



# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**Australian Centre for International Agricultural Research**  
(AG2024/986)

## **AUSTRALIAN CENTRE FOR INTERNATIONAL AGRICULTURAL RESEARCH ENTERPRISE AGREEMENT 2024-2027**

Commonwealth employment

DEPUTY PRESIDENT DEAN

CANBERRA, 8 APRIL 2024

*Application for approval of the Australian Centre for International Agricultural Research  
Enterprise Agreement 2024-2027.*

[1] An application has been made for approval of an enterprise agreement known as the *Australian Centre for International Agricultural Research Enterprise Agreement 2024-2027* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Australian Centre for International Agricultural Research. The Agreement is a single enterprise agreement.

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

[3] The Agreement lodged contained a typographical error at clause 1 (Title). The Applicant sought to correct the error and filed an amended Agreement page. I am satisfied that the correction should be made and that it is appropriate to do so pursuant to s.586 of the Act.

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

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 15 April 2024. The nominal expiry date of the Agreement is 28 February 2027.

 

DEPUTY PRESIDENT

Printed by authority of the Commonwealth Government Printer

<AE524132 PR773259>



Australian Government  
Australian Centre for  
International Agricultural Research

# Australian Centre for International Agricultural Research Enterprise Agreement 2024-2027

# Table of Contents

<b>Section 1: Technical matters</b> .....	<b>6</b>
Title .....	6
Parties to the agreement .....	6
Operation of the agreement.....	6
Delegations .....	6
National Employment Standards (NES) precedence .....	6
Closed comprehensive agreement .....	6
Individual flexibility arrangements .....	7
Definitions.....	8
Formal Acceptance of the Agreement.....	11
<b>Section 2: Remuneration</b> .....	<b>12</b>
Salary.....	12
Payment of salary .....	12
Salary setting.....	12
Incremental advancement.....	13
Salary Packaging.....	13
Superannuation .....	14
Method for calculating superannuation salary.....	14
Payment during unpaid parental leave.....	14
Overpayments.....	14
<b>Section 3: Allowances and reimbursements</b> .....	<b>15</b>
Higher duties allowance.....	15
Motor Vehicle Allowance.....	15
Workplace responsibility allowances.....	16
Community language allowance.....	16
<b>Section 4: Classifications and broadbands</b> .....	<b>18</b>
Work Level Standards .....	18
Classification Structure and Advancement through Broadbands in ACIAR.....	18
<b>Section 5: Working hours and arrangements</b> .....	<b>19</b>
Job security .....	19
Commitment to ongoing employment and rebuilding APS capacity.....	19
Reporting.....	19
Pathways to permanency .....	19

Casual (irregular or intermittent) employment.....	19
Non-ongoing employment.....	20
Working hours.....	20
Flex for APS 1-6 classifications.....	20
Executive Level Time Off in Lieu (EL TOIL).....	20
Overtime.....	21
Flexible working arrangements.....	21
Requesting formal flexible working arrangements.....	22
Varying, pausing or terminating flexible working arrangements.....	23
Working from home.....	24
Ad-hoc arrangements.....	24
Altering span of hours.....	25
Part-time Work.....	25
Christmas Closedown.....	25
Public holidays.....	25
<b>Section 6: Leave.....</b>	<b>27</b>
Annual leave.....	27
Purchased leave.....	27
Personal/carer's leave.....	28
Portability of leave.....	29
Miscellaneous Leave (Discretionary).....	30
Re-crediting of leave.....	30
Long service leave.....	31
Cultural, ceremonial and NAIDOC leave.....	31
NAIDOC leave.....	31
First Nations ceremonial leave.....	31
Cultural leave.....	31
Parental leave.....	32
Payment during parental leave.....	32
Adoption and long-term foster care.....	33
Stillbirth.....	34
Pregnancy loss leave.....	34
Premature birth leave.....	34
Transitional provisions.....	34

Compassionate leave .....	34
Bereavement leave .....	35
Emergency response leave .....	35
Jury duty.....	36
Defence reservist leave.....	36
Defence service sick leave .....	37
Leave to attend proceedings .....	37
<b>Section 7: Employee support and workplace culture .....</b>	<b>38</b>
Blood donation.....	38
Vaccinations.....	38
Employee Assistance Program.....	38
Respect at work .....	38
Principles.....	38
Consultation.....	38
Family and domestic violence support .....	38
Integrity in the APS .....	40
First Nations cultural competency training.....	40
Lactation and breastfeeding support.....	41
Disaster support.....	41
<b>Section 8: Performance and development .....</b>	<b>42</b>
Performance Framework .....	42
Probation .....	42
Workloads.....	42
Study assistance.....	42
<b>Section 9: Travel and location-based conditions.....</b>	<b>43</b>
Travel .....	43
Relocation assistance.....	43
<b>Section 10: Consultation, representation and dispute resolution.....</b>	<b>44</b>
Consultation.....	44
Principles.....	44
When consultation is required .....	44
Provisions for consultation on major change and introduction of a change to regular roster or ordinary hours of work of employees.....	45
Representation.....	45
Major change .....	45

Change to regular roster or ordinary hours of work.....	46
Interaction with emergency management activities .....	47
Agency consultative committee .....	47
APS consultative committee .....	47
Dispute resolution.....	48
Leave of absence to attend proceedings .....	49
Delegates' rights .....	49
Supporting the role of union delegates .....	49
<b>Section 11: Separation and retention.....</b>	<b>51</b>
Resignation .....	51
Termination of employment.....	51
Payment on death of an employee.....	51
Redeployment, reduction and retrenchment.....	52
<b>Attachment A – Base salaries .....</b>	<b>53</b>
<b>Attachment B – Redeployment, Reduction and Retrenchment .....</b>	<b>55</b>

---

## Section 1: Technical matters

### Title

1. This agreement will be known as the Australian Centre for International Agricultural Research Enterprise Agreement 2024-2027.

### Parties to the agreement

2. This agreement covers:
  - 2.1 the CEO, for and on behalf of the Commonwealth of Australia as the employer;
  - 2.2 all employees in ACIAR employed under the PS Act other than:
    - 2.2.1 Senior Executive Service employees or equivalent;

### Operation of the agreement

3. This agreement will commence operation on the following date, whichever is later;
  - 3.2 Seven days after approval by the Fair Work Commission; or
  - 3.2 14 March 2024.
4. This agreement will nominally expire on 28 February 2027.

### Delegations

5. The CEO may delegate to or authorise any person to perform any or all of the CEO's powers or functions under this agreement, including the power of delegation, and may do so subject to conditions.

### National Employment Standards (NES) precedence

6. The terms of this agreement are intended to apply in a manner that does not derogate from the NES. The NES will continue to apply to the extent that any term of this agreement is detrimental to an employee of ACIAR in any respect when compared with the NES.

### Closed comprehensive agreement

7. This agreement states the terms and conditions of employment of employees covered by this agreement, other than terms and conditions applying under relevant Commonwealth laws.
8. This agreement will be supported by policies and guidelines, as implemented and varied from time to time.



- 
9. Policies and guidelines are not incorporated into, and do not form part of this agreement. To the extent that there is any inconsistency between policies and guidelines and the terms of this agreement, the terms of this agreement will prevail.

### **Individual flexibility arrangements**

10. The CEO and employee covered by this agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
- 10.1 the agreement deals with one or more of the following matters:
    - 10.1.1 arrangements about when work is performed;
    - 10.1.2 overtime rates;
    - 10.1.3 penalty rates;
    - 10.1.4 allowances;
    - 10.1.5 remuneration; and
    - 10.1.6 leave and leave loading; and
  - 10.2 the arrangement meets the genuine needs of ACIAR and employee in relation to one or more of the matters mentioned in clause 10.1; and
  - 10.3 the arrangement is genuinely agreed to by the CEO and employee.
11. The agency must ensure that the terms of the individual flexibility arrangement:
- 11.1 are about permitted matters under section 172 of the FW Act;
  - 11.2 are not unlawful terms under section 194 of the FW Act; and
  - 11.3 result in the employee being better off overall than the employee would be if no arrangement was made.
12. ACIAR must ensure that the individual flexibility arrangement:
- 12.1 is in writing;
  - 12.2 includes the name of the employer and employee;
  - 12.3 is signed by the CEO and employee and, if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
  - 12.4 includes details of:
    - 12.4.1 the terms of the enterprise agreement that will be varied by the arrangement;
    - 12.4.2 how the arrangement will vary the effect of the terms;
    - 12.4.3 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
  - 12.5 states the day on which the arrangement commences.

13. ACIAR must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
14. The CEO or employee may terminate the individual flexibility arrangement:
  - 14.1 by giving no more than 28 days written notice to the other party to the arrangement; or
  - 14.2 if the CEO and employee agree in writing – at any time.
15. The CEO and employee are to review the individual flexibility arrangement at least every 12 months.

## Definitions

16. The following definitions apply to this agreement:

**ACIAR** means the Australian Centre for International Agricultural Research

**ACC** means the ACIAR Consultative Committee

**APS agency** means an agency whose employees are employed under the PS Act, including an agency as defined in section 7 of the PS Act whose employees are employed under that Act.

**APS consultative committee** means the committee established by the APS Commissioner to consider matters pertaining to the (APS) employment relationship and of interest to the APS as a whole.

**Agency Head** means the CEO of ACIAR or the CEO's delegate.

**Agreement** means the Australian Centre for International Agricultural Centre Enterprise Agreement 2024-2027.

**APS** means the Australian Public Service.

**Australian Defence Force Cadets** means the Australian Navy Cadets, Australian Army Cadets, or the Australian Air Force Cadets.

**Bandwidth** means the span of hours during which an employee can perform ordinary hours.

**Broadband** refers to the allocation of more than one approved classification by the CEO to a group of duties involving work value applying to more than one classification under sub-rule 9(4) of the *Public Service Classification Rules 2000*. A broadband encompasses the full range of work value of the classifications contained within it.

**Casual employee (irregular or intermittent employee)** means an employee engaged under section 22(2)(c) of the PS Act who:

- a. is a casual employee as defined by the FW Act; and
- b. works on an irregular or intermittent basis.

**CEO** means the Chief Executive Officer of ACIAR

**Classification** or classification level means the approved classifications as set out in rule 5 of the *Public Service Classification Rules 2000*.

**Child** means a biological child, adopted child, foster child, stepchild, or ward.

**De facto partner** means a person who, regardless of gender, is living in a common household with the employee in a bona fide, domestic, interdependent partnership, although not legally married to the employee. This includes a former de facto partner.

**Delegate** means someone to whom a power or function has been delegated.

**Dependant** means the employee's spouse or de facto partner, a child, parent or aged relative of the employee or the employee's spouse or de facto partner, who ordinarily lives with the employee and who is substantially dependent on the employee. Dependant also includes a child of the employee who does not ordinarily live with the employee but for whom the employee provides substantial financial support.

**Employee** means an employee of the Commonwealth engaged under section 22(2) of the PS Act who is covered by this agreement (whether full-time, part time or casual, ongoing or non-ongoing).

**Employee representative** means a person (whether an employee or not) elected or chosen by an employee, or elected or chosen by a group of employees in a workplace, to represent the individual and/or collective views of those employees in relation to a matter under this agreement.

**Employer** means the CEO of ACIAR, on behalf of the commonwealth.

**Family** means:

- a. a spouse, former spouse, de facto partner or former de facto partner of the employee;
- b. a child, parent, grandparent, grandchild, or sibling of the employee;
- c. a child, parent, grandparent, grandchild, or sibling of a spouse, former spouse, de facto partner or former de facto partner of the employee;
- d. a member of the employee's household; or
- e. a person with whom the employee has a relationship of traditional kinship where there is a relationship or obligation, under customs and traditions of the community or group to which the employee belongs.

**Family and domestic violence** has the same meaning as in section 106B(2) of the FW Act.

**Full-time employee** means an employee employed to work an average of ACIAR's standard working hours: 37 hours and 30 minutes per week in accordance with this agreement.

**FW Act** means the *Fair Work Act 2009* as amended from time to time.

**FWC** means Fair Work Commission

**Manager** means an employee's direct manager who is usually the person to whom an employee reports to on a day-to-day basis for work related matters, and may include a person referred to as a supervisor.

**ML Act** means the *Maternity Leave (Commonwealth Employees) Act 1973* as amended from time to time and any successor legislation.

---

**Non-ongoing employee** means an employee engaged under section 22(2)(b) of the PS Act for a specified term or for the duration of a specified task, and consistent with the FW Act.

**NES** means the National Employment Standards at Part 2-2 of the FW Act.

**Ongoing employee** means an employee engaged under section 22(2)(a) of the PS Act.

**Ordinary hours, duty or work** means an employee's usual hours worked in accordance with this agreement and does not include additional hours.

**Parliamentary service** means employment under the *Parliamentary Service Act 1999*.

**Partner** means a spouse (including a former spouse) or de facto partner (including a former de facto partner).

**Part-time employee** means an employee whose ordinary hours are less than ACIAR's standard working hours: 37 hours and 30 minutes per week in accordance with this agreement.

**Primary caregiver** for the purposes of the parental leave clause means a pregnant employee with an entitlement under the ML Act, or an employee other than a casual employee who has primary care responsibility for a child who is born to them or who is adopted or in long-term foster care as per the clauses on adoption and long-term foster care in this agreement.

**Program Managers** mean Research Program Managers.

**PS Act** means the *Public Service Act 1999* as amended from time to time.

**Relevant employee** means an affected employee.

**Secondary caregiver** for the purposes of the parental leave clause means an employee, other than a pregnant employee or casual employee, who has secondary care responsibility for a child who is born to them, or for a child who is adopted or in long-term foster care as per the clauses on adoption and long-term foster care in this agreement.

**Single Time** means overtime rates do not apply.

**Usual location of Work** means an employee's standard, normal or usual location of work as determined the employee's letter of engagement. If no designated office location was specified on engagement, the designated office location is Canberra, Australia. The agency and employee may agree to vary the employees designated office location on a temporary or permanent basis.

---

## Formal Acceptance of the Agreement

17. The Agreement is made and approved under Part 2-4 of the Fair Work Act 2009. Accordingly, it is an agreement between the CEO and the employees who are covered by the Agreement.

17.1 Signed by the CEO, Prof Wendy Umberger, on behalf of the Commonwealth

Address: 38 Thynne Street, Fern Hill Park, Bruce ACT 2617

Signed..........

Agency: Australian Centre for International Agricultural Research

Dated this 26<sup>th</sup> day of March..... 2024.

17.2 Signed for and on behalf of employees covered by the Agreement by their nominated representatives:

Name: Irene Kernot, Jason Valusaga and Kate Turner-Mann

Address: 38 Thynne Street, Fern Hill Park, Bruce ACT 2617

Signed.......... Signed.......... Signed..........

## Section 2: Remuneration

### Salary

18. Salary rates will be as set out in Attachment A – Base salaries of this agreement.
19. The base salary rates in Attachment A – Base salaries include the following increases:
  - 19.1 4.0 per cent from the first full pay period on or after 1 March 2024 (the 14 March 2024) (this is inclusive of any increases provided by an instrument between 1 September 2023 and the commencement of this agreement);
  - 19.2 3.8 per cent from the first full pay period on or after 1 March 2025 (the 13 March 2025); and
  - 19.3 3.4 per cent from the first full pay period on or after 1 March 2026 (the 12 March 2026).
20. In recognition of a common alignment date of the first full pay period on or after 1 March each year, the base salary rates in Attachment A – Base salaries were calculated based on base salary rates as at 31 August 2023.

### Payment of salary

21. Employees will be paid fortnightly in arrears by electronic funds transfer into a financial institution account of the employee's choice, based on their annual salary using the following formula:

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

Note: This formula is designed to achieve a consistent fortnightly pay rate without significant variability year-to-year. It reflects that the calendar year is not neatly divisible into 26 fortnightly periods. There are 313 fortnightly pay cycles within a 12-year period.

### Salary setting

22. Where an employee is engaged, moves to or is promoted in ACIAR, the employee's salary will be paid at the minimum of the salary range of the relevant classification, unless the CEO determines a higher salary within the relevant salary range under these salary setting clauses
23. The CEO may determine the payment of salary at a higher value within the relevant salary range of the relevant classification and the date of effect at any time.
24. In determining a salary under these provisions, the CEO will have regard to a range of factors (as relevant) including the employee's experience, qualifications and skills.
25. Where an employee commences ongoing employment in ACIAR immediately following a period of non-ongoing employment in ACIAR for a specified term or task, the CEO will determine the employee's salary within the relevant salary range of the relevant classification which recognises the employee's prior service as a non-ongoing employee in ACIAR.

26. Where an employee commences ongoing employment in the agency immediately following a period of casual employment in ACIAR the CEO will determine the employee's salary within the relevant salary range of the relevant classification which recognises the employee's prior service as a casual employee in ACIAR
27. Where an APS employee moves to ACIAR at level from another APS agency, and their salary is above the maximum of the salary range for their classification, the CEO will maintain the employee's salary at that level, until it is absorbed into the salary range for that classification.
28. Where the CEO determines that an employee's salary has been incorrectly set, the CEO may determine the correct salary and the date of effect.

## **Incremental advancement**

29. Consistent eligibility rules for salary progression will include:
  - 29.1 a satisfactory performance rating during the employee's most recent performance review; and
  - 29.2 6 months of aggregate eligible service in the agency at or above the relevant classification level during the most recent annual performance management cycle. If an employee has less than 6 months of aggregate eligible service, the Agency Head may exercise their discretion to determine a higher salary under the salary setting clause in the agency's agreement.
30. Eligible service for salary progression will include:
  - 30.1 periods of paid leave and unpaid parental leave;
  - 30.2 periods of unpaid leave that count as service; and
  - 30.3 service while employed on a non-ongoing basis.
31. During a period of unpaid parental leave employees will be eligible to advance a maximum of one increment, regardless of the length of unpaid parental leave.
32. Employees who are acting at a higher classification, and satisfy other eligibility criteria, will be eligible for salary progression at both their substantive and acting classifications.
33. Salary progression while acting at a higher classification, will be retained for future acting duties at, or promotion to, that classification regardless of elapsed time.
34. Casual employees will not usually be eligible for incremental advancement.

## **Salary Packaging**

35. An ACIAR employee may choose to sacrifice part of their salary for non-cash benefits. Employees may salary sacrifice up to 100% of their salary subject to receiving advice from an accredited financial adviser.
36. All such benefits will be calculated on gross salary and will not reduce salary for superannuation purposes.

37. Any fringe benefits tax, GST and/or administrative costs incurred as a result of the salary packaging arrangement will be met by the employee on a salary sacrifice basis.

## **Superannuation**

38. ACIAR will make compulsory employer contributions as required by the applicable legislation and fund requirements.
39. Employer superannuation contributions will be paid on behalf of employees during periods of paid leave that count as service.
40. ACIAR will make employer superannuation contributions to any eligible superannuation fund, provided that it accepts payment by fortnightly electronic funds transfer (EFT) using a file generated by ACIAR's payroll system.

### *Method for calculating superannuation salary*

41. ACIAR will provide an employer contribution of 15.4 per cent of the employee's Fortnightly Contribution Salary (FCS) for employees in the Public Sector Superannuation Accumulation Plan (PSSap) and Ordinary Time Earnings (OTE) for employees in other accumulation funds.
42. Employer contributions will be made for all employees covered by this agreement.
43. Employer contributions will not be reduced by any other contributions made through salary sacrifice arrangements.

### *Payment during unpaid parental leave*

44. Employer contributions will be paid on periods of unpaid parental leave in accordance with the requirements of the PSSap fund where the employee is a member of the PSSap, and up to a maximum of 52 weeks where the employee is a member of an accumulation fund other than PSSap.

## **Overpayments**

45. An overpayment occurs if the CEO (or ACIAR) provides an employee with an amount of money to which the employee was not entitled (including but not limited to salary, entitlements, allowances, travel payment and/or other amount payable under this agreement).
46. Where the CEO considers that an overpayment has occurred, the CEO will provide the employee with notice in writing. The notice will provide details of the overpayment.
47. If an employee disagrees that there has been an overpayment including the amount of the overpayment, they will advise the CEO in writing within 28 calendar days of receiving the notice. In this event, no further action will be taken until the employee's response has been reviewed.
48. If after considering the employee's response (if any), the Agency Head confirms that an overpayment has occurred, the overpayment will be treated as a debt to the Commonwealth that must be repaid to the agency in full by the employee.
49. The CEO and the employee will discuss a suitable recovery arrangement. A recovery arrangement will take into account the nature and amount of the debt, the employee's



---

circumstances and any potential hardship to the employee. The arrangement will be documented in writing.

50. ACIAR and the employee may agree to make a deduction from final monies where there is an outstanding payment upon cessation of employment.
51. Interest will not be charged on overpayments.
52. Nothing in clauses 45 - 51 prevents:
  - 52.1 ACIAR from pursuing recovery of the debt in accordance with an Accountable Authority Instruction issued under the *Public Governance, Performance and Accountability Act 2013*;
  - 52.2 ACIAR from pursuing recovery of the debt through other available legal avenues; or
  - 52.3 the employee or ACIAR from seeking approval to waive the debt under the *Public Governance, Performance and Accountability Act 2013*.

## Section 3: Allowances and reimbursements

### Higher duties allowance

53. Where a role needs to be filled for 2 or more working weeks, higher duties allowance will be paid to any employee temporarily occupying the role acting at a classification level higher than their substantive classification level.
54. Higher duties allowance will be equal to the difference between the employee's current salary and the salary that would be payable if they were promoted to the higher classification level, or a higher amount determined by the CEO.
55. Where an employee is found to be eligible for salary progression at their acting classification level they will receive an appropriate increase in the rate of higher duties allowance. The employee's salary level will be retained for all future periods of acting regardless of elapsed time.
56. Where an employee is assigned only part of the higher duties, the CEO will determine the amount of allowance payable.
57. Higher duties allowance will be payable while an employee is acting at a higher classification level as part of a job sharing arrangement where the duration of the arrangement is at least 2 working weeks.
58. The CEO may shorten the qualifying period for higher duties allowance on a case-by-case basis.

### Motor Vehicle Allowance

59. Where the CEO considers that it will result in greater efficiency or involve less expense, the CEO may authorise an employee to use a privately owned or hired car for official purposes. Where so authorised, an employee will be entitled to payment of a motor vehicle allowance.

## Workplace responsibility allowances

60. A workplace responsibility allowance will be paid where an employee who is appointed by the agency or elected by eligible peers to one of the following roles:
- a) First Aid Officer;
  - b) Health and Safety Representative;
  - c) Emergency Warden;
  - d) Harassment Contact Officer; and
  - e) Mental Health First Aid Officer.
61. An employee is not to receive more than one workplace responsibility allowance unless approved by the CEO due to operational requirements.
62. The rate will be:

<b>Rate from commencement of the agreement</b>	<b>Rate from 13 March 2025</b>	<b>Rate from 12 March 2026</b>
\$30.51 per fortnight	\$31.67 per fortnight	\$32.75 per fortnight

63. As a salary-related allowance, this value will continue to be increased in line with headline wage increases. These increases are incorporated in the rates in the table above.
64. The full allowance is payable regardless of flexible work and part-time arrangements.
65. An employee's physical availability to undertake the role will be considered by agencies when appointing and reappointing employees to these roles. This is noting that not all workplace responsibility roles will necessarily require a physical presence in the workplace for the role to be successfully undertaken, such as Harassment Contact Officers, Mental First Aid Officers and Health and Safety Representatives depending on work group arrangements.
66. Casual employees who are eligible to receive a workplace responsibility allowance will be paid the full amount (noting the minimum rate), as varied from time to time provided they engage in work during any given pay cycle, irrespective of the frequency and duration of the work undertaken.

## Community language allowance

67. A community language allowance will be paid where the CEO determines that an employee is regularly required to use their ability to communicate in Braille or a language other than English (including First Nations languages and AUSLAN) in the course of their work, and the employee meets the required level of competency set by the CEO. Further information is included in policy.
68. The allowance is paid in accordance with the employee's level of competency:

**Table 1: Community language allowance rates**

<b>Rate</b>	<b>Standard</b>	<b>Rate from commencement of the agreement</b>	<b>Rate from 13 March 2025</b>	<b>Rate from 12 March 2026</b>
1	An employee who has adequate language skills, as determined by an individual or body approved by the CEO for simple communication.	\$1,435 per annum	\$1,490 per annum	\$1,541 per annum
2	An employee who is certified by the National Accreditation Authority for Translators and Interpreters (NAATI) as a Translator or Interpreter at any level; or is assessed to be at the equivalent level by an individual or body approved by the CEO.	\$2,870 per annum	\$2,979 per annum	\$3,080 per annum

- 69. The allowance is calculated annually and paid fortnightly.
- 70. The full allowance is payable regardless of flexible work and part-time arrangements.
- 71. The allowance is payable during periods of paid leave.
- 72. The allowance counts as salary for superannuation purposes and for calculating retirement and redundancy entitlements.

---

## Section 4: Classifications and broadbands

### Work Level Standards

73. The APS Work Level Standards continue to operate and describe the work at each of the classification levels in this agreement, consistent with the *Public Service Classification Rules 2000*, made in accordance with section 23 of the PS Act.

### Classification Structure and Advancement through Broadbands in ACIAR

74. The classification structure and ACIAR bands under this Agreement will consist of the following:
- 74.1 Band 1 – APS1, APS2, APS3 (Broadband)
  - 74.2 Band 2 – APS4, APS5, APS6 (Broadband)
  - 74.3 Band 3 – EL1
  - 74.4 Band 4 – EL2
75. The following principles apply to advancement through broadbands in ACIAR:
- 75.1 sufficient work is available and required by management at the higher classification level; and
  - 75.2 individuals have gained the necessary skill and proficiencies to perform the more complex work; and
  - 75.3 an individual's performance is at least, satisfactory in their previous performance review.
76. Employees cannot be advanced over a hard barrier. The advancement of employees through broadbands is guided by the procedures in the HR Manual.

## Section 5: Working hours and arrangements

### Job security

#### *Commitment to ongoing employment and rebuilding APS capacity*

77. The APS is a career-based public service. In its engagement decisions, ACIAR recognises that the usual basis for engagement is as an ongoing APS employee.

#### *Reporting*

78. Where a consultative committee is in place, ACIAR will report to the ACIAR consultative committee on an annual basis, or more frequently if agreed, on the number, duration, classification and location of ongoing, non-ongoing and casual employees engaged by the ACIAR.

#### *Pathways to permanency*

79. ACIAR and the APS will comply with the casual conversion provision(s) of the FW Act. In addition, ACIAR recognises that a proactive approach, including regularly reviewing casual and non-ongoing arrangements, is both a fair and efficient approach to supporting ongoing employment as the usual form of employment.

### Casual (irregular or intermittent) employment

80. A casual (irregular or intermittent) employee is defined in the definitions section.
81. A decision to expand the use of casual employees is subject to clause 310 - 331 of this agreement.
82. ACIAR will regularly review the working arrangements of casual employees to assess if they are genuinely performing irregular and intermittent duties, and report de-identified outcomes to the consultative committee, where one is in place.
83. Remuneration for casual employees is on an hourly basis. A casual employee will receive a 25 per cent loading on the base hourly rate of their classification as set out in this agreement.
84. The casual loading is paid in lieu of payment for public holidays not worked, notice of termination of employment, redundancy benefits and all paid leave entitlements, other than leave required by legislation including long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976* and leave for family and domestic violence support.
85. A casual employee will be engaged for a minimum of 3 hours per engagement or shall be paid for a minimum of 3 hours at the appropriate casual rate.
86. A casual employee who is eligible for a Workplace Responsibility Allowance will be paid the full amount.

## **Non-ongoing employment**

87. A non-ongoing employee is defined in the definitions section.
88. Non-ongoing employees will generally have the same terms and conditions of employment as ongoing employees under this agreement's terms, except:
  - 88.1 personal/carer's leave accrual at 161;
  - 88.2 redundancy provisions at 360, subject to clause 89.
89. If the non-ongoing employee's contract is not permitted by section 333E of the FW Act, then the redundancy provisions at 360, will apply.
90. If the redundancy provisions apply to an employee under clause 89, the agency must adhere to the consultation requirements at clause 310 - 331.

## **Working hours**

91. In ACIAR, standard working hours are from 8:30 am to 12.30 pm and 1:30 pm to 5:00 pm (a total of 7 hours and 30 minutes per day) from Monday to Friday. The specified hours of work for full-time employees are 37.5 hours per week which equates to 150 hours over a 4-week settlement period.
92. Generally, employees must be on duty during core times from 9:30 am to 12 noon and 2:00 pm to 4:00 pm, unless they are part-time or on approved leave. A manager may agree to other arrangements where appropriate.
93. The span of hours (flextime bandwidth) during which an employee may work their specified hours is 7:00 am to 7:00 pm Monday to Friday, subject to a 10-hour limit within this 12-hour span.

## **Flex for APS 1-6 classifications**

94. Flextime is a system of flexible working hours, employees at the APS1 to APS6 levels are entitled to access flextime arrangements. Employees will not carry an accrual of more than 1 standard week (37.5hrs) or a debit of 10 hours.
95. Supervisors will ensure that employees maintain appropriate and correct records of attendance.

## **Executive Level Time Off in Lieu (EL TOIL)**

96. Executive Level (EL) employees are sometimes required to work reasonable additional hours. Consistent with the NES, employees may refuse to work unreasonable additional hours.
97. EL employees seeking to access Time Off In Lieu (TOIL) are required to keep records of their working hours using a method determined by ACIAR.
98. A manager is to grant TOIL in recognition of reasonable additional hours worked. TOIL granted to employees can be taken as whole or part days.

- 
99. The working arrangements for an EL employee should be agreed through discussion between the manager and the EL employee. The discussion should include consideration of the work requirements that will safely get the job done and reasonably allow the employee to balance their work and personal life.
  100. An EL employee's working arrangements and actual hours worked should be discussed on at least a quarterly basis between the EL employee and their manager.
  101. The pattern of hours is to be flexible enough to accommodate short-term peaks and troughs in workload, and include expected reasonable additional hours. The agreed pattern of hours is to be recorded.
  102. Requests from EL employees to access flexible time off which are consistent with their agreed working arrangements are to be supported, subject to operational requirements.

## **Overtime**

103. Overtime for employees at APS levels 1-6 is defined as work performed at the direction of the CEO outside the flex-time bandwidth (Monday-Friday 7:00 am-7:00 pm) or on weekends or public holidays. Overtime must be supported by supervisors and cannot be self-initiated.
104. Any employee directed by the CEO to undertake overtime will be compensated by payment at the following rates:
  - 104.1 from Monday to Saturday inclusive: an hourly rate of time and a half for the first 3 hours each day and double time thereafter;
  - 104.2 Sunday all day: double time; and
  - 104.3 Public Holiday or additional holiday: double time.

## **Flexible working arrangements**

105. ACIAR, employees and their union recognise:
  - 105.1 the importance of an appropriate balance between employees' personal and working lives, and the role flexible working arrangements can play in helping to achieve this balance;
  - 105.2 access to flexible work can support strategies to improve diversity in employment and leadership in the APS;
  - 105.3 access to flexible work supports APS capability, and can assist in attracting and retaining the employees needed to deliver for the Australian community, including employees located at a wider range of locations;
  - 105.4 that flexibility applies to all roles in ACIAR, and different types of flexible working arrangements may be suitable for different types of roles or circumstances; and
  - 105.5 requests for flexible working arrangements are to be considered on a case-by-case basis, with a bias towards approving requests.
106. ACIAR is committed to engaging with employees and their union to build a culture that supports flexible working arrangements across ACIAR at all levels. This may include developing and implementing strategies through the ACC.

107. Flexible working arrangements include, but are not limited to, changes in hours of work, changes in patterns of work and changes in location of work.

*Requesting formal flexible working arrangements*

108. The following provisions do not diminish an employee's entitlement under the NES.

109. An employee may make a request for a formal flexible working arrangement.

110. The request must:

110.1 be in writing;

110.2 set out details of the change sought (including the type of arrangement sought and the proposed period the arrangement will operate for); and

110.3 set out the reasons for the change, noting the reasons for the change may relate to the circumstances set out at section 65(1A) of the FW Act.

111. The CEO must provide a written response to a request within 21 days of receiving the request.

112. The response must:

112.1 state that the CEO approves the request and provide the relevant detail in clause 113; or

112.2 if following discussion between ACIAR and the employee, the agency and the employee agree to a change to the employee's working arrangements that differs from that set out in the request – set out the agreed change; or

112.3 state that the CEO refuses the request and include the following matters:

112.3.1 details of the reasons for the refusal; and

112.3.2 set out ACIAR's particular business grounds for refusing the request, explain how those grounds apply to the request; and

112.3.3 either:

112.3.3.1 set out the changes (other than the requested change) in the employee's working arrangements that would accommodate, to any extent, the employee's circumstances outlined in the request and that the agency would be willing to make; or

112.3.3.2 state that there are no such changes; and

112.3.4 state that a decision to refuse the request, or failure to provide a written response within 21 days is subject to the dispute resolution procedures of this agreement, and if the employee is an eligible employee under the FW Act, the dispute resolution procedures outlined in sections 65B and 65C of the FW Act.

113. Where the CEO approves the request this will form an arrangement between ACIAR and the employee. Each arrangement must be in writing and set out:

113.1 any security and work health and safety requirements;



- 
- 113.2 a review date (subject to clause 117); and
  - 113.3 the cost of establishment (if any).
114. The CEO may refuse to approve the request only if:
- 114.1 ACIAR has discussed the request with the employee; and
  - 114.2 ACIAR has genuinely tried to reach an agreement with the employee about making changes to the employee's working arrangements to accommodate the employee's circumstances (subject to any reasonable business grounds for refusal); and
  - 114.3 ACIAR and the employee have not reached such an agreement; and
  - 114.4 ACIAR has had regard to the consequences of the refusal for the employee; and
  - 114.5 the refusal is on reasonable business grounds.
115. Reasonable business grounds include, but are not limited to:
- 115.1 the new working arrangements requested would be too costly for ACIAR;
  - 115.2 there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested;
  - 115.3 it would be impractical to change the working arrangements of other employees, or to recruit new employees, to accommodate the new working arrangements requested;
  - 115.4 the new working arrangements requested would be likely to result in a significant loss in efficiency or productivity;
  - 115.5 the new working arrangements requested would be likely to have a significant negative impact on customer service; and
  - 115.6 it would not be possible to accommodate the working arrangements without significant changes to security requirements, or where work health and safety risks cannot be mitigated.
116. For First Nations employees, ACIAR must consider connection to country and cultural obligations in responding to requests for altering the location of work.
117. Approved flexible working arrangements will be reviewed by ACIAR and the employee after 12 months, or a shorter period, if agreed by the employee. This is to ensure the effectiveness of the arrangement.

*Varying, pausing or terminating flexible working arrangements*

- 118. An employee may request to vary an approved flexible working arrangement in accordance with clause 110. An employee may request to pause or terminate an approved flexible working arrangement.
- 119. The CEO may vary, pause or terminate an approved flexible working arrangement on reasonable business grounds, subject to clause 121.
- 120. The agency must provide reasonable notice if varying, pausing or terminating a flexible working arrangement without the agreement of the employee, having regard to the

---

circumstances of the employee. Exceptions to this requirement are urgent and critical operational circumstances or an employee's demonstrated and repeated failure to comply with the agreed arrangements.

121. Prior to the CEO varying, pausing or terminating the arrangement under clause 119. ACIAR must have:
  - 121.1 discussed with the employee their intention to vary, pause or terminate the arrangement with the employee;
  - 121.2 genuinely tried to reach an agreement with the employee about making changes to the employee's working arrangements to accommodate the employee's circumstances (subject to any reasonable business grounds for alteration);
  - 121.3 had regard to the consequences of the variation, pause or termination for the employee;
  - 121.4 ensured the variation, pause or termination is on reasonable business grounds; and
  - 121.5 informed the employee in writing of the variation, pause or termination to the approved flexible working arrangement, including details set out in clause 112.3.

#### *Working from home*

122. ACIAR will not impose caps on groups of employees on the time that may be approved to work from home or remotely, with each request to be considered on its merits.
123. ACIAR may provide equipment necessary for, or reimbursement, for all or part of the costs associated with establishing a working from home arrangement.
124. An employee working from home is covered by the same employment conditions as an employee working at an office site under this agreement.
125. ACIAR will provide employees with guidance on working from home safely.
126. Employees will not be required by ACIAR to work from home unless it is lawful and reasonable to do so. This may include where circumstances prevent attendance at an office during a pandemic or natural disaster. In these situations, ACIAR will consider the circumstances of the employees and options to achieve work outcomes safely.

#### *Ad-hoc arrangements*

127. Employees may request ad-hoc flexible working arrangements. Ad-hoc arrangements are generally one-off or short-term arrangements for circumstances that are not ongoing.
128. Employees should, where practicable, make the request in writing and provide as much notice as possible.
129. Requests for ad-hoc arrangements are not subject to the request and approval processes detailed in clauses 108 to 117.
130. ACIAR should consider ad-hoc requests on a case-by-case basis, with a bias to approving ad-hoc requests, having regard to the employee's circumstances and reasonable business grounds.

131. Where a regular pattern of requests for ad-hoc arrangements from an employee emerges, ACIAR should consider whether it is appropriate to seek to formalise the arrangement with the employee.

#### *Altering span of hours*

132. An employee may request to work an alternative regular span of hours (bandwidth hours). If approved by the CEO, hours worked on this basis will be treated as regular working hours and will not attract overtime payments. ACIAR will not request or require that any employee alter their regular span of hours (bandwidth hours) under these provisions.

### **Part-time Work**

133. Employees engaged on a full-time basis will not be compelled to convert to part-time employment.
134. Employees engaged on a part-time basis will not be compelled to convert to full-time employment.

### **Christmas Closedown**

135. The agency 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.

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 at half pay).

136. There will be no deduction from annual, personal/carer's, or purchase leave credits for the closedown days.

### **Public holidays**

137. Employees are entitled to the following holidays each year as observed at their normal work location in accordance with the FW Act:
- 137.1 1 January (New Year's Day);
  - 137.2 26 January (Australia Day);
  - 137.3 Good Friday and the following Monday;
  - 137.4 25 April (Anzac Day);
  - 137.5 the King's birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory);
  - 137.6 25 December (Christmas Day);
  - 137.7 26 December (Boxing Day); and

- 137.8 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 2009* from counting as a public holiday.
138. If a public holiday falls on a Saturday or Sunday, and 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.
139. 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.
140. The CEO and an employee may agree to substitute a cultural or religious day of significance to the employee for any day that is a prescribed holiday. If the employee cannot work on the prescribed holiday, the employee will be required to work make-up time at times to be agreed. This substitution does not impact or reduce an employee's entitlement to First Nations ceremonial leave, NAIDOC leave or cultural leave.
141. Where an employee substitutes a public holiday for another day, they will not be paid penalty rates for working their normal hours on the public holiday.
142. Where a public holiday falls during a period when an employee is absent on leave (other than annual leave, paid personal/carer's leave or defence service sick leave) there is no entitlement to receive payment as a public holiday. Payment for that day will be in accordance with the entitlement for that form of leave (e.g. if on long service leave on half pay, payment is at half pay.)
143. If under a law of a State or Territory every Sunday is declared or prescribed by or under that law to be a public holiday, there is no entitlement to receive payment as a public holiday if the employee would have worked, or does perform work, on that day. In these circumstances, payment will only be made at the public holiday rate if the employee performs work on that day, and the Sunday would otherwise be a public holiday under clause 137.1 to 137.8.
144. An employee, who is absent on a day or part day that is a public holiday in their normal work location, 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.
145. Where a full-time employee, including but not limited to employees on compressed hours, has a regular planned day off which would fall on a public holiday, the CEO may allow the employee to change their planned day off so that it does not fall on a public holiday. If it is not possible to change their planned day off, the employee will be credited an equivalent amount of time to their regular hours for the day in flex credits or EL TOIL in recognition of their planned day off.

---

## Section 6: Leave

### Annual leave

146. Employees (other than casual employees) are entitled to 4 weeks (20 days) paid annual leave per year of service, which accrues and credits daily. Annual leave for part-time employees accrues on a pro-rata basis.
147. Annual leave may be taken at half pay. However, unless approved by the CEO (or delegate), it may not be taken at half pay where the employee has an excess leave balance.
148. Excess leave will be managed accordance with this agreement and policy.
149. Where annual leave is cancelled or the employee is recalled to duty, the employee will be reimbursed travel costs not recoverable from insurance or other sources. Evidence of costs may be required.
150. Employees will receive payment in lieu of any untaken annual leave upon separation from the APS.

### *Cash out of Annual Leave*

151. Employees may elect to cash out between five and ten days accrued annual leave provided the employee has:
  - 151.1 12 months of continuous service;
  - 151.2 the available annual leave credits to be cashed out;
  - 151.3 taken the equivalent amount of annual leave in the proceeding 12 months; and
  - 151.4 a remaining balance of at least four weeks annual leave after cashing out leave.
152. Employees can only cash out annual leave once per financial year.
153. A request and approval for cashing out of annual leave must be by written agreement each time annual leave is cashed out.
154. The payment for cash out of annual leave has to be the same as what the employee would have been paid if they took annual leave.
155. The employer cannot force or pressure an employee to cash out annual leave.
156. In exceptional circumstances, the CEO may approve an employee to cash out their annual leave where the eligibility criteria is not met.

### Purchased leave

157. Subject to operational requirements, ongoing employees and non-ongoing employees with contracts two years or longer, may request to purchase up to an additional 8 weeks of purchase leave per year in blocks of one week. The amount of leave purchased will be paid for through a corresponding reduction in fortnightly pay across 26 pays (12 months).

## Personal/carer's leave

### *Entitlement to personal/carer's leave*

- 158. 18 days paid leave per annum (pro-rata for part-time employees).
- 159. Leave at half pay may be approved by the CEO.

### *Accrual of personal/carer's leave*

- 160. For an ongoing employee, 18 days personal/carer's leave will be credited upon the employee's commencement with the APS. After 12 months, the employee's leave will accrue daily, credited at least monthly.
- 161. For a non-ongoing employee, the personal/carer's leave will be credited upon the employee's commencement with the agency. This will be 18 days leave pro-rated based on the employee's initial contract period, and is capped at 18 days. After the initial contract period or 12 months, whichever is shorter, or where the employee has an existing entitlement to personal/carer's leave, leave will accrue daily, credited at least monthly.
- 162. A casual employee may be absent without pay when not fit for work due to personal illness or injury. A casual employee may access 2 days unpaid carer's leave per occasion, consistent with the NES.

### *Transitional arrangements*

- 163. The accrual method set out above will apply from when the transition to daily accrual of personal/carer's leave occurs. ACIAR will transition to the daily accrual method and (at least) monthly crediting of the leave by 1 January 2025.
- 164. Before the transition to daily accrual of personal/carer's leave:
  - 164.1 Employees, except casual employees, are entitled to 18 days paid personal/carers leave for each year of service, credited in advance. Leave is credited on the anniversary of engagement in the APS ('the personal leave accrual date'). Where an employee has periods of service which do not count as service for the purposes of personal/carers leave accrual (such as unpaid leave not to count as service or unauthorised absence), the 'personal leave accrual date' will be deferred by the aggregated number of days of those absences.
  - 164.2 Part time employees are credited on the same basis however, accruals will be a pro rata of the 18 days for each year of service based on ordinary hours worked.
- 165. Where an employee:
  - 165.1 has, or cares for someone with, a chronic condition or other ongoing illness; or
  - 165.2 is recovering from surgery; or
  - 165.3 is pregnant; or
  - 165.4 is returning from parental leave or has a child commencing day care;and, as a result of the transition to daily accrual of personal/carer's leave, does not have sufficient credit to cover an absence for which they would otherwise be able to take personal/carer's leave, the CEO will advance the employee's accrual up to the 12 month anniversary when their leave would otherwise be credited.

### *Usage*

- 166. Personal/carer's leave to be used:

- 166.1 due to personal illness or injury;
  - 166.2 to attend appointments with a registered health practitioner;
  - 166.3 to manage a chronic condition; and/or
  - 166.4 to provide care or support for a family member (including a household member) or a person they have caring responsibilities for; because:
    - 166.4.1 of a personal illness or injury affecting the person; or
    - 166.4.2 of an unexpected emergency affecting the other person.
167. Employees, who have exhausted their paid personal/carers leave entitlement may access 2 days unpaid leave per occasion as per provisions outlined in sections 102 and 103 of the *Fair Work Act 2009*.

#### *Carers*

168. A person that an employee has caring responsibilities for may include a person who needs care because they:
- 168.1 have a medical condition, including when they are in hospital;
  - 168.2 have a mental illness;
  - 168.3 have a disability;
  - 168.4 are frail or aged; and/or
  - 168.5 are a child, not limited to a child of the employee.

#### *Evidence*

169. Evidence may be requested after:
- 169.1 more than 3 consecutive days; and
  - 169.2 more than 8 days without evidence in a calendar year.
170. Acceptable evidence includes:
- 170.1 a certificate from a registered health practitioner;
  - 170.2 a statutory declaration; or
  - 170.3 another form of evidence approved by the Agency Head.
171. A certificate from a registered health practitioner may be used as evidence of a chronic condition for up to 12 months for both personal and carer's leave.

### **Portability of leave**

172. Where an employee moves into ACIAR from another APS agency where they were an ongoing employee, the employee's unused accrued annual leave and personal/carers leave will be transferred, provided there is no break in continuity of service.
173. Where an employee is engaged in ACIAR immediately following a period of ongoing employment in the Parliamentary Service or the ACT Government Service, the employee's unused accrued annual leave and personal/carers leave will be recognised unless the employee received payment in lieu of those entitlements on cessation of employment.
174. Where an employee is engaged as an ongoing employee in ACIAR, and immediately prior to the engagement the person was employed as a non-ongoing APS employee (whether in the agency or another), at the employee's request, any unused accrued annual leave (excluding accrued leave paid out on separation) and personal/carers leave will be recognised.
175. Where an employee is engaged as a non-ongoing APS employee, and immediately prior to the engagement the person was employed as a non-ongoing APS employee (whether in the

agency or another) at the employee's request, any unused accrued annual leave (excluding accrued leave paid out on termination of employment) and personal/carer's leave will be recognised.

176. Where an employee is engaged as an ongoing employee in ACIAR, and immediately prior to the engagement the person was employed by a Commonwealth employer (other than in the Parliamentary Services which are covered in clause 173), the CEO will recognise any unused accrued personal/carer's leave at the employee's request. The CEO will advise the employee of their ability to make this request.
177. Where an employee is engaged as an ongoing employee in ACIAR, and immediately prior to the engagement the person was employed by a State or Territory Government, the CEO may recognise any unused accrued personal/carer's leave, provided there is not a break in continuity of service.
178. For the purposes of clauses 172 to 177, an employee with a break in service of less than 2 months is considered to have continuity of service.

### **Miscellaneous Leave (Discretionary)**

179. The CEO, having regard to the operational needs of ACIAR, may grant an employee's application for miscellaneous leave with or without pay after discussion with the employee's supervisor.
180. Miscellaneous leave may be granted to casual employees to provide for paid family and domestic violence leave, or as otherwise permitted or required by Government directive.

### **Re-crediting of leave**

181. When an employee is on:
  - 181.1 annual leave;
  - 181.2 purchased leave;
  - 181.3 defence reservist leave;
  - 181.4 First Nations ceremonial leave;
  - 181.5 NAIDOC leave;
  - 181.6 cultural leave; or
  - 181.7 long service leave; andbecomes eligible for, under legislation or this agreement:
  - 181.8 personal/carer's leave;
  - 181.9 compassionate or bereavement leave;
  - 181.10 jury duty;
  - 181.11 emergency services leave;



- 181.12 leave to attend to family and domestic violence circumstances; or
- 181.13 parental leave, premature birth leave, stillbirth leave or pregnancy loss leave;
- the affected period of leave will be re-credited.
182. When an employee is on personal/carer's leave and becomes eligible for parental leave, premature birth leave, stillbirth leave or pregnancy loss leave, the affected period of leave will be re-credited.
183. Re-crediting is subject to appropriate evidence of eligibility for the substituted leave.

## **Long service leave**

184. An employee is eligible for long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.
185. The minimum period for which long service leave will be granted is 7 calendar days (whether taken at full or half pay). Long service leave cannot be broken with other periods of leave, except as otherwise provided by legislation or provided for in the re-crediting of leave clause at 181-183 of this agreement.

## **Cultural, ceremonial and NAIDOC leave**

### *NAIDOC leave*

186. First Nations employees may access up to one day of paid leave per calendar year to participate in NAIDOC week activities.
187. NAIDOC leave can be taken in part days.

### *First Nations ceremonial leave*

188. First Nations employees may access up to 6 days of paid leave over 2 calendar years to participate in significant activities associated with their culture or to fulfil ceremonial obligations.
189. The CEO may approve additional leave for cultural or ceremonial purposes as miscellaneous leave, with or without pay.
190. First Nations ceremonial Leave can be taken as part days.
191. First Nations ceremonial leave is in addition to compassionate and bereavement leave.

### *Cultural leave*

192. The CEO may grant up to 3 days of paid leave per calendar year for the purpose of attending significant religious or cultural obligations associated with the employees' particular faith or culture.
193. The CEO may approve additional leave for cultural purposes as miscellaneous leave, with or without pay.
194. Cultural leave can be taken as part days.

195. For the avoidance of doubt, this leave does not cover cultural purposes or obligations which are eligible for paid leave under 188 – 191 .

## Parental leave

196. A primary caregiver, secondary caregiver and the ML Act are defined in the definitions section.
197. An employee who is a **primary caregiver** or **secondary caregiver** is entitled to parental leave up until 24 months from the date of the child’s birth or placement (**parental leave period**). For the avoidance of doubt, this is inclusive of all legislated leave entitlements. The parental leave period does not extend non-ongoing employment where the employment period remaining is less than 24 months. An employee is only eligible for parental leave with pay as either a primary caregiver or a secondary caregiver for the particular parental leave period, and cannot switch roles for the purpose of accessing additional paid leave.
198. For the pregnant employee, the parental leave period starts on commencement of maternity leave as per ML Act requirements, and ceases 24 months from the date of birth. Medical certification requirements for the pregnant employee will be as required by the ML Act.
199. Conditions in this agreement will continue to apply in circumstances where successor legislation to the ML Act does not provide parental leave conditions included in this agreement.

### *Payment during parental leave*

200. An employee is entitled to parental leave with pay as per clauses 202 and 203 below within the parental leave period. Any further parental leave during the parental leave period is without pay. Unused paid parental leave remaining at the end of the employee’s parental leave period will lapse. An employee may choose to use their accrued paid leave entitlements in accordance with usage and eligibility requirements in this agreement during the parental leave period that would otherwise be without pay.
201. Employees newly engaged in the agency or who have moved to ACIAR from another APS agency are eligible for the paid parental leave in clauses 202 and 203 where such paid leave had not already been provided by another APS agency or Commonwealth employer in the 24 months since the child’s date of birth or placement. If the paid leave used by the employee with the previous Commonwealth employer or APS agency is less than the limits specified in clauses 202 and 203, the balance is available to the employee.
202. An employee who is a primary caregiver is entitled to parental leave with pay during the parental leave period to a maximum of 18 weeks as provided in **Table 1** below.

**Table 1: Primary caregivers - circumstances for paid parental leave**

Paid leave entitlement under the ML Act	Additional parental leave with pay under this agreement for the primary caregiver
12 weeks’ paid maternity leave, including any reduced paid maternity leave period due to ML Act qualifying period rules	Paid leave to bring the total period of paid parental leave to 18 weeks

<b>Paid leave entitlement under the ML Act</b>	<b>Additional parental leave with pay under this agreement for the primary caregiver</b>
No ML Act eligibility or coverage	18 weeks

203. An employee who is a secondary caregiver is entitled to parental leave with pay during the parental leave period as provided in **Table 2** below.

**Table 2: Secondary caregivers - circumstances for paid parental leave**

<b>Period which coincides with the parental leave period for the secondary caregiver</b>	<b>Parental Leave with pay under this agreement</b>
Date of commencement of this agreement to 28 February 2025	8 weeks, or top up to 8 weeks where a lesser period of parental leave has already been provided
1 March 2025 to 28 February 2026	11 weeks, or top up to 11 weeks where a lesser period of parental leave has already been provided
1 March 2026 to 27 February 2027	14 weeks, or top up to 14 weeks where a lesser period of parental leave has already been provided
On and from 28 February 2027	18 weeks, or top up to 18 weeks where a lesser period of parental leave has already been provided

204. **Flexibility:** Parental leave with pay, whether provided as maternity leave under the ML Act or under this agreement, can be accessed flexibly during the parental leave period and does not have to be taken in a single block. For the avoidance of doubt, parental leave can be used to replicate a part time work arrangement, and can be taken concurrently with another parent in relation to the same child.
205. **Rate of payment** during paid parental leave is the same as for an absence on personal/carer's leave and based on the employee's weekly hours at the time of the absence.
206. **Half-pay option:** The payment of any paid parental leave may be spread over a maximum period of 36 weeks at the rate of, no less than, half the normal rate of salary. All paid parental leave counts as service for all purposes, where permitted by legislation.

*Adoption and long-term foster care*

207. An employee who is a primary caregiver or secondary caregiver is entitled to parental leave in accordance with this agreement for adoption or long-term foster care, provided that the child:
- 207.1 is under 16 as at the day (or expected day) of placement;
  - 207.2 has not lived continuously with the employee for a period of six months or more as at the day (or expected day) of placement; and
  - 207.3 is not (otherwise than because of the adoption) a child of the employee or the employee's spouse or de facto partner.

208. 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 long-term foster carer purposes.

#### *Stillbirth*

209. Parents of a stillborn child remain eligible for parental leave, except for paid leave for the secondary caregiver which is two weeks.
210. A stillborn child is a child:
- 210.1 who weighs at least 400 g at delivery or whose period of gestation was 20 weeks or more; and
  - 210.2 who has not breathed since delivery; and
  - 210.3 whose heart has not beaten since delivery.

#### *Pregnancy loss leave*

211. A pregnant employee who experiences, or an employee whose spouse or partner experiences, pregnancy loss is entitled to one weeks' paid leave. Pregnancy loss is a miscarriage or other loss of pregnancy that occurs between 12 and 20 weeks' gestation that is not a stillbirth.
212. Pregnancy loss leave is in addition to entitlements to compassionate leave for miscarriage provided under the FW Act and this agreement.

#### *Premature birth leave*

213. In circumstances of a live birth before 37 weeks' gestation a pregnant employee, or an employee whose spouse or partner has given birth prematurely, is entitled to paid premature birth leave from the date of the child's birth up to just before 37 weeks' gestation. Parental leave with pay is then available from what would have been 37 weeks' gestation in accordance with Parental leave in this agreement, noting the parental leave period commences on the child's date of birth.

#### *Transitional provisions*

214. Employees eligible for paid leave under the ML Act are required under legislation to use their paid maternity leave first. In this circumstance, the employee may postpone their paid premature birth leave otherwise payable under clause 213 until after the legislated paid maternity leave is used.

### **Compassionate leave**

215. Employees will be eligible for 3 days paid compassionate leave on each occasion when:
- 215.1 a member of their family (including a member of their household) or someone they have a close personal relationship with contracts, develops or sustains a life-threatening illness or injury; or
  - 215.2 the employee or their partner has a miscarriage.
216. An employee may be asked to provide evidence to support their absences on compassionate leave.

- 
- 217. Compassionate leave for an occasion may be taken as 3 consecutive days or in separate periods totalling 3 days. This can include part days.
  - 218. For casual employees, compassionate leave is unpaid.

### **Bereavement leave**

- 219. Employees will be eligible for 3 days paid bereavement leave on each occasion when:
  - 219.1 a member of their family (including a member of their household) or someone they had a close personal relationship with dies; or
  - 219.2 a child is stillborn, where the child was a member of their family (including a member of their household).
- 220. An employee may be asked to provide evidence to support their absences on bereavement leave.
- 221. Bereavement leave for an occasion may be taken as 3 consecutive days or in separate periods totalling 3 days. This can include part days.
- 222. For casual employees, bereavement leave is unpaid.

### **Emergency response leave**

- 223. In line with section 108 of the FW Act, an employee who engages in an eligible community service activity is entitled to emergency response leave to volunteer for emergency management duties for:
  - 223.1 the time engaged in the activity;
  - 223.2 reasonable travelling time; and
  - 223.3 reasonable recovery time.
- 224. Full-time and part-time employees will be able to access 20 working days of paid emergency response leave at their full rate of pay per year if required. The CEO may provide additional emergency response leave with pay.
  - 224.1 For the purposes of this clause, full rate of pay is to be as if the employee was at work.
- 225. Paid leave may be refused where the employee's role is essential to ACIAR's response to the emergency.
- 226. An employee must provide evidence that the organisation requests their services. Employees can provide evidence before or as soon as practical after their emergency service activity.
- 227. The CEO may approve reasonable paid or unpaid leave for ceremonial duties and training.
- 228. Emergency response leave, with or without pay, will count as service.

## **Jury duty**

229. Employees who are required by a court to attend either for jury selection, or to act as a juror, will be released from duty for the required period, without the need to apply for leave.
230. Full and part-time employees will be released from duty on their full rate of pay. Payment for casuals will be as per the relevant state legislation.
- 230.1 For the purposes of this clause, full rate of pay is to be as if the employee was at work.
231. The employee is required to inform their manager before they are released from duty and provide evidence of the need to attend.
232. If the employee receives a payment from the court for attendance (which are not expense related such as allowances and reimbursements), they must repay that amount to ACIAR for the period of absence. This will be administered in accordance with the overpayments clause.

## **Defence reservist leave**

233. The CEO will give an employee leave with or without pay to undertake:
- 233.1 Australian Defence Force (ADF) Reserve and continuous full-time service (CFTS); and
- 233.2 Australian Defence Force Cadet obligations.
234. An employee who is a Defence Reservist can take leave with pay for:
- 234.1 up to 4 weeks (20 days) in each financial year (pro-rata for part-time employees); and
- 234.2 an extra 2 weeks (10 days) in the first year of ADF Reserve service (pro-rata for part-time employees).
235. Leave can be built up and taken over 2 consecutive years. This includes the extra 2 weeks in the first year of service.
236. An employee who is an Australian Defence Force Cadet officer or instructor can get paid leave up to 3 weeks in each financial year to perform their duties. Australian Defence Force Cadets means:
- 236.1 Australian Navy Cadets;
- 236.2 Australian Army Cadets; and
- 236.3 Australian Air Force Cadets.
237. In addition to the entitlement at clause 234, paid leave may be granted to an employee to attend an interview or medical examination in connection with the enlistment of the employee in a Reserve Force of the Defence Force.
238. Paid defence reservist leave counts for service.
239. Unpaid defence reservist leave for 6 months or less counts as service for all purposes. This includes periods of CFTS.

- 240. Unpaid leave taken over 6 months counts as service, except for annual leave.
- 241. An employee will not need to pay their tax free ADF Reserve salary to their agency for any reason.

### **Defence service sick leave**

- 242. An employee is eligible for defence service sick leave credits when the Department of Veterans Affairs (DVA) has certified that an employee's medical condition is as a result of either:
  - 242.1 warlike service; or
  - 242.2 non-warlike service.
- 243. An eligible employee can get 2 types of credits:
  - 243.1 an initial credit of 9 weeks (45 days) defence service sick leave will apply as of the later below option:
    - 243.1.1 they start employment with the APS; or
    - 243.1.2 DVA certifies the condition; and
  - 243.2 an annual credit of 3 weeks (15 days) defence service sick leave.
- 244. An employee can use their defence service sick leave when a recognised medical practitioner provides a certificate that says they were away due to their DVA certified medical condition.
- 245. Unused annual credits can be built up to 9 weeks.
- 246. An employee cannot use annual credits until the initial credit is exhausted.
- 247. Defence service sick leave is paid and counts as service for all purposes.

### **Leave to attend proceedings**

- 248. An employee giving evidence before a Court, Tribunal or Royal Commission on behalf of the Commonwealth or a Commonwealth party in the course of their duties, will be considered on duty.
- 249. An employee who is not covered under clause 248, and is required to give evidence to, appear before or attend to instruct a representative at a Court, Tribunal or Royal Commission in relation to their duties will be released from duty without loss of pay. This includes in proceedings relating to a dispute between the employee and ACIAR.
- 250. An employee may otherwise be granted paid or unpaid miscellaneous leave by the CEO if required to give evidence to a Court, Tribunal or Royal Commission for any other reason. Where approval for unpaid leave is given, the employee may elect to use accrued annual leave, flex leave or time off in lieu.
- 251. The CEO may refuse to release an employee from duty having regard to business requirements and whether the employee's attendance is necessary for the Court, Tribunal or Royal Commission hearing.

---

## Section 7: Employee support and workplace culture

### Blood donation

252. An employee can take reasonable time away from duty during their ordinary work hours to donate blood, plasma or platelets. It includes reasonable travel time and employers will consider employees on duty.
253. The employee must inform their manager in advance of when they will be away from work before donating blood, plasma or platelets.

### Vaccinations

254. ACIAR will offer annual influenza vaccinations to all employees at no cost.
255. Where ACIAR requires an employee performing a role to be vaccinated for a particular condition, this vaccination will be offered at no expense to the employee.

### Employee Assistance Program

256. Employees, their partners, and their dependants/children will have access to a confidential, professional counselling service to assist employees to manage personal and work issues. This service will be provided at no cost to employees by ACIAR and will be accessible on paid time.

### Respect at work

#### *Principles*

257. ACIAR values a safe, respectful and inclusive workplace free from physical and psychological harm, harassment, discrimination and bullying. ACIAR recognises that preventing sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace is a priority.
258. ACIAR recognises that approaches to prevent sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace should be holistic and consistent with the Australian Human Rights Commission's guidance, including the [Good Practice Indicators Framework for Preventing and Responding to Workplace Sexual Harassment](#).

#### *Consultation*

259. The agency will consult with employees and their unions in developing, reviewing and evaluating approaches to prevent sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace.

### Family and domestic violence support

260. ACIAR will provide support for employees affected by family and domestic violence, depending on the employee's circumstances.



- 
261. ACIAR recognises that a holistic approach should be taken to support the employee, appropriate for the employee's individual circumstances.
  262. Family and domestic violence support, including paid leave, are available to all employees covered by this agreement.
  263. An employee experiencing family and domestic violence is able to access paid miscellaneous leave. Reasons an employee experiencing family and domestic violence may access this leave include, but are not limited to:
    - 263.1 illness or injury affecting the employee resulting from family and domestic violence;
    - 263.2 providing care or support to a family member (including a household member) who is also experiencing family and domestic violence, and is ill or injured as a result of family and domestic violence;
    - 263.3 providing care or support to a family member (including a household member) who is also experiencing family and domestic violence, and is affected by an unexpected emergency as a result of family and domestic violence;
    - 263.4 making arrangements for the employee's safety, or the safety of a close relative;
    - 263.5 accessing alternative accommodation;
    - 263.6 accessing police services;
    - 263.7 attending court hearings;
    - 263.8 attending counselling; and
    - 263.9 attending appointments with medical, financial or legal professionals.
  264. This entitlement exists in addition to an employee's existing leave entitlements and may be taken as consecutive days, single days or part days and will count as service for all purposes.
  265. Given the emergency context in which leave may need to be accessed, employees can proceed to take the leave and seek approval at a later date, as soon as practicable.
  266. These family and domestic violence support clauses do not reduce an employee's entitlement to family and domestic violence leave under the NES.
  267. Paid miscellaneous leave available under this clause is paid for ongoing and non-ongoing employees at their full rate as if they were at work.
  268. Paid leave for casual employees under this clause is paid at their full pay rate for the hours they were rostered to work in the period they took leave.
  269. Evidence may be requested to support ACIAR in approving leave. In most cases, this will not be required. Where it is required, this will be discussed with the employee and a statutory declaration is the only form of evidence ACIAR will require, unless the employee chooses to provide another form of evidence.
  270. An employee may also choose to provide other forms of evidence, including a medical certificate, or document issued by the Police Service, a Court, a Doctor, district Nurse, a Family Violence Support Service or Lawyer.

271. ACIAR will take all reasonable measures to treat information relating to family and domestic violence confidentially. ACIAR will adopt a 'needs to know' approach regarding communication of an employee's experience of family and domestic violence, subject to steps ACIAR may need to take to ensure the safety of the employee, other employees or persons, or mandatory reporting requirements.
272. Where ACIAR needs to disclose confidential information for purposes identified in clause 271, where it is possible ACIAR will seek the employee's consent and take practical steps to minimise any associated safety risks for the employee and/or privacy breaches.
273. ACIAR will not store or include information on the employee's payslip in relation to the employee's experience of family and domestic violence; any leave accessed for the purposes of family and domestic violence; or support(s) provided by the employer, unless otherwise required by legislation.
274. Other available support may include, but is not limited to, flexible working arrangements, additional access to EAP, changes to their span of hours or pattern of hours and/or shift patterns and/or location of work where reasonably practicable.
275. ACIAR will acknowledge and take into account an employee's experience of family and domestic violence if an employee's attendance or performance at work is affected.
276. Further information about leave and other support available to employees affected by family and domestic violence may be found in policy.

## **Integrity in the APS**

277. ACIAR understands that procedural fairness is essential in building and maintaining trust with APS employees, and that it requires fair and impartial processes for employees affected by APS-wide or ACIAR decisions.
278. Employees are to give advice that is frank, honest, timely and based on the best available evidence. This includes scientific and engineering advice based on evidence-based facts guided by the best available science and data. Employees will not be disadvantaged or discriminated against because they have given advice in accordance with their expertise or professional qualifications and in accordance with the APS Code of Conduct in the PS Act.
279. Employees can, during their ordinary work hours, take time to:
  - 279.1 access an APS-wide ethics advisory service or another similar service provided by a professional association such as a law society or in the agency; and
  - 279.2 attend ACIAR mandated training about integrity.

## **First Nations cultural competency training**

280. The CEO will take reasonable steps to ensure all substantive, ongoing EL2 employees employed at the commencement of this agreement or any new substantive, ongoing EL2 employees who commence within the first 6 months of this agreement will complete relevant First Nations cultural competency training within 12 months of the commencement of the agreement.

- 
281. Any new substantive, ongoing EL2 employee who commences after 6 months of the commencement of this agreement will be required to complete a relevant First Nations cultural competency training course within 6 months of their engagement or promotion.

### **Lactation and breastfeeding support**

282. Reasonable paid time during work hours will be provided for lactation breaks for breastfeeding, expressing milk and other associated activities.
283. ACIAR will provide access to appropriate facilities for the purpose of breastfeeding or expressing milk, subject to clause 284. In considering whether a space is appropriate, an agency should consider whether:
- 283.1 there is access to refrigeration;
  - 283.2 the space is lockable; and
  - 283.3 there are facilities needed for expressing, such as appropriate seating.
284. Where it is not practicable for an ACIAR site to have a designated space, a flexible approach will be taken so that the employee can access the support required.
285. ACIAR will facilitate discussion between individual employees and their managers about accommodating the employee's lactation needs and practical arrangements to meet these needs.
286. The manager and employee shall discuss any flexible working arrangements that may be needed to support lactation. This may include consideration of arrangements such as working from home and/or remote working or varying work hours on an ad-hoc or regular basis. Wherever possible, requests by an employee will be accommodated, noting these needs may be changed over time.
287. Further information is available in policy.

### **Disaster support**

288. Where an official disaster or emergency is declared and this prevents an employee from reasonably attending work, or where it impacts their household or home, the CEO will consider flexible working arrangements to assist the employee to perform their work.
289. Where flexible working arrangements are not appropriate, the CEO may grant paid miscellaneous leave to an employee with regard to the scale and nature of the emergency. This leave counts as service and may be approved retrospectively.
290. In considering what period of leave is appropriate, the CEO will take into account the safety of the employee, their family (including their household) and advice from local, State and Commonwealth authorities.

## Section 8: Performance and development

### Performance Framework

291. Employees must participate in ACIARs performance appraisal scheme. The performance framework provides a mechanism whereby the performance of each individual employee can be enhanced to enable achievement of both ACIAR and individual goals.
292. ACIAR and its employees agree that the success of the performance framework is the joint responsibility of supervisors and employees to ensure that each ACIAR employee, other than non-ongoing employees engaged for terms of less than 6 months, develops an annual performance agreement with their supervisor.
293. *Managing under-performance*  
Performance feedback using the performance framework will be the initial and primary channel for addressing under-performance. Where an employee's performance is not satisfactory, the supervisor will address performance issues using the ACIAR Guidelines for Managing under-performance.

### Probation

294. New APS employees in ACIAR who are engaged as ongoing employees or as non-ongoing employees whose employment contract is greater than 6 months will be subject to satisfactory completion of a probation period. New employees will be advised of the period of probation – which is generally 6 months – in their employment contract.

### Workloads

295. ACIAR recognises the importance of employees balancing their work and personal life. While it is acknowledged that at times it may be necessary for some extra hours being worked by some employees, this should be regarded as the exception rather than the rule.
296. When determining workloads for an employee or group of employees, ACIAR will consider the need for employees to strike a balance between their work and personal life.
297. Where an employee or group of employees raise that they have experienced significant workload pressures over a prolonged period of time, ACIAR and employee/s together must review the employees' workloads and priorities, and determine appropriate strategies to manage the impact on the employee or group of employees.

### Study assistance

298. ACIAR may provide financial or other assistance to an employee to undertake formal courses of study through tertiary and higher education institutions and other vocational education courses where the study is agreed as part of an employee's performance framework.
299. Study assistance is discretionary, and applicants do not have an automatic entitlement to approval as a student for either study leave or for financial assistance.

---

## Section 9: Travel and location-based conditions

### Travel

300. ACIAR will meet reasonable expenses, as determined by the CEO, associated with official, work-related travel. Any travel claim may be subject to prior approval.
301. ACIAR will provide employees required to travel overseas with access to comprehensive travel health assessments, including provision of injections and preventative medicines.
302. *Travel Time*
- Wherever practical, official travel should be undertaken within the standard hours of duty or within the flextime bandwidth where flextime applies.
303. Official travel undertaken within standard hours is considered time on duty.
304. Employees at the APS level 1 – 6 travelling on official travel outside the bandwidth (or outside ordinary working hours for part-time employees) may claim time off in lieu, at no more than single time, and clause 103-104 does not applied to such travel.
305. Time off in lieu may be considered for Executive Level employees in accordance with clause 96-102.

### Relocation assistance

306. Where an APS employee is required to relocate at the request of ACIAR (such as a promotion), the employee will be provided with financial relocation assistance. Employees who relocate on a temporary basis to take up higher duties are entitled to removal expenses if they relocate for a period of 13 weeks or more.
307. Where an employee is required to relocate on engagement with ACIAR, the employee will be provided with financial relocation assistance.
308. Reasonable expenses associated with the relocation include:
- 308.1 the cost of transport of the employee, their dependents and partner by the most economical means;
  - 308.2 removal expenses, namely the reimbursement of reasonable incurred costs of the removal of furniture and household effects of the employee, dependants and partner;
  - 308.3 the reimbursement of the cost of the insurance premium based on a reasonable replacement value; and
  - 308.4 the reasonably incurred expenses in kennelling and transport of pets, up to the amount specified in the APS Award.
309. Additional relocation assistance may be considered by CEO discretion.

---

## Section 10: Consultation, representation and dispute resolution

### Consultation

#### *Principles*

310. Genuine and effective consultation with employees and the relevant union(s), taking into account the diverse needs of employees, fosters a positive and inclusive workplace, enabling the views of employees to be considered.
311. ACIAR recognises:
- 311.1 the importance of inclusive and respectful consultative arrangements;
  - 311.2 employees and the relevant union(s) should have a genuine opportunity to influence decisions;
  - 311.3 the nature and extent of consultation will vary depending on the proposed change and the likely impact on employees. Consultation on agency policies may occur over at least 2 weeks, whereas a major change is likely to require a more extensive consultation process;
  - 311.4 consultation with employees and relevant unions(s) on workplace matters that significantly affect or materially impact them is sound management practice; and
  - 311.5 the benefits of employee and union involvement and the right of employees to be represented by their union.
312. Genuine and effective consultation involves:
- 312.1 providing employees and the relevant union(s) with a genuine opportunity to influence the decision prior to a decision being made;
  - 312.2 providing all relevant information to employees and the relevant union(s) in a timely manner to support consideration of the issues;
  - 312.3 considering feedback from employees and the relevant union(s) in the decision-making process; and
  - 312.4 advising employees and the relevant union(s) of the outcome of the process, including how their feedback was considered in the decision-making process.

#### *When consultation is required*

313. Consultation is required in relation to:
- 313.1 changes to work practices which materially alter how an employee carries out their work;
  - 313.2 changes to or the introduction of policies or guidelines relevant to workplace matters (unless the changes are minor or procedural);

- 313.3 major change that is likely to have a significant effect on employees;
  - 313.4 implementation of decisions that significantly affect employees;
  - 313.5 changes to employees' regular roster or ordinary hours of work (subject to any other relevant provisions in this agreement); and
  - 313.6 other workplace matters that are likely to significantly or materially impact employees.
314. ACIAR, employees and the relevant union(s) recognise that consultation prior to a decision may not be practicable where a decision is made by Government or is required due to matters beyond the reasonable control of the agency. In these circumstances, consultation regarding the implementation of the decision will occur as early as is reasonably practicable.

*Provisions for consultation on major change and introduction of a change to regular roster or ordinary hours of work of employees*

315. This clause applies if ACIAR:
- 315.1 proposes to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
  - 315.2 proposes to introduce a change to the regular roster or ordinary hours of work of employees.

*Representation*

316. Employees may appoint a representative for the purposes of the procedures in this clause. A representative for the purpose of this clause may be a union representative.
317. ACIAR must recognise the representative if:
- 317.1 a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - 317.2 the employee or employees advise the employer of the identity of the representative.

*Major change*

318. In this clause, a major change is **likely to have a significant effect on employees** if it results in, for example:
- 318.1 the termination of the employment of employees; or
  - 318.2 major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
  - 318.3 the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - 318.4 the alteration of hours of work; or
  - 318.5 the need to retrain employees; or

- 318.6 the need to relocate employees to another workplace; or
- 318.7 the restructuring of jobs.
319. The following additional consultation requirements in clause 320 to 326 apply to a proposal to introduce a major change referred to in clause 313.3.
320. Consultation with employees and the relevant union(s) and/or recognised representatives will occur prior to a decision being made, subject to clause 314.
321. Where practicable, an ACIAR change manager or a primary point of contact will be appointed and their details provided to employees and the relevant union(s) and/or their recognised representatives.
322. ACIAR must notify employees and relevant union(s) and/or recognised representatives of the proposal to introduce the major change as soon as practicable.
323. As soon as practicable after proposing the change, or notifying of the change in circumstances described at clause 314, ACIAR must:
- 323.1 discuss with affected employees and relevant union(s) and/or other recognised representatives:
    - 323.1.1 the proposed change:
    - 323.1.2 the effect the proposed change is likely to have on the employees; and
    - 323.1.3 proposed measures to avert or mitigate the adverse effect of the proposed change on the employees; and
  - 323.2 for the purposes of the discussion – provide, in writing, to employees and the relevant union(s) and/or other recognised representatives:
    - 323.2.1 all relevant information about the proposed change, including the nature of the change proposed; and
    - 323.2.2 information about the expected effects of the proposed change on the employees; and
    - 323.2.3 any other matters likely to affect the employees.
324. ACIAR must give prompt and genuine consideration to matters raised about the major change by employees and the relevant union(s) and/or other recognised representatives.
325. However, ACIAR is not required to disclose confidential or commercially sensitive information to employees and the relevant union(s) and/or other recognised representatives.
326. If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of ACIAR, the requirements set out in clauses 320 to 324 are taken not to apply.

*Change to regular roster or ordinary hours of work*

327. The following additional consultation requirements in clause 328 to 331 apply to a proposal to introduce a change referred to in clause 313.5.



328. ACIAR must notify affected employees and the relevant union(s) and/or other recognised representatives of the proposed change.
329. As soon as practicable after proposing to introduce the change, ACIAR must:
- 329.1 discuss with employees and the relevant union(s) and/or other recognised representatives:
    - 329.1.1 the proposed introduction of the change; and
  - 329.2 for the purposes of the discussion – provide to the employees and relevant union(s) and/or other recognised representatives:
    - 329.2.1 all relevant information about the proposed change, including the nature of the proposed change; and
    - 329.2.2 information about what the employer reasonably believes will be the effects of the proposed change on the employees; and
    - 329.2.3 information about any other matters that the employer reasonably believes are likely to affect the employees; and
  - 329.3 invite employees and the relevant union(s) and/or other recognised representatives to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities). However, ACIAR is not required to disclose confidential or commercially sensitive information to the relevant employees and the relevant union(s) and/or other recognised representatives.
330. ACIAR must give prompt and genuine consideration to matters raised about the proposed change by the employees and the relevant union(s) and/or other recognised representatives.

*Interaction with emergency management activities*

331. Nothing in this term restricts or limits the ability of a designated emergency management body to undertake activities provided at section 195A(1) of the FW Act.

### **Agency consultative committee**

332. The ACIAR Consultative Committee, will facilitate communication and consultation with employees on workplace relations/matters and health and safety matters and will monitor the implementation of this agreement.
333. The ACIAR consultative committee will operate subject to an agreed terms of reference and structure for the term of the agreement. Representation on the committee will be in accordance with the terms of reference.

### **APS consultative committee**

334. The CEO will support the operation of the APS consultative committee to the extent possible. This includes providing information requested by the Australian Public Service Commission to support the operation of the APS consultative committee, subject to legislative requirements.

## Dispute resolution

335. If a dispute relates to:
- 335.1 a matter arising under this agreement; or
  - 335.2 the National Employment Standards;
- this term sets out procedures to settle the dispute.
336. An employee or union who is covered by this agreement may initiate and/or be a party to a dispute under this term.
337. An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term. Representatives will be recognised and dealt with in good faith.
338. Parties to the dispute must attempt to resolve the dispute at the workplace level, by discussion between the employee or employees and relevant managers. Parties to the dispute will notify higher level managers to assist in the resolution of the dispute. Parties will give genuine consideration to proposals to resolve the dispute.
339. If a dispute about a matter arising under this agreement is unable to be resolved at the workplace level, and all appropriate steps under clause 338 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.
340. The Fair Work Commission may deal with the dispute in 2 stages:
- 340.1 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
  - 340.2 if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
    - 340.2.1 arbitrate the dispute; and
    - 340.2.2 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 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 Act. Therefore, an appeal may be made against the decision.*

341. While the parties are attempting to resolve the dispute using the procedures in this term:
- 341.1 an employee must continue to perform their work as they would normally in accordance with established custom and practice at the ACIAR that existed immediately prior to the dispute arising unless they have a reasonable concern about an imminent risk to their health or safety; and
  - 341.2 subject to 341.1, an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
    - 341.2.1 the work is not safe; or

- 341.2.2 applicable work health and safety legislation would not permit the work to be performed; or
  - 341.2.3 the work is not appropriate for the employee to perform; or
  - 341.2.4 there are other reasonable grounds for the employee to refuse to comply with the direction.
342. The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.
343. Any disputes arising under the *Australian Centre for International Agricultural Research Enterprise Agreement 2022-25* or the National Employment Standards that were formally notified under clause 2.3 of that agreement before the commencement of this agreement, that remain unresolved at the date of commencement of this agreement, will be progressed under the dispute resolution procedures in this agreement.

*Leave of absence to attend proceedings*

344. Where the provisions of clauses 335 to 339 have been complied with, and to assist in the resolution of the matter, the employee, and/or the union delegate or other employee representative referred to in clause 337, or employee required to provide evidence, will be granted paid time to attend dispute resolution processes and proceedings in the Fair Work Commission arising from referral of the matter in clause 339.

## **Delegates' rights**

345. Union delegates play an important and legitimate role in the workplace. This includes representing their members and supporting employee access to union officials, and providing employee views to the agency.
346. The role of union delegates is to be respected and supported.
347. ACIAR and union delegates will work together respectfully and collaboratively.

*Supporting the role of union delegates*

348. ACIAR respects the role of union delegates to:
- 348.1 provide information, consult with and seek feedback from employees in the workplace on workplace matters;
  - 348.2 consult with other delegates and union officials, and get advice and assistance from union officials;
  - 348.3 represent the interests of members to the employer and industrial tribunals; and
  - 348.4 represent members at relevant union forums, consultative committees or bargaining.
349. ACIAR and union delegates recognise that undertaking the role of a union delegate is not the primary purpose of an employee's engagement, and must work with and not unreasonably impact their regular duties. Honorary officials may request additional time and facilities from time to time.

- 
350. Union delegates will be provided with reasonable paid time during their normal working hours to perform their union delegate role. The paid time provided should not result in disruption to critical services or operational requirements.
351. To support the role of union delegates, ACIAR will, subject to legislative and operational requirements, including privacy and security requirements:
- 351.1 provide union delegates with reasonable access to agency facilities and resources, including for paid or unpaid meetings between employees and their unions and to communicate with union officials;
  - 351.2 advise union delegates and other union officials of the agency facilities and resources available for their use, which may include telephone, photocopying, internet, and email;
  - 351.3 allow reasonable official union communication appropriate to the agency from union delegates with employees, including through email, intranet pages and notice boards. This may include providing a link to a union website for employees to access union information. Any assistance in facilitating email communications does not include an agency vetoing reasonable communications;
  - 351.4 provide access to new employees as part of induction; and
  - 351.5 provide reasonable access to union delegates to attend appropriate paid time training in workplace relations matters, during normal working hours.
352. Where APS employees are elected as officials of a trade union or professional association, they are not required to seek permission from the workplace or ACIAR before speaking publicly in that capacity, subject to the APS Code of Conduct and legislative requirements.

---

## Section 11: Separation and retention

### Resignation

- 353. An employee may resign from their employment by giving the CEO at least 14 calendar days' notice.
- 354. At the instigation of the CEO, the resignation may take effect at an earlier date within the notice period. In such cases, the employee will receive paid compensation in lieu of the notice period which is not worked.
- 355. The CEO has the discretion to agree to a shorter period of notice or waive the requirement to give notice.

### Termination of employment

- 356. Termination of, or a decision to terminate employment, cannot be reviewed under the dispute prevention and resolution procedure addressed in clause 335 - 344 of this agreement. The rights and remedies of an employee in relation to termination of employment are those applicable under:
  - 356.1 Division 11 of Part 2-1 of the Fair Work Act 2009;
  - 356.2 Parts 3-1 and 3-2 of the Fair Work Act 2009;
  - 356.3 other Commonwealth laws (including the Constitution); and
  - 356.4 common law.
- 357. Where a decision to terminate employment has been made, notice of termination or payment in lieu of notice shall be in accordance with s117 of the Fair Work Act 2009.
- 358. Nothing in this agreement prevents the CEO from terminating the employment of an employee for serious misconduct without notice or payment in lieu of notice, consistent with s123 of the Fair Work Act 2009.

### Payment on death of an employee

- 359. When an employee dies, or the CEO has directed that an employee is presumed to have died on a particular date, subject to any legal requirements, the CEO must authorise payments to the partner, dependants or legal representative of the former employee, the amount to which the former employee would have been entitled had they ceased employment through resignation or retirement, or where legislation provides specifically for amounts calculated based on the death of the employee, those amounts. If payment has not been made within a year of the former employee's death, it should be made to their legal representative.

---

## **Redeployment, reduction and retrenchment**

360. The parties to this agreement recognise that, for a variety of reasons, ongoing employees might, at some point, have to consider the options of redeployment, reduction or retrenchment. Further information on the procedures for handling redeployment, reduction and retrenchment are described in Attachment B.

## Attachment A – Base salaries

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
Classification	Salary Levels	As at 31 August 2023	From the later of commencement of the agreement or 14 March 2024 (4.0%)	From 13 March 2025 (3.8%)	From 12 March 2026 (3.4%)
<b>*EL2 Specialist 2 (Band 4)</b>	5	198,192	206,120	213,952	221,227
	4	192,767	200,478	208,096	215,171
	3	187,337	194,831	202,234	209,110
	2	181,915	189,192	196,381	203,058
	1	176,488	183,548	190,522	197,000
<b>*EL2 Specialist 1 (Band 4)</b>	4	172,216	179,105	185,911	192,232
	3	167,658	174,364	180,990	187,144
	2	163,093	169,617	176,063	182,049
	1	158,534	164,875	171,141	176,959
<b>EL2 (Band 4)</b>	5	153,978	160,137	166,222	171,874
	4	150,909	156,945	162,909	168,448
	3	147,840	153,754	159,596	165,023
	2	144,768	150,559	156,280	161,593
	1	141,700	147,368	152,968	158,169
<b>EL 1 (Band 3)</b>	3	119,395	124,170	128,889	133,271
	2	116,497	121,157	125,761	130,036
	1	113,600	118,144	122,633	126,803
<b>APS6 (Band 2)</b>	5				111,701
	4	99,380	103,356	107,283	110,931
	3	96,220	100,069	103,871	107,403
	2	93,063	96,785	100,463	103,879
	1	89,905	93,501	97,054	100,354
<b>APS5 (Band 2)</b>	4				\$96,829
	3	85,197	88,605	91,972	95,099
	2	83,618	86,963	90,267	93,336
	1	82,032	85,313	88,555	91,566
<b>APS4 (Band 2)</b>	3	78,363	81,497	84,594	87,470
	2	76,344	79,398	82,415	85,217
	1	74,329	77,302	80,240	82,968

<b>APS3 (Band 1)</b>	4	70,084	72,887	75,657	78,229
	3	68,410	71,146	73,850	76,360
	2	66,736	69,405	72,042	74,492
	1	65,064	67,666	70,237	72,625
<b>APS2 (Band 1)</b>	4	63,393	65,928	68,434	70,760
	3	61,374	63,829	66,255	68,507
	2	59,358	61,732	64,078	66,257
	1	57,342	59,636	61,902	64,006
<b>APS 1 (Band 1)</b>	4	56,043	58,284	60,499	62,556
	3	54,319	56,492	58,639	60,632
	2	52,599	54,703	56,782	58,712
	1	50,878	52,913	54,923	56,791

Double lines = hard barrier      Dotted line = soft barrier (see clauses 74 – 76)

\*Note these classifications and salary points can only be accessed on meeting the essential skills, qualifications and/or experience for specialist positions and are intend only for specialist local titles.



## Attachment B – Redeployment, Reduction and Retrenchment

- B1. The following redeployment, reduction and retrenchment provisions will apply to excess ongoing employees of ACIAR. An employee is an excess employee if
- B2. the employee is included in a class of employees employed in ACIAR, which class comprises a greater number of employees than is necessary for the efficient and economical working of ACIAR;
- B2.1 the services of the employee cannot be effectively used because of technological or other changes in the work methods of ACIAR or changes in the nature, extent or organisation of the functions of ACIAR; or
  - B2.2 where 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 new locality and the CEO has determined that these provisions will apply to that employee.
- B3. These provisions do not apply to ongoing employees on probation or to non-ongoing employees. Details relating to termination of the employment of these employees will be provided at the time of their engagement to ACIAR and be reflected in the individual contract of employment.

### *Consultation Process for Redeployment or Retrenchment (Consultation Period 4 Weeks)*

- B4. When the CEO becomes aware that a particular employee is likely to become excess, the CEO will advise the employee of the situation in writing at the earliest practicable time.
- B5. During the consultation period, the CEO will hold discussions with the employee, and/or their nominated representative if the employee so chooses, to discuss:
- B5.1 reasons for the excess staff situation;
  - B5.2 redeployment opportunities for the employee in ACIAR at level or at a lower level (which may depend on another suitable employee indicating a preparedness to accept redundancy); or
  - B5.3 whether the employee would like to accept voluntary retrenchment during the consideration period.
- B6. The CEO may, during the consultation period, invite other ACIAR employees who are not excess to volunteer for retrenchment where that retrenchment would permit the redeployment of the potentially excess employee.
- B7. During this time, the employee must be given information on the:
- B7.1 amount of severance pay, pay in lieu of notice and paid up leave credits;
  - B7.2 amount of accumulated superannuation contributions;
  - B7.3 superannuation options open to the employee;
- B8. An employee whose election to be retrenched is accepted by the CEO is entitled to the provisions of clauses B14 to B21.

### *Redeployment Efforts Following Consultation Period*

- B9. Where the actions in B5 have not enabled the excess employee to be re-assigned at level within ACIAR and if the excess employee:
- B9.1 wishes to remain in ACIAR;
  - B9.2 is assessed as suitable for available duties in ACIAR; and
  - B9.3 has not been redeployed
- they can be re-assigned duties at a lower level, provided there is a position available.
- B10. ACIAR will consider an excess employee in isolation from, and not in competition with, other applicants for any advertised job, at or below the excess employee's substantive level in ACIAR.
- B11. At the conclusion of the consultation process detailed in B3 to B7 of this agreement, or a shorter period requested by the employee, the CEO may formally advise the employee that they are excess to requirements.
- B12. Where the CEO is of the opinion that the requirements of B8 and B10 have been met, the CEO may immediately confirm in writing that the employee is excess to the requirements of ACIAR and will offer voluntary retrenchment to that employee. An employee who has been advised that they are excess and who is not seeking redeployment will be made only one offer of voluntary retrenchment in respect of any single retrenchment situation, and will be given 30 days in which to consider the offer commencing on the day after the offer is made.
- B13. If the employee does not wish to accept voluntary retrenchment at that time but is interested in redeployment within the wider APS, they will immediately be referred to a provider of redeployment services.
- B14. Where the employee declines to accept such a referral, or a two-month period has elapsed since the employee accepted the referral, the employee will be involuntarily retrenched. Employees who are involuntarily retrenched will receive an NES redundancy payment.

#### *Period of Notice*

- B15. Where the employee accepts an offer of voluntary retrenchment and the employee's employment is terminated by the CEO under s.29 of the PS Act within the 4 week period of notice (or 5 weeks for employees over 45 with at least 5 years' service), the employee is entitled to be paid their normal salary in respect of the balance of that period in accordance with the Division 11 of Part 2-2 of the Fair Work Act.

#### *Severance Benefits*

- B16. An employee whose employment is terminated by the CEO under section 29 of the PS Act on the grounds that they are excess to requirements is entitled to be paid a sum equal to two weeks' salary for each completed year of continuous service plus a pro rata payment for completed months of service since the last completed year of service
- B17. The minimum sum payable under B15. will be 4 weeks' salary and the maximum sum payable will be 48 weeks' salary.
- B18. The severance benefit will be calculated on a pro rata basis for any period where an employee has worked part-time hours during their period of service. For the purpose of calculating any payment under B15, salary will be made up of:
- B18.1 the employee's salary at their substantive level (unless the employee has been working at a higher level for a continuous period of at least 12 months immediately

preceding the date on which the employee is given notice of termination of employment, in which case the salary of the higher level will apply); and

B18.2 other allowances in the nature of salary which are paid during periods of annual leave and on a regular basis, excluding allowances which are a reimbursement for expenses incurred, or a payment for disabilities associated with the performance of duty.

B18.3 The severance benefit calculated in this clause is subject to any minimum amount the employee would be entitled to under the NE.

#### *Service for Severance Benefit Purposes*

B19. Service for severance pay purposes means:

B19.1 service in ACIAR;

B19.2 Government service as defined in section 10 of the Long Service Leave Act 1976;

B19.3 service with the Commonwealth (other than service with a Joint Commonwealth-State body corporate in which the Commonwealth has a controlling interest) which is recognised for long service leave purposes;

B19.4 service with the Australian Defence Forces, where the employee is not in receipt of a service pension in respect of the relevant service;

B19.5 APS service immediately preceding deemed resignation under the repealed section 49 of the Public Service Act 1922, if the service has not previously been recognised for severance pay purposes; and

B19.6 service in another organisation where:

B19.6.1 an employee was transferred from the APS to that organisation with a transfer of function; or

B19.6.2 an employee engaged by that organisation on work within a function is engaged as an APS employee as a result of the transfer of that function to the APS; and

B19.6.3 such service is recognised for long service leave purposes.

B20. For earlier periods of service to count there must be no breaks between the periods of service, except where:

B20.1 the break in service is less than one month and occurred where an offer of employment in relation to the second period of service was made and accepted by the employee before the first period of service ended (whether or not the 2 periods of service are with the same employer or agency); or

B20.2 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 the repealed section 49 of the Public Service Act 1922.

This is also subject to the transfer of business rules under Part 2-8 of the Fair Work Act.

B21. Any period of service which ceased:

B21.1 through termination on the following grounds, or on a ground equivalent to any of the following grounds:

- 
- B21.1.1 the employee lacks, or has lost, an essential qualification for performing their duties;
  - B21.1.2 non-performance, or unsatisfactory performance, of duties;
  - B21.1.3 inability to perform duties because of physical or mental incapacity;
  - B21.1.4 failure to satisfactorily complete an entry level training course;
  - B21.1.5 failure to meet a condition imposed under subsection 22(6) of the PS Act; or
  - B21.1.6 a breach of the Code of Conduct; or
- B21.2 on a ground equivalent to a ground listed in subparagraph (B20.1) above under the repealed Public Service Act 1922; or
- B21.3 through voluntary retirement at or above the minimum retiring age applicable to the employee; or
- B21.4 with the payment of a redundancy benefit or similar payment or an employer-financed retirement benefit
- B21.5 will not count as service for severance pay purposes.
- B22. Absences from work that do not count as service for long service leave purposes will not count as service for severance pay purposes.