's NES entitlement to redundancy pay.

87 Extension of the retention period

87.1 Retention periods will only be extended by periods of approved leave due to the employee's illness or injury (supported by medical evidence) taken during the retention period. The period will not be extended on these grounds beyond an additional eight weeks.

88 Involuntary redundancy

88.1 Where an excess employee's employment is to be terminated the employee will be given four weeks' notice of termination (or five weeks for an employee over 45 years of age with at least five years of continuous, current APS service). This period of notice will be served, as far as practicable, concurrently with the retention period.

Schedule 4: DISPUTE RESOLUTION

89 Resolution of Agreement disputes

- 89.1** If a dispute relating to a matter arising under this Agreement, or the NES, this section sets out the procedures to settle the dispute.
- 89.2** An employee who is party to the dispute may appoint a representative for the procedure in this term.
- 89.3** In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employees concerned and the relevant supervisor and/or manager.
- 89.4** If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission.
- 89.5** The Fair Work Commission may deal with the dispute in 2 stages:
- a. the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - b. if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - arbitrate the dispute; and
 - make a determination that is binding on the parties.

Note: If the Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the FW Act.

A decision that the Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the FW Act. Therefore, an appeal may be made against the decision.

- 89.6** While the parties are trying to resolve the dispute using the procedures in this term:
- a. an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
 - b. an employee must comply with a direction given by the CEO to perform other available work at the same workplace, or at another workplace, unless:
 - the work is not safe; or
 - applicable work health and safety legislation would not permit the work to be performed; or
 - the work is not appropriate for the employee to perform; or
 - there are other reasonable grounds for the employee to refuse to comply with the direction
- 89.7** The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.

Schedule 5: CONSULTATION ARRANGEMENTS

90 Consultation

90.1 This term applies if the CEO:

- a. has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise; the change is likely to have a significant effect on the employees; or
- b. proposes to introduce a change to the regular roster or ordinary hours of work of employees.

91 Major change

91.1 For a major change referred to in clause 90.1 (a):

- a. The CEO must notify the relevant employees of the decision to introduce the major change.
- b. Subclauses 91.2 to 91.8 apply.

91.2 The relevant employees may appoint a representative for the purposes of the procedures in this term.

91.3 If:

- a. a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- b. the employee or employees advise the employer of the identity of the representative; the CEO must recognise the representative.

91.4 As soon as practicable after making its decision, the CEO must:

- a. discuss with the relevant employees:
 - i. the introduction of the change; and
 - ii. the effect the change is likely to have on the employees; and
 - iii. measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
- b. for the purposes of the discussion--provide, in writing, to the relevant employees:
 - i. all relevant information about the change including the nature of the change proposed; and
 - ii. information about the expected effects of the change on the employees; and
 - iii. any other matters likely to affect the employees.

91.5 However, the CEO is not required to disclose confidential or commercially sensitive information to the relevant employees.

91.6 The CEO must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

91.7 If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (91.1) (a) and clauses (91.2) and (91.4) are taken not to apply.

- 91.8** In this term, a major change is *likely to have a significant effect on employees* if it results in:
- a. the termination of the employment of employees; or
 - b. major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - c. the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - d. the alteration of hours of work; or
 - e. the need to retrain employees; or
 - f. the need to relocate employees to another workplace; or
 - g. the restructuring of jobs.

92 Change to regular roster or ordinary hours of work

- 92.1** For a change referred to in paragraph (90.1)(b):
- a. the CEO must notify the relevant employees of the proposed change; and
 - b. subclauses (92.2) to (92.6) apply.
- 92.2** The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 92.3** If:
- a. a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - b. the employee or employees advise the CEO of the identity of the representative; the CEO must recognise the representative.
- 92.4** As soon as practicable after proposing to introduce the change, the CEO must:
- a. discuss with the relevant employees the introduction of the change; and
 - b. for the purposes of the discussion--provide to the relevant employees:
 - i. all relevant information about the change, including the nature of the change; and
 - ii. information about what the CEO reasonably believes will be the effects of the change on the employees; and
 - iii. information about any other matters that the CEO reasonably believes are likely to affect the employees; and
 - iv. invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 92.5** However, the CEO is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 92.6** The CEO must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- 92.7** In this term, 'relevant employees' means the employees who may be affected by the change referred to in clause 90.1.

Schedule 6: SUPPORTED WAGE SYSTEM

93 Supported Wage System

93.1 This schedule defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this award.

93.2 In this schedule:

- Approved assessor means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system.
- Assessment instrument means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system.
- Disability Support Pension means the Commonwealth Government pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991* (Cth), as amended from time to time, or any successor to that scheme.
- Relevant minimum wage means the minimum wage prescribed in the *APS Enterprise Award 2015* for the class of work for which an employee is engaged.
- Supported Wage System (SWS) means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in the Supported Wage System Handbook.
- SWS wage assessment agreement means the document in the form required.

94 Eligibility criteria

94.1 Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class for which the employee is engaged under this award, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.

94.2 The schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this award relating to the rehabilitation of employees who are injured in the course of their employment.

95 Supported wage rates

95.1 Employees to whom this clause applies shall be paid the applicable percentage of the relevant minimum wage according to the following schedule:

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

95.2 The minimum amount payable will not be less than the amount determined by the “Fair Work Commission’s Minimum Wage Panel, usually on 1 July of each year.”

95.3 Where an employee’s assessed capacity is 10%; they must receive a high degree of assistance and support.

96 Assessment of capacity

96.1 For the purposes of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the SWS by an approved assessor, having consulted the employer and the employee, and if the employee so desires, their representative.

96.2 Assessment made under this schedule must be documented in a SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the Social Security Act 1991. Lodgement of SWS wage assessment agreement

96.3 All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by the employer with the Fair Work Commission.

96.4 All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where a union which has an interest in the award is not a party to the assessment, the assessment will be referred by the Fair Work Commission to the union by certified mail and the agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.

97 Review of assessment

97.1 The assessment of the applicable percentage should be subject to annual review or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the SWS.

98 Other terms and conditions of employment

98.1 Where an assessment has been made, the applicable percentage will apply to the relevant wage rate only. Employees covered by the provisions of the schedule will be entitled to the same terms and conditions of employment as all other workers covered by this award paid on a pro rata basis.

99 Workplace adjustment

99.1 An employer wishing to employ a person under the provisions of this schedule must take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve redesign of job duties, working time arrangements and work organisation in consultation with other workers in the area.

100 Trial period

100.1 In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

100.2 During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.

100.3 The minimum amount payable will not be less than the amount determined by the Fair Work Commission's Minimum Wage Panel, usually on 1 July of each year.

100.4 Work trials should include induction or training as appropriate to the job being trialled.

100.5 Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause 95.

101 Formal acceptance of this Agreement and Signatories

101.1 *Making of the Agreement*

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

101.2 *Signatories*

101.2.1 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:.....

Definitions

ACT Public Service	Australian Capital Territory Public Service
Agency	Any Australian Government entity (APS and non-APS), including Members of Parliament Staff, excluding the Australian Defence Force.
ARC	The Australian Research Council, established under the <i>Australian Research Council Act 2001 (the ARC Act)</i>
Agreement	<i>ARC Enterprise Agreement</i>
APS	Australian Public Service
Bandwidth	7:00am to 7:00pm Monday to Friday
Broadband	A grouping of duties across numerous classifications
CEO or Chief Executive Officer	The CEO is the person holding or performing the duties of the office of the Chief Executive Officer of the Australian Research Council.
Code of Conduct	The APS Code of Conduct at section 13 of the <i>PS Act</i> .
Core Hours	The hours during which an employee must work unless he or she has approved leave. The core hours for a full-time employee are 10:00am to 12:00 noon and 2:00pm to 4:00pm, Monday to Friday.
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 <i>PS Act</i> .
Employee representative	A person nominated by an employee or group of employees to act on their behalf.
Employer	The Commonwealth of Australia, represented by the CEO of ARC.
Family	<ul style="list-style-type: none"> • A spouse or a de facto partner of the employee irrespective of gender (including a former spouse or partner); and/or • a child (including an adopted child, a foster child, a step-child, or an ex-nuptial child); and/or • parent, grandparent, grandchild or sibling of the employee; and/or • parent, grandparent, grandchild or sibling of the employee’s spouse or partner; • a member of an employee’s household.
FW Act	<i>The Fair Work Act 2009</i>
LSL Act	<i>The Long Service Leave (Commonwealth Employees) Act 1976</i>
Maternity Leave Act	<i>The Maternity Leave (Commonwealth Employees) Act 1973</i>
Meal break	A meal break of not less than 30 minutes and not greater than two hours, which is to be taken after five consecutive hours of work.
NES	National Employment Standards in the Fair Work Act

Partner	A spouse or person who stands in a genuine domestic relationship with the Employee.
PS Act	The <i>Public Service Act 1999</i>
Settlement period	The settlement period is a two-week period commencing on alternate payday Thursdays.
Standard hours	The standard day is 8:30am to 12:30pm and 1:30pm to 5:00pm Monday to Friday, excluding public holidays.