

**Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.**



**Australian Government**

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**Australian Centre for  
International Agricultural Research**

**Enterprise Agreement  
2015-2018**

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# **1. SCOPE OF THE AGREEMENT**

## **1.1 Title**

- 1.1.1 This Agreement will be known as the *Australian Centre for International Agricultural Research Enterprise Agreement 2015-18* (the Agreement).

## **1.2 Parties Covered**

- 1.2.1 In accordance with Part 2-4 of the *Fair Work Act 2009* (the Fair Work Act) the Agreement covers the Chief Executive Officer (CEO) of ACIAR as the employer on behalf of the Commonwealth and all non-SES employees employed by ACIAR under the *Public Service Act 1999* (the PS Act)

## **1.3 Individual Flexibility Arrangements**

- 1.3.1 The CEO and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

- a) the arrangement deals with 1 or more of the following matters:
  - i. arrangements about when work is performed;
  - ii. overtime rates;
  - iii. penalty rates;
  - iv. allowances;
  - v. remuneration;
  - vi. leave; and
- b) the arrangement meets the genuine needs of the Agency and employee in relation to 1 or more of the matters mentioned in paragraph a); and
- c) the arrangement is genuinely agreed to by the CEO and employee.

- 1.3.2 The CEO must ensure that the terms of the individual flexibility arrangement:

- a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
- b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
- c) result in the employee being better off overall than the employee would be if no arrangement was made.

- 1.3.3 The CEO must ensure that the individual flexibility arrangement:

- a) is in writing; and
- b) includes the name of the employer and employee; and
- c) 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
- d) includes details of:

- i. the terms of the enterprise agreement that will be varied by the arrangement; and
- ii. how the arrangement will vary the effect of the terms; and
- iii. how the employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and

e) states the day on which the arrangement commences.

1.3.4 The CEO must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

1.3.5 The CEO or employee may terminate the individual flexibility arrangement:

- a) by giving no more than 28 days written notice to the other party to the arrangement; or
- b) if the CEO and employee agree in writing — at any time.

## **1.4 Duration**

1.4.1 The Agreement comes into effect 7 days after approval by Fair Work Commission. The nominal expiry date of this Agreement will be three years from the date of commencement.

## **1.5 Human Resources Manual**

1.5.1 The Agreement outlines the core entitlements for employment conditions in ACIAR. The Human Resource manual supports the operation of the agreement, and polices are not incorporated into the agreement, and to the extent of any inconsistency, the terms of the agreement will prevail.

1.5.2 References in the Agreement to the HR Manual are for the further information of employees and it in no way forms part of the Agreement. References to HR Manual chapter numbers and headings referred to in the Agreement may change from time to time. ACIAR will continue to review and update the HR Manual as necessary.

## **1.6 Delegations**

1.6.1 The CEO may delegate any or all of their powers and functions under the Agreement, and may do so on condition that:

- delegations can only be made to ACIAR employees;
- the power to delegate cannot itself be delegated; and
- a person exercising a delegation must comply with directions from the CEO.

**1.7 Formal Acceptance of the Agreement**

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

**1.7.2 Employer**

Signed by the CEO, Dr Nick Austin, 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 25<sup>th</sup> day of November 2015

**1.7.3 Employee Bargaining Representative**

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

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

Signed..........

## 1.8 Definitions

"ACIAR" means the Australian Centre for International Agricultural Research.

"ACC" means the ACIAR Consultative Committee.

"the Agreement" means the *ACIAR Enterprise Agreement 2015-2018*.

"Bandwidth" means the span of hours during which an employee may work.

"Broadband" refers to two or more classifications grouped together in ACIAR (e.g. APS 1-3, APS 4-6, etc.), which enables the advancement of employees between classifications in that broadband provided they meet assessment requirements and provided work is available and required by management at that level.

"CEO" means the Chief Executive Officer of ACIAR.

"Employee" means an employee employed under and within the meaning of the *Public Service Act 1999*, whether full-time or part-time, ongoing or non-ongoing.

"Employer" is the CEO of ACIAR, on behalf of the Commonwealth

Fair Work Act definition of 'immediate family':

(a) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or

(b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.

"FWC" means Fair Work Commission

"Program Managers" are the Research Program Managers.

"Salary" means that the employee's rate of salary or pay (in accordance with the salary/pay rates at Appendix A) will be salary for all purposes. Specifically, where salary sacrifice arrangements are in place, the employee's salary for purposes of superannuation, severance and termination payments will be determined as if the salary sacrifice arrangement had not been entered into.

"War Veterans" means employees who are war veterans as defined under the relevant legislation.

## **2. WORKING EFFECTIVELY TOGETHER - COMMUNICATION AND CONSULTATION**

### **2.1 Consultation relating to major change**

- 2.1.1 This term applies if the employer:
- a) has made a definite decision 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
  - b) proposes to introduce a change to the regular roster or ordinary hours of work of employees..

#### *Major Change*

- 2.1.2 For a major change referred to in paragraph 2.1.1 a):
- a) the employer must notify the relevant employees of the decision to introduce the major change; and
  - b) subclauses 2.1.3 to 2.1.9 apply.
- 2.1.3 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 2.1.4 If:
- a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - b) the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.
- 2.1.5 As soon as practicable after making its decision, the employer must:
- a) discuss with the relevant employees:
    - i. the introduction of the change; and
    - ii. the effect the change is likely to have on the employees; and
    - iii. measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
  - b) for the purposes of the discussion – provide, in writing, to the relevant employees:
    - i. all relevant information about the change including the nature of the change proposed; and
    - ii. Information about the expected effects of the change on the employees; and
    - iii. any other matters likely to affect the employees.
- 2.1.6 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 2.1.7 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.



2.1.8 If a term in this agreement provides for a major change to production, program, organisation, structure, or technology in relation to the enterprise of the employer, the requirements set out in paragraph 2.1.2 a) and subclauses 2.1.3 and 2.1.5 are taken not to apply.

2.1.9 In this term, a major change is **likely to have a significant effect on employees** if it results in:

- a) the termination of the employment of employees; or
- b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
- c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- d) the alteration of hours of work; or
- e) the need to retrain employees; or
- f) the need to relocate employees to another workplace; or
- g) the restructuring of jobs.

*Change to regular roster or ordinary hours of work*

2.1.10 For a change referred to in paragraph 2.1.1 b):

- a) the employer must notify the relevant employees of the proposed change; and
- b) subclauses 2.1.11 to 2.1.15 apply.

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

2.1.12 If:

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

2.1.13 As soon as practicable after proposing to introduce the change, the employer must:

- a) discuss with the relevant employees the introduction of the change; and
- b) for the purposes of the discussion – provide to the relevant employees:
  - i. all relevant information about the change, including the nature of the change; and
  - ii. information about what the employer reasonably believes will be the effects of the change on the employees; and
  - iii. information about any other matters that the employer reasonably believes are likely to affect the employees; and
- c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

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

2.1.15 The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.

2.1.16 In this term:

**relevant employees** means the employees who may be affected by a change referred to in subclause 2.1.1.

## **2.2 ACIAR Consultative Committee**

2.2.1 The ACIAR Consultative Committee (ACC), will facilitate communication and consultation with employees on workplace relations and health and safety matters and will monitor the implementation of this agreement.

## **2.3 Resolution of disputes - enterprise agreement**

2.3.1 If a dispute relates to:

- a) a matter arising under this agreement; or
- b) the National Employment Standards;

this term sets out procedures to settle the dispute

2.3.2 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.

2.3.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.

2.3.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission.

2.3.5 The Fair Work Commission may deal with the dispute in 2 stages:

- a) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
  - i. arbitrate the dispute; and
  - ii make a determination that is binding on the parties.

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

*A decision that 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.*

- 2.3.6 While the parties are trying to resolve the dispute using the procedures in this term:
- a) an employee must continue to perform their work as they would normally unless they have a reasonable concern about an imminent risk to their health or safety; and
  - b) 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:
    - i. the work is not safe; or
    - ii. applicable occupational health and safety legislation would not permit the work to be performed; or
    - iii. the work is not appropriate for the employee to perform; or
    - iv. there are other reasonable grounds for the employee to refuse to comply with the direction.

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

## **2.4 Termination of Employment**

- 2.4.1 Termination of, or a decision to terminate employment, cannot be reviewed under the dispute prevention and resolution procedure addressed in clause 2.2 of this Agreement. The rights and remedies of an employee in relation to termination of employment are those applicable under:
- i. Division 11 of Part 2-1 of the Fair Work Act;
  - ii. Parts 3-1 and 3-2 of the Fair Work Act;
  - iii. other Commonwealth laws (including the Constitution); and
  - iv. common law.
- 2.4.2 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.
- 2.4.3 Nothing in the Agreement prevents the CEO from terminating the employment of an employee for serious misconduct without notice or payment in lieu of notice, consistent with s 123 of the Fair Work Act.

## **3. CLASSIFICATION STRUCTURE AND REMUNERATION**

- 3.1 Appendix A details the classification structure and salary rates payable to ACIAR employees.
- 3.2 Appendix B details the arrangements for junior employees and rates of salary - on movement from another APS agency.

### **3.3 Salary Packaging**

- 3.3.1 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.
- 3.3.2 All such benefits will be calculated on gross salary and will not reduce salary for superannuation purposes.
- 3.3.3 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. Further information is contained in Ch8 of the HR Manual.

### **3.4 Employer Superannuation Contributions**

- 3.4.1 The Agency will make compulsory employer contributions as required by the applicable legislation and fund requirements.

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

*Note: At the time of commencement of this Agreement the rate of PSSap employer contribution is 15.4 percent.*

- 3.4.2 Employer superannuation contributions will not be paid on behalf of employees during periods of unpaid leave that does not count as service, unless otherwise required under legislation.
- 3.4.3 The CEO may choose to limit superannuation choice to complying superannuation funds that allow employee and/or employer contributions to be paid through fortnightly electronic funds transfer using a file generated by the Agency's payroll system.

### **3.5 Method of Payment**

- 3.5.1 Employees will be paid fortnightly in arrears by electronic funds transfer into a financial institution account of their choice. The fortnightly rate of pay will be based on the following formula:

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

### **3.6 Salary Increases**

- 3.6.1 Eligible ACIAR employees will receive
  - i. an increase of 2% in base salary effective from the beginning of the first pay period from commencement of the agreement;

- ii. a further increase of 2% in base salary with effect from the beginning of the first pay period, 12 months from the commencement of the agreement and
- iii. a further increase of 2% in base salary with effect from the beginning of the first pay period, 24 months from the commencement of the agreement.

## **4. PERFORMANCE AND DEVELOPMENT**

### **4.1 Planning, Development and Evaluation in ACIAR**

- 4.1.1 The CEO, in consultation with the Senior Management Team (SMT) will at the end of each financial year make a final assessment of ACIAR's performance against the organisational KPIs.

### **4.2 Organisational Performance Bonus**

- 4.2.1 Where the CEO determines that 75- 90 percent of the KPIs in that financial year have been achieved and have demonstrated improvements in the efficiency, effectiveness and/or outputs of the organisation:
- i. a bonus payment of \$1000 will be payable in the July immediately following that financial year to all eligible ACIAR APS employees, who are currently employed at the end of the financial year, whose individual performance has been assessed as 'meets expectations' or 'exceeds expectations' and who have been employed in ACIAR for at least 9 months.
  - ii. a bonus payment equal to half the amount in (i) will be paid to those employees whose individual performance has been assessed as 'meets expectations' or 'exceeds expectations' and who have been employed in ACIAR between 6 and 9 months; and
  - iii. a pro-rata payment will be paid to part-time employees who meet the criteria of either (i) or (ii).
- 4.2.2 Where the CEO has determined that, ACIAR has achieved greater than 90 percent of the KPIs and has demonstrated significant improvements in the efficiency, effectiveness and/or outputs of the organisation:
- i. a bonus payment of \$2000 (instead of the \$1000 in clause 4.2.1 (i) will be payable in the July immediately following that financial year, to all eligible ACIAR APS employees who are currently employed at the end of the financial year, whose individual performance has been assessed as 'meets expectations' or 'exceeds expectations' and who have been employed in ACIAR for at least 9 months.
  - ii. A bonus payment equal to half the amount in (i) will be paid to those employees whose individual performance has been assessed as 'meets expectations' or 'exceeds expectations' and who have been employed in ACIAR between 6 and 9 months; and
  - iii. a pro-rata bonus payment will be paid to part-time employees who meet the criteria of either (i) or (ii).
- 4.2.3 Organisational bonuses do not count as salary for superannuation purposes. Further information is provided in Chapter 2 of the HR Manual.

### **4.3 Individual Development Planning and Evaluation Scheme (IDPES)**

- 4.3.1 Employees must participate in ACIARs performance appraisal scheme. The IDPES provides a mechanism whereby the performance of each individual employee can be enhanced to enable achievement of both ACIAR's KPIs and individual goals.
- 4.3.2 ACIAR and its employees agree that the success of the IDPES 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.
- 4.3.3 Further information is provided in Chapter 2 of the HR Manual

### **4.4 Salary Movement Based on Performance Assessment**

- 4.4.1 Movement between the salary points within each classification will be on the basis of performance assessment using the IDPES (see Appendix A for classification structure).
- 4.4.2 Salary progression to higher salary points within a classification level is available to eligible employees who, after commencing in ACIAR, have performed duties at that classification level for a period of at least 9 months as at 30 June each year and who meet performance assessment requirements (further information can be obtained from chapter 8 of the HR Manual).

### **4.5 Learning and Development - Study Assistance Scheme**

- 4.5.1 ACIAR may provide financial or other assistance to an employee to undertake formal courses of study at tertiary and higher education institutions and other vocational education courses where the study is agreed as part of an employee's IDPES.
- 4.5.2 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. Further information is contained in Chapter 6 of the HR Manual.

### **4.6 Managing Under-performance**

- 4.6.1 Performance feedback using the IDPES 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 ACIAR's Guidelines for Managing Under-performance (Chapter 2 HR Manual).

## **5. WORKFORCE PLANNING**

### **5.1 Classification Structure and Advancement through Broadbands in ACIAR**

- 5.1.1 The classification structure and ACIAR bands under this Agreement will consist of the following:

- Band 1 – APS1, APS2, APS3 (Broadband)
- Band 2 – APS4, APS5, APS6 (Broadband)
- Band 3 – EL1
- Band 4 – EL2

- 5.1.2 The following principles apply to advancement through broadbands in ACIAR:
  - i. sufficient work is available and required by management at the higher classification level and

- ii. individuals have gained the necessary skill and proficiencies to perform the more complex work; and
- iii. individuals must demonstrate "exceeds expectations" in previous performance review.

5.1.3 Employees cannot be advanced over a hard barrier. The advancement of employees through broadbands is guided by the procedures in Chapter 4 of the HR Manual.

## **5.2 Probation**

5.2.1 New APS employees in ACIAR who are engaged as ongoing employees or as non-ongoing employees whose employment contract is greater than six months will be subject to satisfactory completion of a probation period. New employees will be advised of the period of probation – which is generally six months – in their employment contract. Further information on probation is in Chapter 2 of the HR Manual.

## **5.3 Resignation**

5.3.1 An employee resigning from ACIAR is required to give at least two weeks' notice of their intention to do so; however ACIAR may waive or reduce this notice period. Further information on periods of notice is in Chapter 5 of the HR Manual.

## **5.4 Redeployment, Reduction and Retrenchment**

5.4.1 The parties to the 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 Appendix C.

# **6. BALANCING WORK AND PERSONAL LIFE THROUGH FLEXIBLE WORKING ARRANGEMENTS**

## **6.1 Achieving a Balance**

6.1.1 Employees and supervisors acknowledge the need to work the standard working hours (as described) and any reasonable additional hours as required, ensuring that the employees' working hours facilitate the meeting of operational needs.

6.1.2 Employees should seek their supervisor's approval before accessing flexible working arrangements, recognising that operational needs may limit access to some conditions at certain times.

Note: The right to request flexible working arrangements are available to eligible employees in accordance with Par 2.2 of the Fair Work Act.

## **6.2 Hours of Work**

6.2.1 In ACIAR standard working hours are from 8:30am to 12.30pm and 1:30pm to 5.00pm (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 four-week settlement period.

### **6.3 Flextime**

- 6.3.1 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. Further information on Flextime can be found in Chapter 5 of the HR Manual.
- 6.3.2 Supervisors will ensure that employees maintain appropriate and correct records of attendance.
- 6.3.3 Executive Level employees have access to flexible working arrangements [time off in lieu (TOIL)] at management discretion. Further information on this arrangement can be found in Chapter 5 of the HR Manual.

### **6.4 Core Times and Band Width**

- 6.4.1 Generally employees must be on duty during core times: 9:30 am to 12 noon and 2 pm to 4 pm, unless they are part-time or on approved leave. A manager may agree to other arrangements where appropriate.
- 6.4.2 The span of hours (flextime bandwidth) during which an employee may work their specified hours is 7am to 7pm Monday to Friday, subject to a 10 hour limit within this 12 hour span.

### **6.5 Part-time Employment**

- 6.5.1 A part-time employee is one whose regular work hours are fixed at less than 75 hours a fortnight. Further information is contained in Chapter 5 of the HR Manual.

### **6.6 Excess Duty**

- 6.6.1 Excess duty 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, 7am-7pm) or on weekends or public holidays. Excess duty must be supported by supervisors and cannot be self-initiated.
- 6.6.2 Any employee directed by the CEO to undertake excess duty will be compensated by payment at the following rates:
  - i. from Monday to Saturday inclusive, an hourly rate of time and a half for the first 3 hours each day and double time thereafter;
  - ii. Sunday all day, double time and
  - iii. Public Holiday or additional holiday, double time.Further information is provided in Chapter 5 of the HR Manual.

### **6.7 Working from Home**

- 6.7.1 Employees may request working from home arrangements. Further information can be found in Chapter 5 of the HR Manual.



## **7. LEAVE ARRANGEMENTS**

### **7.1 Annual Leave**

7.1.1 An employee is entitled to 20 days annual leave per calendar year. Part-time employees accrue annual leave on a pro-rata basis according to the number of hours worked. Annual leave accrues progressively. Accrued entitlements may be taken at any time with the approval of the supervisor. Further information is provided in Chapter 7 of the HR Manual.

### **7.2 Leave Entitlements for New Employees**

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

7.2.2 Where an employee is engaged as either an ongoing or non-ongoing APS employee immediately following a period of ongoing employment in the Parliamentary Service or the ACT Government Service, the employee's unused accrued Annual leave and Personal/carers leave (however described) will be recognised.

For the purposes of this clause:

- 'APS employee' has the same meaning as the *Public Service Act 1999*\*
- 'Parliamentary Service' refers to employment under the *Parliamentary Service Act 1999*

#### **7.2.3 Portability of leave – former non-ongoing employees**

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

### **7.3 ACIAR Annual Christmas Closedown**

7.3.1 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 on half pay) .

7.3.2 There will be no deduction from Annual or Personal/carer's leave credits for the closedown days.

## **7.4 Personal/Carer's Leave**

- 7.4.1 Full-time employees are entitled to 18 days personal/carer's leave at full pay which will be credited on the date of commencement to ACIAR and thereafter each year on the anniversary of the employee's date of engagement (the 'personal leave accrual date'), unless this date is varied by periods of discretionary leave that do not count as service. Part-time employees are credited on the same basis although they accrue personal/carer's leave based on 18 days annually on a pro-rata basis according to the number of hours worked.
- 7.4.2 An employee is required to provide evidence to be entitled to paid personal/carer's leave where the employee is absent from work for a period of 4 or more consecutive work days.
- 7.4.3 Employees may take Personal/carer's Leave for the following purposes:
- a. personal illness or injury
  - b. to provide care or support to a family or household member who has a personal illness or injury or unexpected emergency.
- 7.4.4 Employees who have exhausted their personal/carer's leave are entitled to 2 days unpaid carer's leave for each occasion where a member of the employee's immediate family or household requires care due to personal illness, injury or an unexpected emergency.
- 7.4.5 Further information can be found in Chapter 7 of the HR Manual.

## **7.5 Compassionate and Bereavement Leave**

- 7.5.1 Paid Compassionate leave - An employee may be granted two days paid compassionate leave on each occasion where a member of the employee's immediate family or household contracts an illness or injury which poses a serious threat to their life. The leave is approved on a case by case basis and does not accrue or accumulate. A casual employee may access two days of unpaid leave on each occasion that Compassionate leave is required.
- 7.5.2 Paid Bereavement Leave - An employee may be granted paid bereavement leave of 3 days for each occasion where a member of their immediate family or household dies. The leave is approved on a case by case basis and does not accrue or accumulate. A casual employee may access three days of unpaid bereavement leave on each occasion that Bereavement leave is required.

## **7.6 Long Service Leave**

- 7.6.1 An employee is eligible for long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.
- 7.6.2 The minimum period during which long service leave can be taken is seven calendar days at full pay (or 14 days at half pay). Long service leave cannot be broken with other periods of leave, except as otherwise provided by legislation.

## **7.7 Discretionary Leave**

- 7.7.1 The CEO, having regard to the operational needs of ACIAR, may grant an employee's application for discretionary leave with or without pay after discussion with the employee's supervisor. Further information is contained in Chapter 7 of the HR Manual.

## **7.8 War Service Sick Leave**

- 7.8.1 Employees with certain Defence Force service prescribed by the relevant legislation; *Veterans' Entitlements Act 1986; Safety Rehabilitation and Compensation Act 1988; Military Rehabilitation and*

*Compensation Act 2004*, are eligible for additional sick leave in relation to service related medical conditions. Further information on war service sick leave can be found in Chapter 7 of the HR Manual.

## **7.9 Maternity and Parental Leave**

- 7.9.1 Eligible employees are entitled to maternity leave in accordance with the *Maternity Leave (Commonwealth Employees) Act 1973* (the ML Act)
- 7.9.2 Employees who are eligible for paid maternity leave under the ML Act are entitled to an additional 2 weeks of paid leave, to be taken immediately following the period of paid maternity leave provided by the ML Act.
- 7.9.3 Employees who adopt or foster (long term) a child and who are the primary caregiver for that child, are entitled to up to 52 weeks of parental leave. Up to 14 weeks of that leave will be paid leave, available from one week prior to the date of placement of the child, provided the employee satisfies the same qualifying requirements of those required of a pregnant employee in accordance with the ML Act.
- 7.9.4 Employees are entitled to parental leave for adoption or long term foster care when that child:
- a) is under 16 years of age;
  - b) has not, or will not have, lived continuously with the employee for a period of 6 months or more as at the day (or expected day) of placement; and
  - c) is not (otherwise than because of the adoption) of a child of the employee or the employee's spouse/partner.
- 7.9.5 Documentary evidence of approval for adoption or enduring parental responsibilities under the formal fostering arrangements must be submitted when applying for parental leave for adoption or long-term foster carer purposes.
- 7.9.6 Employees who are eligible for paid maternity or parental leave may elect to have the payment for that leave spread over a maximum of 28 weeks at a rate of no less than half normal salary. Where payment is spread over a longer period, only the first 14 weeks will count as service.
- 7.9.7 On ending the initial 52 weeks of maternity or parental leave, employees may request an extension of unpaid parental leave for a further period of up to 52 weeks. The second period of unpaid leave is to commence immediately following the initial 52 week leave period.
- 7.9.8 Unpaid maternity leave or parental leave will not count as service for any purpose, except for any unpaid leave taken during the first 12 weeks.
- 7.9.9 This leave is inclusive of public holidays and will not be extended because of public holiday (or Christmas closedown) falls during a period of paid or unpaid maternity or parental leave. On ending maternity or parental leave, employees have the return to work guarantee and the right to request flexible working arrangements that are provided by the Fair Work Act.

## **7.10 Supporting Partner Leave**

- 7.10.1 Employees who are not otherwise entitled to paid maternity or parental leave under the ML Act or this agreement are entitled to 4 weeks of paid leave on the birth, adoption or permanent foster care placement of a child or their partner's child.
- 7.10.2 This leave is to be taken within 4 weeks of the birth/placement of the child and is inclusive of public holidays, i.e. leave will not be extended because a public holiday [or Christmas closedown] falls during a period of leave provided by this clause.

7.10.3 Documentary evidence as outline in sub-clause 7.9.5, or birth certificate following the birth/placement of the child must be submitted when applying for supporting partner leave.

7.10.4 This paid leave will count as service for all purposes.

## **7.11 Defence Reservists Leave, Community Service Volunteer Leave and Miscellaneous Leave**

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

- i. An employee may be granted leave (with or without pay) to enable the employee to fulfil Australian Defence Force (ADF) Reserve and Continuous Full Time Service (CFTS) or Cadet Force obligations.
- ii. An employee is entitled to leave with pay, of up to four weeks during each financial year, and an additional two weeks paid leave in the first year of ADF Reserve Service, for the purpose of fulfilling service in the ADF Reserve
- iii. With the exception of the additional two weeks in the first year of service, leave can be accumulated and taken over a period of two years.
- iv. An employee who is an officer or instructor of cadets in a Cadet Force may be granted paid leave of up to three weeks each financial year to perform duties as an officer or instructor of Cadets. For these purposes 'Cadet Force' means the Australian Navy Cadets, Australian Army Cadets, or the Australian Air Force Cadets.
- v. Defence Reserve leave counts as service for all purposes, except for unpaid leave to undertake Continuous Full Time Service (CFTS). Unpaid leave for the purpose of CFTS counts as service for all purposes except Annual leave accrual.

7.11.2 Employees who engage in an eligible community service activity will be entitled to unpaid community service leave in accordance with the Fair Work Act. The CEO may approve unpaid leave for emergency services duties, regular training, recovery time and ceremonial duties which may not be eligible community service activities under the Fair Work Act. Further information is available in Chapter 7 of the HR Manual.

7.11.3 Employees who are required to attend Jury duty will be granted up to 10 days paid leave [in accordance with the Fair Work Act].

7.11.4 Employees may be granted miscellaneous leave to attend events of cultural significance, ceremonial and NAIDOC week activities. Further information on this leave can be found in Chapter 7 of the HR Manual.

## **7.12 Public Holidays**

*[The National Employment Standards are relevant to this provision – s. 115]*

7.12.1 Employees will be entitled to the following public holidays:

- New Year's Day (1 January);
- Australia Day (26 January);

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

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

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

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

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

### **7.13 Purchased Leave**

7.13.1 Subject to operational requirements, ongoing employees may request to purchase up to an additional eight (8) whole weeks of leave per year in blocks of one (1) week. The amount of leave purchased will be paid for through a corresponding reduction in fortnightly pay across the course of the year. Further information is contained in Chapter 7 of the HR Manual.

### **7.14 Payment on Death**

7.14.1 Where an employee dies, or the CEO directs that an employee will be presumed to have died on a particular date, the CEO may authorise the payment of any accrued leave entitlements to the employee's surviving spouse, dependants or estate. Any such payment may be reduced by the amount of any monies owed to ACIAR by the deceased employee.

## **8. ASSISTANCE AND ALLOWANCES**

### **8.1 Relocation Assistance for Eligible Employees**

8.1.1 As determined by the CEO, ACIAR will meet reasonable expenses associated with relocation of employees to Canberra, where it is specified in the letter of offer. Further information is provided in Chapter 6 of the HR Manual.

### **8.2 First Aid Allowance**

8.2.1 Where the CEO is satisfied that an employee possesses a first aid qualification and continuing ability commensurate with that qualification and asks the employee to take on first aid responsibilities, the employee will be paid a First-aid allowance. Further information is provided in Chapter 6 of the HR Manual.

### **8.3 Motor Vehicle Allowance**

8.3.1 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. Further information is contained in Chapter 6 of the HR Manual.

### **8.4 Travel**

8.4.1 ACIAR will meet reasonable expenses associated with official, work-related travel. Any travel claim may be subject to prior approval.

8.4.2 ACIAR will provide employees required to travel overseas with access to comprehensive travel health assessments, including provision of injections and preventative medicines.

APPENDIX A

ACIAR CLASSIFICATION STRUCTURE AND SALARY RATES

ACIAR Bands	APS Classification	ACIAR Local Titles and Salary		2% on commencement	2% 12 mths after commencement	2% 24 mths after commencement	
<b>Band 4</b>	<b>EL 2</b>	<b>EL2</b>	<b>Unit Manager</b>	128,760	131,335	133,962	136,641
				126,164	128,687	131,261	133,886
				123,567	126,038	128,559	131,130
				120,968	123,387	125,855	128,372
				118,373	120,740	123,155	125,618
<b>Band 3</b>	<b>EL 1</b>	<b>EL 1</b>	<b>Unit Manager</b>	99,502	101,492	103,522	105,592
				97,050	98,991	100,971	102,990
				94,599	96,491	98,421	100,389
<b>Band 2</b>	<b>APS 6</b>	<b>APS 6</b>	<b>APS 6</b>	82,569	84,220	85,905	87,623
				79,895	81,493	83,123	84,785
				77,224	78,768	80,344	81,951
				74,552	76,043	77,564	79,115
	<b>APS 5</b>	<b>APS 5</b>	<b>APS 5</b>	70,570	71,981	73,421	74,889
				69,233	70,618	72,030	73,471
				67,892	69,250	70,635	72,048
				64,787	66,083	67,404	68,752
				63,080	64,342	65,628	66,941
				61,375	62,603	63,855	65,132
<b>Band 1</b>	<b>APS 3</b>	<b>APS 3</b>	<b>APS 3</b>	57,783	58,939	60,117	61,320
				56,367	57,494	58,644	59,817
				54,950	56,049	57,170	58,313
				53,536	54,607	55,699	56,813
				52,122	53,164	54,228	55,312
	<b>APS 2</b>	<b>APS 2</b>	<b>APS 2</b>	50,415	51,423	52,452	53,501
				48,709	49,683	50,677	51,690
				47,003	47,943	48,902	49,880
				45,904	46,822	47,759	48,714
				44,446	45,335	46,242	47,166
				42,990	43,850	44,727	45,621
				41,534	42,365	43,212	44,076

==== = hard barrier

---- = soft barrier (see clause 5.2 )

## ACIAR CLASSIFICATION STRUCTURE AND SALARY RATES

## Research Program Manager Structure

APS Classification	ACIAR Local Designations and Salary		2% on commencement	2% 12 mths after commencement	2% 24 mths after commencement	
EL 2	RPM 3	Research Program Manager 3	166,167	169,490	172,880	176,338
			161,577	164,809	168,105	171,467
			156,984	160,124	163,326	166,593
			152,396	155,444	158,553	161,724
			147,805	150,761	153,776	156,852
	RPM 2	Research Program Manager 2	144,191	147,075	150,016	153,017
			140,334	143,141	146,003	148,924
			136,472	139,201	141,985	144,825
			132,615	135,267	137,973	140,732
			128,760	131,335	133,962	136,641
	RPM 1	Research Program Manager 1	126,164	128,687	131,261	133,886
			123,567	126,038	128,559	131,130
			120,968	123,387	125,855	128,372
			118,373	120,740	123,155	125,618

NOTE: These classifications and salary points can only be accessed on meeting the essential skills, qualifications and experience for Research Program Manager positions and are intended only for specialist local titles – RPM 1 (equates to Senior Research Scientist), RPM 2 (equates to Principal Research Scientist), and RPM 3 (equates to Senior Principal Research Scientist).



## APPENDIX B

### 1. Salary Rates - Other Employees

Casual employees who are engaged under Section 22(2)(c) of the PS Act to carry out duties that are irregular or intermittent are paid a 20% loading in lieu of paid leave, other than long service leave, and public holidays on which the employee is not rostered to work.

### 2. Rates of Salary - Junior Rates

Should ACIAR employ a Junior, the rates of pay are as a percentage of APS1 equivalent adult base rate of pay, will apply as follows:

Age	% of APS1 Salary
Under 18 years	60%
At 18 years	70%
At 19 years	81%
At 20 years	91%

### 3. Rates of Salary - on Movement from another APS Agency

Where a new ACIAR employee moves to ACIAR from another APS agency with higher salary rates, the CEO has the discretion to maintain the employee on their current salary until such time as their salary is overtaken by ACIAR salary increases.

## REDEPLOYMENT, REDUCTION AND RETRENCHMENT

- C.1 The following redeployment, reduction and retrenchment provisions will apply to excess ongoing employees of ACIAR. An employee is an excess employee if:
- i. 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;
  - ii. 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
  - iii. 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.
- C.2 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

#### A. Consultation Period (4 weeks)

- C.3 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.
- C.4 During the consultation period, the CEO will hold discussions with the employee, and/or their nominated representative if the employee so chooses, to discuss:
- i. reasons for the excess staff situation;
  - ii. 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
  - iii. whether the employee would like to accept voluntary retrenchment during the consideration period.
- C.5 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.

- C.6 During this time, the employee must be given information on the:
- i. amount of severance pay, pay in lieu of notice and paid up leave credits;
  - ii. amount of accumulated superannuation contributions;
  - iii. superannuation options open to the employee;
  - iv. taxation rules applying to the various payments; and
  - v. level of financial assistance available (up to a maximum of \$1000 for financial advice).
- C.7 An employee whose election to be retrenched is accepted by the CEO is entitled to the provisions of clauses C.14 to C.21.

### **Redeployment Efforts Following Consultation Period**

- C.8 Where the actions in C.5 have not enabled the excess employee to be re-assigned at level within ACIAR and if the excess employee:
- i. wishes to remain in ACIAR;
  - ii. is assessed as suitable for available duties in ACIAR; and
  - iii. has not been redeployed
- they can be re-assigned duties at a lower level, provided there is a position available.
- C.9 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.
- C.10 The CEO will not formally advise the employee that they are excess to requirements until:
- i. the discussions in C. 4 have been held with the employee and/or where they choose their representative; or
  - ii. where the employee, or the representative nominated by the employee, has declined to discuss the matter; and
  - iii. unless otherwise requested by the employee, a period of 4 weeks has elapsed since the employee was given the original advice by the CEO under clause C.3 that they are likely to be excess to ACIAR's requirements.
- C.11 Where the CEO is of the opinion that the requirements of C.8 and C.10 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.
- C.12 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.
- C.13 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

- C.14 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

- C.15 An employee whose employment is terminated by the CEO under s.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.
- C.16 The minimum sum payable under C.15 will be 4 weeks' salary and the maximum sum payable will be 48 weeks' salary.
- C.17 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 C.15, salary will be made up of:
- i. 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
  - ii. 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.

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

## Service for Severance Benefit Purposes

- C.18 Service for severance pay purposes means:
- i. service in ACIAR;
  - ii. Government service as defined in section 10 of the *Long Service Leave Act 1976*;
  - iii. 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;
  - iv. service with the Australian Defence Forces, where the employee is not in receipt of a service pension in respect of the relevant service;
  - v. 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

vi. service in another organisation where:

- a) an employee was transferred from the APS to that organisation with a transfer of function; or
- b) an employee engaged by that organisation on work within a function is engaged as an APS employee as a result of the transfer of that function to the APS; and
- c) such service is recognised for long service leave purposes.

C.19 For earlier periods of service to count there must be no breaks between the periods of service, except where:

- i. 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
- ii. 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.

C.20 Any period of service which ceased:

- i. through termination on the following grounds, or on a ground equivalent to any of the following grounds:
  - the employee lacks, or has lost, an essential qualification for performing their duties;
  - non-performance, or unsatisfactory performance, of duties;
  - inability to perform duties because of physical or mental incapacity;
  - failure to satisfactorily complete an entry level training course;
  - failure to meet a condition imposed under subsection 22(6) of the *PS Act*; or
  - a breach of the Code of Conduct; or
- ii. on a ground equivalent to a ground listed in subparagraph (i) above under the repealed *Public Service Act 1922*; or
- iii. through voluntary retirement at or above the minimum retiring age applicable to the employee; or
- iv. with the payment of a redundancy benefit or similar payment or an employer-financed retirement benefit

will not count as service for severance pay purposes.

C.21 Absences from work that do not count as service for long service leave purposes will not count as service for severance pay purposes.



**IN THE FAIR WORK COMMISSION**

**FWC Matter No.:**

AG2015/7411

**Application for Approval of the Australian Centre for International Agricultural Research Enterprise Agreement 2015-18**

Section 185 – Application for approval of a single enterprise agreement

**Undertaking- Section 190**

I, Nick Austin, Chief Executive Officer of the Australian Centre for International Agricultural Research, give the following undertaking with respect to the Australian Centre for International Agricultural Research Enterprise Agreement 2015-18 ("the Agreement"):

1. The wording in Clauses 7.5.1 and 7.5.2 be amended to remove the words "may be granted" and insert the words "will be granted".

This undertaking is provided in response to an issue raised by the Fair Work Commission in the application before the Fair Work Commission.

I have the authority to provide this undertaking in relation to the application before the Fair Work Commission.



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**Signature**

15 December 2015

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**Date**