

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.



**AgriFutures Australia
Enterprise Agreement
2022-2025**

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Part 1 - Introduction

1 Title

- 1.1 This Agreement made under section 172 of the *Fair Work Act 2009* shall be known as the AgriFutures Australia Enterprise Agreement 2022-2025.
- 1.2 This Agreement covers:
- a. AgriFutures Australia (AgriFutures), on behalf of the Commonwealth;
 - b. All employees of AgriFutures other than those employees employed at the executive classification; and
 - c. any other parties that the Fair Work Commission notes is covered in its decision to approve the Agreement.
- 1.3 This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is inconsistency between this agreement and the NES, and the NES provides greater benefit, the NES provision will apply to the extent of the inconsistency.

2 Comprehensive Agreement and Duration

- 2.1 This Agreement will come into effect seven days after it is approved by Fair Work Commission and has a nominal expiry date three years from commencement.
- 2.2 While AgriFutures policies, procedures and guidelines and other administrative instruments support this Agreement, if there is any inconsistency, the express terms of this Agreement prevail. AgriFutures policies, procedures and guidelines do not form part of this agreement.

3 Workplace Delegation

- 3.1 The Managing Director may, by instrument in writing, delegate or authorise to an AgriFutures employee, any of the Managing Director's powers or functions under this Agreement, except for this power of delegation and may do so subject to conditions.
- 3.2 A power exercisable by any employee under this Agreement may be exercised by the Managing Director.

Part 2 - Classification and Pay

4 Classification and Pay

4.1 The salaries of eligible employees will be adjusted by the Wage Price Index (WPI), Australia – Private Sector Adjustment (from the most recently released June quarter as advised by the Australian Public Service Commission) on:

- a. the commencement date of this agreement;
- b. 12 months from the date of commencement; and
- c. 24 months from the date of commencement.

4.2 The classifications, pay ranges and progression arrangements which apply prior to the agreement commencement are detailed below:

Classification	Pay point	Salary rates prior to commencement
Grade 8	5	\$ 153,456
	4	\$ 148,672
	3	\$ 143,887
	2	\$ 139,104
	1	\$ 134,319
Grade 7	5	\$ 129,841
	4	\$ 125,844
	3	\$ 121,846
	2	\$ 117,849
	1	\$ 113,851
Grade 6	5	\$ 112,201
	4	\$ 108,616
	3	\$ 105,031
	2	\$ 101,446
	1	\$ 97,861
Grade 5	5	\$ 97,106
	4	\$ 93,938
	3	\$ 90,767
	2	\$ 87,597
	1	\$ 84,429
Grade 4	4	\$ 83,150
	3	\$ 80,378
	2	\$ 77,606
	1	\$ 74,836
Grade 3	4	\$ 73,555
	3	\$ 71,210
	2	\$ 68,866
	1	\$ 66,520
Grade 2	4	\$ 65,240
	3	\$ 63,322
	2	\$ 61,403
	1	\$ 59,483

5 Pay Point Progression

- 5.1 Within each classification grade there are a number of pay points, recognising the usual expectation that employees will commence on the lowest pay point applicable to the classification grade and progress through the pay points of the grade as they demonstrate growth in the role over time.
- 5.2 Pay point progression occurs annually on the anniversary of an employee's start date at the current classification. The criteria for progression are:
- a. at least 12 months at current pay point; and
 - b. satisfactory performance as assessed through the annual performance management process.
- 5.3 Where the annual performance review identifies unsatisfactory performance, an employee will not progress to the next pay point until a further performance assessment has been satisfactorily completed.
- 5.4 Employees should only receive one pay point progression in any 12 months' period. If, for any reason, an employee has had a pay point progression within the 12 months immediately prior to an anniversary of the employee's start date (for example by reason of a promotion), then the pay point progression due on the anniversary of the employee's start date will not take place until 12 months after the last pay point progression, unless otherwise approved by the Managing Director. The employee's next pay point progression, subject to satisfactory performance, will be on the next year's anniversary of their last pay point progression.

6 Payment of Salary

- 6.1 Employees are paid fortnightly in arrears and the fortnightly rate of remuneration is based on the following formula:

$$\text{Fortnightly Salary} = \frac{\text{Annual Salary}}{26}$$

- 6.2 Remuneration for part-time employees is calculated on a pro rata basis, apart from those benefits of a reimbursement nature, where part-time employees will receive the same amount as full-time employees.
- 6.3 Employees have their fortnightly salary paid by electronic funds transfer into financial institution accounts of their choice. There is scope for appropriate deductions to be made at an employee's request prior to their fortnightly salary being transferred into their nominated accounts.
- 6.4 The Managing Director may approve the pre-payment of salary to an employee where special circumstances exist, e.g., where the employee is taking leave to travel overseas.
- 6.5 Employees will be provided with an electronic pay advice (printable).

7 Overpayment or Underpayment of Salary

- 7.1 Where AgriFutures identifies an overpayment of salary, allowances or other remuneration to an employee, the Managing Director may recover that overpayment in full. The rate of recovery of the overpayment will be by agreement where possible.

- 7.2 Where agreement cannot be reached with the employee on the rate of recovery, the overpayment will be repaid at the rate of 10 per cent of the employee's fortnightly salary amount (less fortnightly taxation, less superannuation deductions excluding salary sacrifice), until such time as the overpayment has been repaid. If the repayment is made by deduction from the employee's salary, it will be in agreement with the employee in compliance with the *Fair Work Act 2009*.
- 7.3 The employee may authorise a greater amount to be deducted from their salary by AgriFutures.
- 7.4 Where the repayment would cause severe hardship for the employee a lesser amount may be approved by the Managing Director.
- 7.5 Where an employee's employment is terminated AgriFutures will, to the extent permissible by law, recover from the final monies any outstanding amount owed to AgriFutures.
- 7.6 Where an employee has been underpaid salary or allowances AgriFutures will correct the situation as soon as is practicable.

8 Salary on Commencement, Advancement or Promotion

- 8.1 Where an employee commences employment, is advanced to a higher work level within a grade or is promoted to a higher classification, salary will normally be payable at the minimum pay point applicable to the relevant Grade. In limited cases the Managing Director may approve a salary at a higher pay point within a grade, if the following circumstances apply:
- a. the person's skills, knowledge and experience exceed the standard that would be normally expected on commencement at the work level;
 - b. the contribution the person is able to make immediately exceeds the contribution that would normally be expected on commencement at the work level within that grade; and
 - c. the person proposes that a higher salary is justified.
- 8.2 Where an employee is transferring to AgriFutures from another Commonwealth agency/department and their salary in their previous agency/department exceeds the current maximum within the relevant grade in this Agreement, the Managing Director may agree to maintain the employee's current salary until such time as that salary is absorbed by AgriFutures remuneration increases.
- 8.3 Where, at the time of engagement, an employee's salary is set at an incorrect salary point within the applicable salary scale, the Managing Director may determine (in writing) the payment of the employee's salary at the correct salary point.

9 Salary on Election to Transfer to a Lower Work Level

- 9.1 Where an employee elects to transfer to a lower classification on a permanent or temporary basis, salary will be paid at the maximum pay point of that lower classification.

10 Salary Sacrifice

- 10.1 Employees will have the discretion to determine the mix of cash and non-cash benefits that will constitute their salary package.

- 10.2 All fringe benefits tax and administrative costs incurred as a result of the flexible remuneration packaging arrangements are met by the employee on a salary sacrifice basis.
- 10.3 The employee's base salary, prior to any salary sacrifice arrangement, will count as salary for superannuation, performance pay, redundancy and separation purposes.
- 10.4 Salary packaging is always conditional on it resulting in no extra cost or benefit to AgriFutures.

11 Supported Wage System

- 11.1 This clause defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this agreement.
- 11.2 In this clause:
- a. **Approved assessor** means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system.
 - b. **Assessment instrument** means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system.
 - c. **Disability Support Pension** means the Commonwealth Government pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991*, as amended from time to time, or any successor to that scheme.
 - d. **Relevant minimum wage** means the minimum wage prescribed in this award for the class of work for which an employee is engaged.
 - e. **Supported Wage System (SWS)** means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from Job Access.
 - f. **SWS wage assessment agreement** means the document in the form required by the Department of Social Services that records the employee's productive capacity and agreed wage rate.
- 11.3 Employees covered by this clause will be those who are unable to perform the range of duties to the competence level required within the class for which the employee is engaged under this agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.
- 11.4 This clause does not apply to any existing employee who has a claim against the employer which is subject to the provisions of worker's compensation legislation or any provision of this agreement relating to the rehabilitation of employees who are injured in the course of their employment.

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

Assessed capacity [sub-clause (d)]	% of prescribed award rate
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

- 11.6 Provided that the minimum amount payable must be not less than the current weekly rate, as determined on 1 July each year by the Fair Work Commission in its annual wage review.
- 11.7 Where an employee's assessed capacity is 10%; they must receive a high degree of assistance and support.
- 11.8 For the purposes of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the Supported Wage System (SWS) by an approved assessor, having consulted the employer and the employee, and if the employee so desires, a union which the employee is eligible to join.
- 11.9 Assessment made under this clause must be documented in a SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the *Fair Work Act 2009*.
- 11.10 All SWS wage assessment agreements under the conditions of this clause, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by the employer with the Fair Work Commission.
- 11.11 All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where a union which has an interest in the agreement is not a party to the assessment, the assessment will be referred by the Fair Work Commission to the union by certified mail and the agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.
- 11.12 The assessment of the applicable percentage should be subject to annual review or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the support wage system.
- 11.13 Where an assessment has been made, the applicable percentage will apply to the relevant wage rate only. Employees covered by the provisions of this clause will be entitled to the same terms and conditions of employment as all other employees covered by this agreement paid on a pro-rata basis.
- 11.14 If AgriFutures wish to employ a person under the provisions of this clause it must take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve redesign of job duties, working time arrangements and work organisation in consultation with other employees in the area.

- 11.15 In order for an adequate assessment of the employee's capacity to be made, AgriFutures may employ a person under the provisions of this clause for a Trial Period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- 11.16 During the Trial Period, the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
- 11.17 The minimum amount payable to the employee during the Trial Period is the rate determined on 1 July each year by the Fair Work Commission in its annual wage review.
- 11.18 The minimum amount payable to the employee during the Trial Period is the rate determined on 1 July each year by the Fair Work Commission in its annual wage review.
- 11.19 Work trials should include induction or training as appropriate to the job being trialled.
- 11.20 Where AgriFutures and the employee wish to establish a continuing employment relationship following the completion of the Trial Period, a further contract of employment will be entered into based on the outcome of assessment under clause 11.5.

12 Employer Superannuation Contributions

- 12.1 AgriFutures will make compulsory employer contributions as required by the applicable legislation and fund requirements.
- 12.2 Where employer contributions are to an accumulation superannuation fund, the employer contribution will be 15.4% of the fortnightly superannuation contribution salary. This will not be reduced by any other contributions made through salary sacrifice arrangements. This clause does not apply where a superannuation fund cannot accept employer superannuation contributions.
- 12.3 Employer superannuation contributions will not be paid on behalf of employees during periods of unpaid leave except:
- a. where prescribed by legislation; or
 - b. in the case of birth-related leave, during periods of paid or unpaid parental leave taken in the first 12 months after the birth of the child; or
 - c. in the case of adoption-related leave, during periods of paid or unpaid parental leave up to 12 months after the day of placement, (as defined in the *Fair Work Act 2009*).

13 Payment on Death

- 13.1 Where an employee dies, or the Managing Director has directed that an employee will be presumed to have died on a particular date, the Managing Director will authorise the payment of the amount to which the former employee would have been entitled had the employee ceased employment, as if the employee had resigned as at that date. Payment may be made to dependents or the partner of the former employee or the former employee's legal personal representative. If a payment has not been made within 12 months of the former employee's death, it will be paid to the legal personal representative.
- 13.2 On the death of the employee, any monies owing to AgriFutures as a result of advanced Annual Leave credits will be waived.

14 Individual Flexibility Arrangements

- 14.1 The Managing Director and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
- a. the arrangement deals with one or more of the following matters:
 - i. arrangements about when work is performed;
 - ii. overtime rates;
 - iii. penalty rates;
 - iv. allowances;
 - v. remuneration; and/or
 - vi. leave.
 - b. the arrangement meets the genuine needs of the AgriFutures and employee in relation to one or more of the matters mentioned in paragraph 14.1; and
 - c. the arrangement is genuinely agreed to by the Managing Director and employee.
- 14.2 The Managing Director 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.
- 14.3 The Managing Director must ensure that the individual flexibility arrangement:
- a. is in writing;
 - b. includes the name of the employer and employee;
 - c. is signed by the Managing Director and employee and, if the employee is under 18 years of age, a parent or guardian of the employee; and
 - d. includes details of:
 - i. the terms of the Agreement that will be varied by the arrangement;
 - ii. how the arrangement will vary the effect of the terms;
 - iii. how the employee will be better off overall in relation to the terms;
 - iv. conditions of his or her employment as a result of the arrangement; and
 - e. states the day on which the arrangement commences and, where applicable, when the arrangement ceases.
- 14.4 The Managing Director must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed upon.
- 14.5 The Managing Director 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 Managing Director and employee agree in writing, at any time.

Part 3 - Hours of Work

15 Attendance

- 15.1 The core business hours of AgriFutures are 08.30am to 17.00pm, Monday to Friday, during which time the AgriFutures office must be adequately staffed.
- 15.2 Full time employees' hours of duty are 37.5 hours in any one week, with one hour allowed for lunch between 12.00pm and 2.00pm on each day. In the interests of an employee's well-being an employee must not work for more than five hours continuously without a meal break of at least 30 minutes which is unpaid.
- 15.3 Ordinary 333 within AgriFutures are 7.5 hours per day (Monday to Friday), within the bandwidth of 7.30am to 6.00pm. This is a total of 37.5 hours per week or 150 hours per four-week settlement period. An employee may, where it is reasonable to do so, be required to work more than 37.5 hours to meet the demands of the job.
- 15.4 Employees are allowed a 15-minute morning and afternoon tea-break each day, with such period to be considered as work time.

16 Christmas Closedown

- 16.1 The AgriFutures office will be closed for normal business purposes from 25 December until the start of the first working day following 1 January. Full time staff will be given leave on full pay without deduction from leave credits. Part time employees will receive the same entitlement paid on a pro rata basis.
- 16.2 Where an employee is on approved annual, purchased or personal leave extending across the Christmas Closedown period, they are paid the Christmas Closedown days with no deduction from the approved leave type.
- 16.3 Where an employee is absent on approved Long Service Leave, Worker's Compensation Leave or Maternity Leave extending across the Christmas closedown period, they are paid in accordance with the requirements of the relevant legislation.
- 16.4 Where an employee is absent on approved Leave Without Pay, the following applies:
- extending across the Christmas Closedown period, no payment is made;
 - commencing immediately before a closedown day, no payment is made; and
 - commencing immediately after a closedown day, payment for the closedown days is made.

17 Part-Time Work

- 17.1 Part-time work arrangements will be set out in a written agreement detailing the employee's specified and regular hours, the duration of the agreement (a start and end date must be specified) and any specific arrangements that are necessary to facilitate the part-time work.
- 17.2 Hours of work included in part-time work agreements must be within the span of hours specified in this Agreement.
- 17.3 Ordinary hours of work for part-time employees, unless otherwise agreed between the employee and their manager, will be continuous (i.e., worked in a single block) and no less than three hours per day on any day worked by the employee. An unpaid meal break will not be regarded as breaking continuity of hours worked.

- 17.4 Part-time work arrangements in force at the date of commencement of this Agreement will continue until the date specified in the part-time work agreement or unless both the employee and the manager agree to changes.

18 Casual Employment

- 18.1 Casual employment means employment of a non-ongoing nature, where there is no firm advance commitment to ongoing work with an agreed pattern of work.
- 18.2 Casual employees are entitled to leave in accordance with the *Fair Work Act 2009*.
- 18.3 Casual employees do not accrue leave (except Long Service Leave) and are paid a loading both in lieu of paid leave and because they are not paid when they are not required to work on a public holiday. The loadings paid are:

Day	Loading
Monday to Friday	20%
Saturday	50%
Sunday	100%
Public Holiday	150%

- 18.4 For any given day, casual employees will be entitled to only one of the loadings specified above.
- 18.5 Casual conversion arrangements will apply in accordance with the National Employment Standards.

19 Fixed Term Employment

- 19.1 An employee may be engaged on a fixed term contract for a specified period of time, for a specified task or for the duration of a specified season. In these cases, AgriFutures and the employee will document that arrangement before the employment commences. The conclusion of employment for that specified reason is not a redundancy.

20 Overtime

- 20.1 Overtime work requests and requirements are subject to the provisions of the National Employment Standards.
- 20.2 A full-time employee is required to work 37.5 hours per week. An employee may, where it is reasonable to do so, be required to work reasonable additional hours to meet the demands of the job.
- 20.3 Overtime and weekend rates will only be payable for full-time employees where an employee is classified at lower than Grade 6 and the over-time or weekend work is worked by prior direction of AgriFutures Australia. If circumstances do not permit prior direction, overtime may be subsequently approved at the discretion of the Managing Director.
- 20.4 Overtime and weekend rates will only be payable for part-time employees where a part-time employee is classified at lower than Grade 6 and the following criteria have been met:
- the employee has worked more than 7.5 hours on a weekday or performed work on a weekend; and
 - the work is undertaken by prior direction of AgriFutures. If circumstances do not permit prior direction, overtime may be subsequently approved at the discretion of the Managing Director.

20.5 Where a part-time employee is required by AgriFutures on a weekday to work more hours than the hours specified in the employee’s agreement with AgriFutures, but the additional hours for the day do not exceed 7.5 hours, then the part-time employee will be paid at their normal rate of pay for the additional hours.

21 Recall to Duty

21.1 Where an employee is recalled to duty at a time when the employee would not ordinarily have been on duty, and no notice of such call was given to the employee prior to ceasing ordinary duty, the employee will be paid Recall to Duty. Recall to Duty payment through the salary system will be the standard form of recompense. Recall to Duty is paid at the rate of double time. The minimum payment for Recall to Duty will be two hours at double time.

22 Overtime and Weekend Rates

22.1 Overtime is worked when an employee is required to work beyond their ordinary hours of work (i.e., 7.5 hours per day). Where overtime is worked by an employee and overtime is payable pursuant to clauses 20.3 and 20.4 overtime payments are calculated on a daily basis at the following rates:

Specific Day	Rate
Monday–Saturday	Time and a half for the first three hours each day and double time thereafter. Where the over-time worked on any particular day spans midnight, the over-time worked continuously after midnight is deemed to be part of the previous day’s hours for the purposes of this clause.
Sunday	Double time
Public holiday, Easter Saturday.	Double time and a half.

22.2 Casual employees are entitled to the payment of weekend rates when required by AgriFutures Australia to work on weekends and overtime rates where they are required by AgriFutures Australia work in excess of 7.5 hours in a day. Casual employees are not entitled to the casual loading while in receipt of overtime or weekend rates.

22.3 Instead of receiving payment for overtime worked, the employee and AgriFutures may agree for the employee to take time off in lieu (TOIL).

23 Meal Allowance

23.1 Employees are entitled to a meal allowance consistent with the applicable Australian Taxation Office determination when they are required to work more than three hours before or after their ordinary working hours.

24 Public Holidays

24.1 Employees will be entitled to gazetted public holidays in the State or Territory in which they perform the majority of their employment duties in accordance with the National Employment Standards. The Managing Director 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.

24.2 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.

- 24.3 Where a public holiday falls during a period when an employee is absent on leave (other than Annual or paid Personal/Carer's 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).
- 24.4 An employee who is requested to work on a public holiday may decline to do so provided that they have reasonable and genuine grounds.
- 24.5 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 of pay if employee performs work on that day, and the Sunday would otherwise be a public holiday under s.115(1) of the *Fair Work Act 2009*.

Part 4 - Leave

25 General

- 25.1 Leave will be provided in accordance with the National Employment Standards and the provisions of this part of the Agreement.
- 25.2 All annual, purchased or long service leave requests should be submitted and approved before the leave is actually taken. An employee must give notice of the taking of other types of unforeseen leave as soon as practicable, including notice of the duration, or expected duration, of the leave in accordance with the *Fair Work Act 2009*.
- 25.3 A register of all leave is maintained and an individual's leave record is available to them at any time.
- 25.4 In special circumstances the Managing Director may approve an individual's application to take Personal/Carer's Leave and Annual Leave in advance of accrual.

26 Annual Leave

- 26.1 Employees are entitled to 4 weeks Annual Leave, on full pay, per year of service or on a pro rata basis for part time employees.
- 26.2 The entitlements to Annual Leave will accrue on a daily basis with the balance reported to employees on their fortnightly pay advice.
- 26.3 Employees are encouraged to take their full leave entitlement each year.
- 26.4 Accrued entitlements may be taken at any time, subject to operational requirements and with the approval of the Managing Director.
- 26.5 Accrued unused Annual Leave entitlements will be paid on termination at the final salary rate.
- 26.6 An employee may, with the approval of the Managing Director, take a period of Annual Leave at half pay. For example, an employee may take two weeks leave at half pay. In this case the employee will have the equivalent of one week's Annual Leave credit deducted.
- 26.7 If, during a period of Annual Leave, an employee becomes eligible for another form of leave that is required to be granted, either by legislation or this Agreement, the employee will be taken not to be on Annual Leave for the affected period. This is subject to the employee producing satisfactory evidence. Annual Leave will be re-credited to the extent of other leave granted. An example of such leave includes, but may not be limited to, Personal/Carer's Leave, Compassionate Leave, Maternity Leave and Community Service Leave.
- 26.8 An employee has an excessive leave accrual if the employee has accrued more than eight weeks' paid Annual Leave.
- 26.9 If an employee has an excessive leave accrual, AgriFutures will confer with the employee to determine and implement an Annual Leave usage plan.
- 26.10 The employee will not be directed to take Annual Leave:
- a. if an agreement has been reached to exceed the maximum Annual Leave entitlement under an Annual Leave usage plan (e.g., overseas trip, building a house); or

- b. where the employee has made an application for a period of Annual Leave equal to or greater than 10 working days in the past six months and the application was not approved.

26.11 The Managing Director may direct the employee to absent themselves from the workplace, subject to giving the employee one calendar months' notice where the employee and their manager do not agree on a leave usage plan under clause 26.9.

26.12 If an employee is on Worker's Compensation, Annual Leave will continue to accrue for a period of 45 weeks only. Employees on worker's compensation may not take Annual Leave.

27 Cashing out of Annual Leave

27.1 The Managing Director may approve an employee cashing out an amount of Annual Leave in return for a lump sum payment equivalent to the employee's ordinary rate of pay that the employee would have otherwise received had they taken that leave.

27.2 The maximum amount of accrued paid Annual Leave that may be cashed out in any period of 12 months is two weeks.

27.3 This payment is subject to an employee having 12 months' continuous service with AgriFutures and retaining an Annual Leave balance of at least four weeks.

27.4 The Managing Director will not approve requests to cash out leave in accordance with this clause unless the employee has taken at least 15 days Annual Leave in the 12 months immediately preceding the request to cash out leave unless there are exceptional circumstances.

27.5 Each cashing out must be by separate agreement in writing between the Managing Director and the employee.

28 Purchased Leave

28.1 AgriFutures offers purchased leave options for the purpose of supporting flexibility in helping employees address a work/family balance.

28.2 Employees may purchase up to four weeks' additional leave per financial year, subject to operational requirements as agreed with the Managing Director.

28.3 The cost of purchased leave will be calculated on base salary and shall be distributed across the 26 pay periods in the financial year.

28.4 Purchased leave must be taken in the financial year in which it is purchased, unless the Managing Director agrees to allow an employee to carry the purchased leave over. Approval for purchased leave carry over will normally only be given in unusual or exceptional circumstances.

28.5 Unless the Managing Director agrees to allow an employee to carry over purchased leave, any unused leave shall be forfeited and the purchase price of the unused leave refunded.

28.6 Purchased leave may be taken in combination with public holidays, and any form of leave except personal leave for personal illness.

28.7 Where purchased leave is applied for, the total amount of the leave applied for must be a minimum of one week.

28.8 Purchased leave does not affect an employee's salary for superannuation purposes.

28.9 Purchased leave counts as service for all purposes.

29 Personal Leave

29.1 Personal Leave will be granted in accordance with the provisions of the National Employment Standards and this clause. From the commencement of this Agreement, full-time employees will accrue a basic Personal Leave entitlement of 20 days per year of service.

29.2 Personal Leave will accrue on the following basis for employees:

- a. full-time: the maximum annual entitlement is 20 days and will accrue progressively; and
- b. part-time: the annual accruable entitlement is the same as for ongoing full-time employees; however, ongoing part-time employees will accrue the entitlement pro rata based on their ordinary hours worked each fortnight.

29.3 Paid Personal/Carer's Leave can be taken:

- a. due to personal illness or injury (Sick Leave);
- b. to provide care or support for a member of the employee's immediate family or household who requires care or support due to personal illness or injury, or an unexpected emergency (Carer's Leave);
- c. to donate blood, including reasonable travelling time to and from work; and
- d. preventative health checks.

29.4 Personal Leave must not be used for the purposes of sub clause 29.3 c–d., if it would result in an employee having accrued less than 10 days Personal Leave per year of service. This is to prevent an employee not having accrued sufficient leave in the event of an injury or illness to their person or someone for whom they having caring responsibilities as defined under the *Fair Work Act 2009*.

29.5 The Managing Director may require an employee to provide a medical certificate or other supporting evidence for a period of Personal/Carer's Leave taken that is greater than 2 days on each occasion.

29.6 Medical certificates from registered health practitioners will be accepted for the purposes of personal illness, injury or Carer's Leave. Where it is not reasonable or practicable to provide a medical certificate, a statutory declaration or other supporting documentation that is deemed suitable by the Managing Director may be accepted.

29.7 When taking Personal/Carer's leave, an employee must notify their manager as soon as reasonably practicable that they are unable to attend work and complete a leave form on their return to work. Where the Manager is not able to be contacted the employee is to telephone and notify their respective General Manager.

29.8 An employee is not entitled to take paid personal leave if they are receiving Worker's Compensation payments.

29.9 Personal/Carer's Leave continues to accrue year by year, may not be cashed out during an employee's term of employment, and will not be paid out on termination.

29.10 There is no limit to the maximum continuous amount of paid Personal Leave which may be granted for absences due to personal illness or injury, subject to available credits. Where an employee is absent from duty due to illness or injury for an extended period, the Managing Director may direct that they attend a medical examination to assess fitness for work.

- 29.11 An employee who has exhausted their paid personal leave credits and/or a casual employee is entitled to 2 days' unpaid carers leave for each permissible occasion in accordance with the *Fair Work Act 2009*.
- 29.12 An ongoing employee may be granted unpaid Personal Leave for personal illness or injury where paid Personal Leave has been exhausted. Unpaid Personal Leave counts as service for all purposes unless the total period of paid and/or unpaid personal illness exceeds a continuous period of 52 weeks. In this circumstance any unpaid Personal Leave for personal illness beyond 52 weeks does not count for any purpose, except for Long Service Leave purposes.
- 29.13 Personal Leave will not be debited on a public holiday, which the employee would have otherwise observed.
- 29.14 An employee receiving Worker's Compensation for more than 45 weeks will accrue Personal Leave on hours actually worked basis.
- 29.15 An employee will not, without consenting, be retired on invalidity grounds before the employee's Personal Leave credit has expired, unless provided by legislation.
- 29.16 Personal Leave will be debited at the relevant full pay rate, unless the employee requests conversion to half pay. If the employee requests conversion, half the period of leave granted will be paid Personal Leave and the other half will be unpaid personal leave. The payment for the paid Personal Leave component will be paid in full at a rate so that payment of the amount is spread over the full period of leave taken.
- 29.17 The Managing Director may, in exceptional circumstances, approve on a once only basis, an employee to anticipate up to 20 days' Personal Leave where paid leave credits are exhausted.
- 29.18 Where a new employee commences with AgriFutures with no Personal Leave credit recognised under clause 39 - Portability of Leave, the Managing Director may approve early access to five days Personal Leave if required in the first three months of their employment.

30 Compassionate Leave

- 30.1 The entitlement to compassionate leave is set out in the *Fair Work Act 2009*. Compassionate Leave will be granted in accordance with the National Employment Standards.

31 Maternity and Parental Leave

- 31.1 Employees are entitled to Maternity and Parental Leave as per the relevant provisions of the *Fair Work Act 2009* or the same terms and conditions as those contained in the *Maternity Leave (Commonwealth Employees) Act 1973* (ML Act), whichever is more beneficial.

32 Flexible Work Arrangements

- 32.1 An employee may request flexible working arrangements in accordance with s.65 of the *Fair Work Act 2009*. An employee is not eligible to make such a request unless they have completed at least 12 months' continuous service. The Managing Director may waive the qualifying service requirement in exceptional circumstances.

33 Community Service Leave

- 33.1 Employees (other than casual employees) are entitled to paid Community Service Leave (as defined by the *Fair Work Act 2009*), which includes jury service, ceremonial duties, and emergency service responses (including associated training, reasonable travel and recovery time). Leave for jury service will be paid as per the National Employment Standards. An employee will continue to be paid for any period of jury service, but will be required to pay any amount of jury service payment received by the employee to the employer. The duration and frequency of the leave will be determined after due consideration of the circumstances of the request.
- 33.2 Casual employees engaging in an eligible community service activity are entitled to be absent from work in accordance with the provisions of the *Fair Work Act 2009*.

34 Defence Leave

- 34.1 An employee will be granted leave to enable the employee to fulfil Australian Defence Force (ADF) Reserve and Continuous Full Time Service (CFTS) or Cadet Force obligations in accordance with the below provisions.
- 34.2 An employee is entitled to ADF Reserve Leave with pay, for up to four weeks during each financial year, for the purpose of fulfilling service in the ADF Reserve (Defence Reservists Leave).
- 34.3 Defence Reservists Leave will accumulate over two year periods, but will not be paid out on termination of employment.
- 34.4 During the employee's first year of ADF Reserve service, a further two weeks paid leave may, at the Managing Director's discretion, be granted to facilitate participation in additional ADF Reserve training, including induction requirements.
- 34.5 Employees are not required to pay their tax free ADF Reserve salary to the corporation in any circumstances.
- 34.6 An employee will be kept informed on workplace developments while undertaking Reserve Service.
- 34.7 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 (Cadet Leave).
- 34.8 For these purposes 'Cadet Force' means the Australian Navy Cadets, Australian Army Cadets or the Australian Air Force Cadets.
- 34.9 Cadet Leave does not accumulate and will not be paid out on termination of employment.

35 Long Service Leave

- 35.1 An employee will be entitled to long service leave in accordance with the provisions of the *Long Service Leave (Commonwealth Employees) Act 1976* (LSL Act).
- 35.2 In accordance with the LSL Act long service leave of three calendar months is provided after ten years' continuous service and pro rata thereafter. All leave is subject to approval by AgriFutures.
- 35.3 Any payment in lieu of long service leave entitlements on cessation of employment will be paid in accordance with the LSL Act. Payment will be made at the employee's annual base salary rate prior to any salary packaging arrangement at the time of

cessation. When employees are eligible to take Long Service Leave, the minimum period during which Long Service Leave can be taken is seven calendar days (14 days at half pay).

- 35.4 Long Service Leave cannot be broken with other periods of leave, except as otherwise provided by the applicable legislation.

36 Ceremonial and Cultural Leave

- 36.1 Employees are entitled to one day as paid leave to participate in activities for ceremonial and cultural reasons (including during NAIDOC Week). This can be taken as either a full day absence or several short absences to the equivalent of one day across the week.

37 Family and Domestic Violence Leave

- 37.1 Employees are entitled to Family and Domestic Violence Leave in accordance with the provisions of the *Fair Work Act 2009*.

38 Miscellaneous Leave

- 38.1 The Managing Director may, at their absolute discretion, approve leave for reasons not covered by leave entitlements under the *Fair Work Act 2009* or this Agreement, having regard to operational requirements. This is known as miscellaneous leave and may be with or without pay and may count, or not count as service.

39 Portability of Leave

- 39.1 For all new permanent employees joining AgriFutures Australia from an employer staffed under the *Public Service Act 1999*, *Parliamentary Services Act 1999* or from an Authority under the *Public Governance, Performance and Accountability Act 2013* accrued annual leave will be transferred and/or recognised provided there is no break in service of more than three months and the funding for the leave is transferred by the losing agency. Long service leave will be treated in accordance with the LSL Act.
- 39.2 Where a staff member leaves AgriFutures Australia to commence employment with an employer staffed under the *Public Service Act 1999*, *Parliamentary Services Act 1999* or an Authority under the *Public Governance, Performance and Accountability Act 2013*, AgriFutures Australia shall transfer the funding for any unused annual leave not paid out on cessation, provided the gaining agency agrees to recognise the leave credit balance. LSL will be treated in accordance with the LSL Act.
- 39.3 On commencement with AgriFutures, the Managing Director may exercise discretion to recognise unused leave credits, or a portion of unused leave credits which have not been paid out in lieu, other than those provided for in clauses 39.1, as considered appropriate for the attraction of employees. LSL will be treated in accordance with the LSL Act.

Part 5 - Allowances and Reimbursements

40 First Aid Allowance

- 40.1 An employee who possesses a current first aid qualification from a recognised training authority at the applicable minimum level set out in the Work Health and Safety Code of Practice, and is approved by the Managing Director as a First Aid Officer, will be paid a fortnightly allowance. An allowance rate of \$29.50 applies prior to commencement of this agreement. The allowance rate will be adjusted by the Wage Price Index, Australia – Private Sector Adjustment (from the most recently released June quarter as advised by the Australian Public Service Commission) on:
- a. the commencement date of this agreement;
 - b. 12 months from the date of commencement; and
 - c. 24 months from the date of commencement.
- 40.2 AgriFutures will meet the cost of maintaining the currency of the first aid qualification for approved First Aid Officers.

41 Payment of Professional Expenses

- 41.1 Where the Managing Director agrees it is considered essential for the performance of duties, AgriFutures Australia will pay for or reimburse the employee for the direct costs of the membership of professional bodies or mandatory professional registration fees. AgriFutures Australia will provide time to assist the employee to meet ongoing professional education requirements.

42 Business Related Expenses

- 42.1 Employees will be reimbursed for approved expenditure incurred during the course of business.
- 42.2 Prior to reimbursing an employee for expenses incurred by the employee, AgriFutures will require production of receipts or other evidence of such expenses having been incurred in the performance of the employee's duties.
- 42.3 Mobile phones for business use will be provided to employees at the discretion of the Managing Director. Where an employee is approved to utilise their own private mobile phone for business use the employee will be reimbursed an amount equivalent to the corporate mobile plan cost for AgriFutures.
- 42.4 Where a mobile phone has not been provided to an employee and their own private telephone is used for business purposes, the employee will be reimbursed the business related amount. The employee must provide a copy of the telephone account with the business related telephone calls percentage clearly detailed.

43 Motor Vehicle Allowance

- 43.1 Where the Managing Director considers that it will result in greater efficiency or involve less expense, he or she may authorise an employee to use a private motor vehicle owned or hired by the employee at their own expense for official purposes. Where so authorised, an employee will be entitled to a motor vehicle allowance at a rate equivalent to that set by the Australian Taxation Office (ATO) for claiming a deduction for car expenses via the cents per kilometre method.

44 Health and Lifestyle Reimbursement

- 44.1 AgriFutures recognises that healthy and active employees with an appropriate work/life balance are likely to be more productive in the workplace. AgriFutures will continue to promote health and lifestyle initiatives.
- 44.2 Employees employed by AgriFutures on 1 April each year, are entitled to be reimbursed (on production of receipts) to a maximum of \$300 per annum for the purchase of Health and Lifestyle activities and equipment approved by the Managing Director.
- 44.3 Purchases by employees can be made at any time during the year, but claims will only be accepted in April and paid in May of each year for processing efficiency.

45 Spectacles or other Eyewear

- 45.1 AgriFutures will reimburse an employee an amount not exceeding \$150, every two years, for the cost of eyewear prescribed by an optometrist or ophthalmologist that is required by the employee in the performance of their work.
- 45.2 Where the employee claims a benefit under their medical insurance coverage which only partially meets the cost of the spectacles or other eyewear, reimbursement will be the difference between the actual cost incurred and the amount paid by the medical insurance scheme to a maximum \$150.

46 Cancellation of Leave

- 46.1 Where an employee's Annual Leave is cancelled without reasonable notice or an employee is recalled to work from Annual Leave, where requested, AgriFutures will reimburse an employee reasonable travel costs and incidental expenses (such as the cost of alternative childcare) not otherwise recoverable under any insurance or from any other source.

Part 6 - Travel Provisions

47 Principles for undertaking Travel

- 47.1 The key principles under which AgriFutures employees undertake travel are:
- a. employees should neither gain nor lose financially as a result of travelling on official business;
 - b. travel should only be undertaken when it is the most effective way to achieve AgriFutures' purpose;
 - c. other avenues for meeting business requirements that do not require travel (i.e., teleconference or web conference) should always be considered prior to any travel arrangements being made;
 - d. in organising and approving travel for Official Business, Delegates should consider the most appropriate and relevant application of the AgriFutures Travel requirements to ensure that employees are able to undertake their Official Travel in the most effective and efficient manner possible; and
 - e. in exceptional circumstances the Managing Director may approve additional travel expenditure

48 Travel Time

- 48.1 Where practical, travel should occur within the employee's ordinary span of hours.
- 48.2 An AgriFutures employee, below Grade 6, required to travel within Australia away from their regular workplace, outside of their standard days and hours, will accrue flex time.
- 48.3 In exceptional circumstances the Managing Director may approve reasonable time off, on an hour for hour basis, for an employee Grade 6 or above, who undertakes travel outside normal working hours.
- 48.4 Overtime shall not be payable for travelling time unless otherwise determined by the Managing Director.

Part 7 - Balancing Work and Personal Life

49 Principles

- 49.1 AgriFutures is committed to providing employees with the flexibility to balance both personal and professional commitments. AgriFutures and its employees recognise the benefits that flex time, flexible working hours and regular part-time work provide individuals and the work area to meet these commitments.
- 49.2 When setting arrangements for an employee's pattern of work, all parties to this agreement shall give genuine consideration to AgriFutures Australia's operational requirements and the personal needs of the employee.

50 Meeting Times

- 50.1 Employees and managers will consider factors relating to work and personal balance in arranging meetings, and wherever possible, meetings will commence no earlier than 9:30am and finish no later than 5:00pm.

51 Flexible Work

- 51.1 Managers and employees are responsible for ensuring that attendance records are accurate and that operating efficiency is maintained while employees work flexible hours. It is important that managers and employees recognise and accept their mutual responsibility to integrate the management of working hours and leave planning, including flex time, flex leave and time off in lieu, into their overall approach to work.
- 51.2 Managers have a responsibility to:
- a. manage the employee's hours of work to ensure that they are productively employed; and
 - b. minimise the extent to which employees are required to work excessive hours.

Flex Time

- 51.3 Flex time is a system that provides eligible employees and managers with the flexibility to vary working hours and work patterns to the benefit of AgriFutures, the individual and stakeholders.
- 51.4 Casual employees and employees in AgriFutures Grade 6 and above are not eligible for flex time.
- 51.5 Eligible employees must keep a flex record on a daily basis, and provide the record to their manager each fortnight for approval.
- 51.6 All signed flex records must be provided to the relevant Manager within five working days of the end of each fortnight.
- 51.7 The Managing Director may, where it is reasonable to do so because an employee has failed to comply with the provisions of flex time, remove that employee from flex time for a specified period and that employee will revert to working the hours of a standard day or the prescribed part-time hours. Any disagreement with the decision to revert the employee will not prevent the decision from being carried out. However, the matter is subject to the Dispute Settlement Procedures under this Agreement.
- 51.8 The settlement period for flex time in AgriFutures is four weeks.

- 51.9 Eligible employees may accumulate a credit of up to a maximum of 37.5 hours at the end of a settlement period.
- 51.10 Where the maximum flex credit has been reached, the employee and his/her supervisor will meet to assess how to reduce the flex leave credit to less than maximum hours over the next settlement period or other period as agreed.
- 51.11 The Managing Director may agree to an employee retaining more than the maximum flex credit in unusual or exceptional circumstances.
- 51.12 Where, due to work requirements or workload, it is not practicable for an employee to reduce flex credits below 37.5 hours over two settlement periods, the employee will be paid the excess flex credit in the following pay period to reduce the credits to 37.5 hours.
- 51.13 Employees may accumulate a flex debit. The maximum accruable flex debit to be carried over from one settlement period to another will be 10 hours.
- 51.14 Part-time employees may accumulate flex time credit hours on a pro rata basis.
- 51.15 When an employee ceases employment with AgriFutures, credit balances will be paid out at the employee's standard hourly rate.
- 51.16 Debit balances will result in the employee's final salary being reduced by an amount equal to the standard hourly rate times the number of debit hours accumulated by the employee.
- 51.17 Employees who are medically unwell on an agreed flex day may elect to apply for Personal Leave on presentation of a medical certificate.
- 51.18 Employees may take flex leave in conjunction with Annual Leave, provided the flex leave is taken immediately prior to and/or immediately following the Annual Leave.

Time Off in Lieu (TOIL)

- 51.19 Grades 6, 7 and 8 employees are senior professionals of AgriFutures. Their focus on achievement of organisational outcomes may involve considerable work effort, variable work hours and a requirement to work over and above standard working hours and days. All employees have a right to refuse to work unreasonable hours consistent with s62 of the *Fair Work Act 2009* as outlined in clause 21.1 of this Agreement.
- 51.20 Employees classified at Grades 6 and above do not have access to flex time or extra duty provisions. Flexible hours of work for these employees will be designed and agreed between the employee and manager taking into account the need to balance the achievement of organisational outcomes and individual personal commitments.
- 51.21 General Managers are also able to provide time off in lieu (TOIL) to recognise sustained additional hours worked. While TOIL cannot be one for one it should be fair and reasonable in relation to the additional hours worked. TOIL should be taken as soon as practical after the additional hours worked, usually within three months, at a time agreed between the manager and employee.

52 Home Based Work

- 52.1 Whilst an employee may apply for home-based work arrangements, the primary place of work is the AgriFutures office.
- 52.2 The Managing Director will consider applications for home-based work on a case-by-case basis.

- 52.3 The operational and organisational needs of AgriFutures, including the impact on other members of staff, is the primary factor in the consideration of applications for home-based work.
- 52.4 AgriFutures may approve an application for an employee to work from home/work away from the office on either a regular or temporary basis. These arrangements will be reviewed every six months or earlier on the request of either party. AgriFutures may vary or terminate the arrangement as a result of operational requirements or the ineffectiveness of the arrangement.
- 52.5 Following approval of a work from home request, AgriFutures will arrange a Work Health and Safety audit.
- 52.6 Any modifications required as a result of this audit will be at the employee's expense unless AgriFutures requires the employee to work from home.
- 52.7 The employee must take all reasonable steps to comply with any reasonable and lawful directions given by the manager and to comply with work health and safety standards.
- 52.8 In determining appropriate work arrangements, managers and employees will consider the following (not exhaustive) list of issues:
- a. appropriate and effective communication with office-based employees;
 - b. the need to ensure adequate interaction with colleagues;
 - c. the nature of the job and operational requirements;
 - d. privacy and security considerations;
 - e. health and safety considerations;
 - f. effect on stakeholders; and
 - g. adequate performance monitoring arrangements.

53 Employee Assistance Program

- 53.1 An Employee Assistance Program is available to provide a confidential, professional counselling service to help employees and their families resolve work related and personal problems.

54 Influenza Vaccinations

- 54.1 The Managing Director will provide access to influenza vaccinations on an annual basis, at AgriFutures' expense, to employees wishing to participate. Where the vaccination is not provided at the workplace, employees may make private arrangements to be vaccinated. Reimbursement will be provided but limited to the cost of the influenza vaccine.

Part 8 - Performance and Advancement

55 Higher Duties

- 55.1 An employee directed to perform part of the duties of a higher classification, as set out in the AgriFutures Classification as per clause 4.2 to this agreement, for a period of more than one week (being five working days) will be paid an allowance determined by the Managing Director commensurate with the part of the duties of the higher classification being undertaken. The allowance is payable for the entire period to which the direction relates.
- 55.2 An employee directed to perform in full or in part, the duties of a classification higher than Grade 6, for a period of more than one week (being five working days) will be paid an allowance determined by the Managing Director commensurate with the duties of the higher classification being undertaken. The allowance is payable for the entire period to which the direction relates.

56 Probation

- 56.1 On commencement of employment with AgriFutures, employees will be subject to a six-month period of probation. A notice of engagement will be provided to the employee prior to commencement specifying the probation period and any conditions that apply.
- 56.2 Employment during the probationary period may be terminated with one weeks' notice or pay in lieu.
- 56.3 The six-month probation period commences on the day of appointment and ceases six months after that date.
- 56.4 The managing unsatisfactory performance procedures do not apply during a period of probation.

57 Code of Conduct

- 57.1 Employees are expected to adopt a high standard of conduct and professional and ethical behaviour in the performance of their duties and behave in a manner that maintains or enhances the reputation of AgriFutures.
- 57.2 All employees are expected to meet the following code of conduct:
- a. behave honestly and with integrity in the course of AgriFutures employment;
 - b. act with care and diligence in the course of AgriFutures employment;
 - c. treat everyone with respect and courtesy, and without harassment, when acting in the course of AgriFutures employment;
 - d. comply with all applicable Australian laws, when acting in the course of AgriFutures employment;
 - e. comply with any lawful and reasonable direction given by personnel in AgriFutures who have authority to give the direction;
 - f. maintain appropriate confidentiality about dealings that the employee has with any Minister or Minister's member of staff;
 - g. disclose, and take reasonable steps to avoid, any conflict of interest (real or perceived) in connection with AgriFutures employment;
 - h. use Commonwealth resources in a proper manner;

- i. not provide false or misleading information in response to a request for information that is made for official purposes in connection with the employee's AgriFutures employment;
 - j. not make improper use of:
 - i. inside information, or
 - ii. the employee's duties, status, power or authority, in order to gain, or seek to gain, a benefit or advantage for the employee or for any other person;
 - k. at all times behave in a way that upholds the AgriFutures values and the integrity and good reputation of AgriFutures; and
 - l. at all times behave in a way that upholds the good reputation of Australia, while on duty overseas.
- 57.3 Employees shall not disclose confidential information of AgriFutures, or remove confidential information from AgriFutures' premises without AgriFutures' approval, except as required in the normal performance of an employee's duties.
- 57.4 An employee must not engage in outside employment (paid or unpaid) without prior management approval where such employment would be, or could be, seen as a conflict of interest, or where the employee's employment with AgriFutures could be compromised through competing obligations or demands from the outside paid employment.
- 57.5 Employees must promptly declare to AgriFutures all facts relevant to any conflict or potential conflict of interest. AgriFutures reserves the right to seek declarations of conflict or potential conflict of interest from time to time. As an employee of AgriFutures, or on any matter concerning the business of AgriFutures otherwise than in accordance with the requirements of their position without the prior approval of the Managing Director.
- 57.6 Allegations of breaches of the conduct referenced in this clause or other misconduct will be dealt with in accordance with the principles of natural justice. The process for dealing with the allegations will be carried out with as little formality as possible and will be undertaken as quickly as possible, while allowing for proper consideration of matters involved.

58 Intellectual Property

- 58.1 All intellectual property rights created by an employee during the course of their employment vest with AgriFutures. Nothing in this agreement grants any rights to an employee to any intellectual property of any form, created or otherwise acquired in the course of their employment with the AgriFutures.

59 Performance Management

- 59.1 AgriFutures and its employees will apply an annual performance management system linked to the financial year.
- 59.2 An employee will progress to the next level within a given Grade unless this performance review identifies that the employee is performing in an unsatisfactory manner. This does not limit AgriFutures' capacity to address employee performance concerns at any other times.

60 Learning and Development

- 60.1 AgriFutures may, at its discretion, approve funding for learning and development activities.
- 60.2 An authorisation for learning and development expenditure must be submitted for approval.
- 60.3 Financial support for learning and development activities will be by way of reimbursement of an agreed percentage of expenses on evidence of successful completion of a unit/course of study.
- 60.4 AgriFutures may approve an application for study leave to allow an employee reasonable time to attend a course/ complete study or examinations. Study leave is defined as leave for preparing for and attending exams, completing major assignments or specific course work.

Part 9 - Workplace Consultation

61 Consultation on Major Change

61.1 This term applies if AgriFutures:

- 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.

61.2 For a major change referred to in paragraph 61.1(a):

- a. AgriFutures must notify the relevant employees of the decision to introduce the major change; and
- b. sub clauses 61.3 to 61.9 apply.

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

61.4 If:

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

61.5 As soon as practicable after making its decision, AgriFutures 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 AgriFutures 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.

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

61.7 AgriFutures must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

61.8 If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the AgriFutures enterprise, the requirements set out in paragraph 61.2(a) and 61.3 and 61.5 are taken not to apply.

61.9 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;
- b. major change to the composition, operation or size of the AgriFutures' workforce or to the skills required of employees;

- c. the elimination or diminution of job opportunities (including opportunities for promotion or tenure);
- d. the alteration of hours of work;
- e. the need to retrain employees;
- f. the need to relocate employees to another workplace; or
- g. the restructuring of jobs.

62 Change to regular roster or ordinary hours of work

62.1 For a change referred to in paragraph 61.1(b):

- a. AgriFutures must notify the relevant employees of the proposed change; and
- b. sub clauses 62.2 to 62.7 apply.

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

62.3 If:

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

62.4 As soon as practicable after proposing to introduce the change, AgriFutures 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 AgriFutures 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).

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

62.6 AgriFutures must give prompt and genuine consideration to matters raised about the change by the relevant employees.

62.7 In this term, relevant employees mean the employees who may be affected by a change referred to in sub clause 61.1.

63 Workplace Consultative Committee

63.1 AgriFutures is committed to communicating and consulting directly with employees, and where they choose, their representatives about workplace matters affecting them.

63.2 If it is established, the role of the Workplace Consultative Committee (WCC) will be to consider workplace issues referred by employees, employee representatives or AgriFutures management.

- 63.3 All members of a WCC must give genuine consideration to matters referred to the WCC.
- 63.4 Matters which can be considered by a WCC include:
- a. the implementation, application and intent of the provisions of this Agreement; and
 - b. the development, operation and variation of AgriFutures policies and guidelines that relate to AgriFutures terms and conditions of employment.
- 63.5 If it is established, the WCC will be comprised of two management representatives and four employee representatives. The employee representatives shall be elected by a staff vote and shall serve eighteen month terms.
- 63.6 The WCC shall meet quarterly or more frequently if required.
- 63.7 The WCC may form subcommittees and working parties as required from time to time to deal with specific issues.

64 Representation and Facilities

- 64.1 AgriFutures recognises:
- a. the legitimate role of unions in the workplace; and
 - b. that employees are free to choose whether or not to join a union.
- 64.2 An employee may have an employee representative, who may be a union representative, to represent them in their industrial interests. AgriFutures and employee representatives will deal with each other in good faith.
- 64.3 The role of employee representatives, including union delegates and other non-union representatives, is to be respected and facilitated.

65 Redundancy Overview

- 65.1 These provisions apply to ongoing employees unless the Redundancy provisions of the *Fair Work Act 2009* are more favourable.
- 65.2 Redundancy provisions do not apply to casual and fixed term employees, employees on probation, departures resulting from retirement, resignation or dismissal for misconduct or unsatisfactory performance.
- 65.3 An employee may become redundant if:
- a. there is a greater number of employees than is necessary for the efficient and economical working of the AgriFutures;
 - b. the services of the employee cannot be effectively used because of technological or other changes in work methods or changes in the nature, extent, structure of job roles or functions of the AgriFutures; or
 - c. an employee's duties which were agreed to be undertaken at a specified location are to be performed at a different locality, and working at the new locality would involve the employee an unreasonable amount of travelling time and the employee is not willing to perform his or her duties at the new locality.

66 Notice

- 66.1 Following the consultation process in this Agreement, AgriFutures will provide a written notice of termination to the employee (notice date).
- 66.2 AgriFutures will provide redundant employees with four weeks' notice of the impending redundancy termination date, or payment of four weeks' pay at the ordinary rate in lieu of notice. Alternatively, employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- 66.3 If an employee is over 45 years old and has completed at least two years' continuous service, a further one week of notice or one week of pay in lieu of notice will apply.
- 66.4 An employee given notice of termination in circumstances of redundancy may terminate his or her employment during the period of notice. In this circumstance the employee would be entitled to receive the benefits and payments they would have received had they remained with AgriFutures until the expiry of the notice.
- 66.5 During the period of notice of termination given by AgriFutures, the employee is allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

67 Redeployment

- 67.1 Throughout the application of the following provisions, the Managing Director will take all reasonable steps, consistent with the efficient management of AgriFutures, to redeploy staff to other equivalent duties within AgriFutures.

68 Redundancy Payment

- 68.1 An employee must have 12 months' continuous service with AgriFutures to qualify for a redundancy payment.
- 68.2 If an employee's employment is terminated on redundancy grounds, the employee will be entitled to either:
- a. three weeks base salary for each completed year of service with AgriFutures (to a maximum 48 weeks' salary); or
 - b. payment in accordance with the relevant provisions of the *Fair Work Act 2009*; whichever is the greater.
- 68.3 Redundancy pay will be calculated on a pro rata basis where the employee has worked permanent part-time hours during the period of service with AgriFutures.
- 68.4 Absences from work which do not count as service will not count as service for severance pay purposes.

69 Termination of Employment – other than by Redundancy

- 69.1 AgriFutures may terminate an employee's employment upon the provision of four weeks written notice of termination.
- 69.2 In addition to the notice specified in clause 69.1 above, employees over 45 years of age at the time of the giving of the notice with not less than two years' continuous service, are entitled to an additional week's notice.
- 69.3 AgriFutures may, at its discretion, elect to pay out the period of notice, or elect to make a partial payment in lieu of notice.

- 69.4 Payments in lieu must equal or exceed the total of all amounts that, if the employee's employment had continued until the end of the required period of notice, the employer would have become liable to pay to the employee because of the employment continuing during that period. That total must be calculated on the basis of:
- a. the employee's ordinary hours of work (even if not standard hours); and
 - b. the amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties; and
 - c. any other amounts payable under the employee's contract of employment.
- 69.5 Any equipment used in the performance of an employee's duties will be returned to AgriFutures prior to the termination date.

70 Resignation

- 70.1 An employee must give at least four weeks written notice of resignation unless otherwise agreed in writing by the Managing Director.
- 70.2 In the event that an employee resigns without providing the required notice, AgriFutures will be entitled to withhold from payment of monies due to the employee on termination an amount equivalent to the amount the employee would have earned during the notice period that they failed to work.
- 70.3 In the event that an employee does not attend work for one week, without notice or reasonable explanation, the employee will be taken to have abandoned their employment. In the event of abandonment, Clause 70.2 will apply.

71 Summary Termination of Employment

- 71.1 AgriFutures Australia may at any time immediately terminate the employment by giving written notice to the employee if the employee commits any act of serious misconduct including, but not limited to:
- a. wilful or deliberate behaviour by an employee that is inconsistent with the continuation of the contract of employment;
 - b. conduct that causes serious and imminent risk to:
 - i. the health or safety of a person; or
 - ii. the reputation or viability of AgriFutures business.
 - c. the employee, in the course of the employee's employment, engaging in:
 - i. theft;
 - ii. fraud; or
 - iii. assault.
 - d. the employee being intoxicated at work if the employee's faculties are, by reason of the employee being under the influence of intoxicating liquor or a drug (except a drug administered by, or taken in accordance with the directions of a person lawfully authorised to administer the drug), so impaired that the employee is unfit to be entrusted with the employee's duties or with any duty that the employee may be called upon to perform. This clause may only be enforced if a prior warning has been given;
 - e. the employee refusing to carry out a lawful and reasonable instruction that is consistent with the employee's contract of employment;
 - f. the employee engages in serious or wilful misconduct;

- g. commits any act (whether in the course of the employment or not) which in the reasonable opinion of AgriFutures brings AgriFutures into disrepute;
- h. is convicted of any offence (whether committed in the course of the employment or not) and the employee is sentenced to a term of imprisonment.

72 Termination of Employment for Permanent Incapacity

- 72.1 Where an employee is medically certified as being permanently incapacitated from performing the duties of their position with reasonable adjustments, or the duties of any other position within AgriFutures for which they are suitably skilled to perform, by physical or mental incapacity, AgriFutures may, at any time, by notice in writing, terminate the employment of the employee.
- 72.2 Where termination of an employee's employment occurs in these circumstances the employee will be entitled to four weeks' notice, or payment in lieu of that notice, or the entitlements in respect of notice of termination, or payment in lieu of notice, that are provided in the *Fair Work Act 2009*, whichever is the greater.

73 Suspension With or Without Pay

- 73.1 AgriFutures may, during part or all of any period of notice of termination given by the employee or AgriFutures:
 - a. require the employee to either perform only such duties as AgriFutures Australia may determine or not to perform any duties at all; and/or
 - b. require the employee not to have any contact with any employees, clients or Business Partners of AgriFutures Australia other than normal social contact; and/or
 - c. exclude the employee from all or any part of AgriFutures Australia's premises.
- 73.2 An employee's remuneration will not be withheld or reduced as a result of the employee complying with the directions set out in clause 73.1.
- 73.3 During any period, which AgriFutures is investigating any disciplinary issue involving the employee, AgriFutures may, at its sole discretion suspend the employee. Such a suspension will be on full pay. An employee may be suspended without pay if the investigation concerns criminal activity by the employee and criminal charges are pending or have been laid against the employee. Any suspension without pay will be for a period of no longer than 30 days unless exceptional circumstances exist.

74 Dispute Resolution

- 74.1 If a dispute relates to:
 - a. a matter arising under the agreement; or
 - b. the National Employment Standards;this clause sets out procedures to settle the dispute.
- 74.2 AgriFutures and employees who are a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- 74.3 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.
- 74.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.

- 74.5 Fair Work Commission may deal with the dispute in two 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, Fair Work Commission may then:
 - i. arbitrate the dispute; and
 - ii. make a determination that is binding on the parties.
- 74.6 If Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the *Fair Work Act 2009*. A decision that the Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Division 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.
- 74.7 While the parties are trying to resolve the dispute using the procedures in this term:
- a. an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
 - b. an employee must comply with a direction given by the 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.
- 74.8 The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term.

Formal Acceptance of the Agreement

Signatories

Employer

Signed:



Name: John Harvey
Position: Managing Director
Address: AgriFutures Australia
Building 007, Tooma Way
Charles Sturt University
Wagga Wagga NSW 2650

Date: 23 December 2021

Witnessed by (signature):



Witness name in full (printed): Annette Figgis
Witness address: AgriFutures Australia
Building 007, Tooma Way
Charles Sturt University
Wagga Wagga NSW 2650

Employee Representative:

Signed:



Name: Nicole Legovich
Position: Senior Manager, Corporate
Information Systems and Business Improvements
Address: AgriFutures Australia
Building 007, Tooma Way
Charles Sturt University
Wagga Wagga NSW 2650

Date: 23 December 2021

Witnessed by (signature):



Witness name in full (printed): Annette Figgis
Witness address: AgriFutures Australia
Building 007, Tooma Way
Charles Sturt University
Wagga Wagga NSW 2650

IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2022/11

Applicant:
Rural Industries Research and Development Corporation T/A AgriFutures Australia

Section 185 – Application for approval of a single enterprise agreement.

Undertaking – Section 190

I, John Harvey, Managing Director for AgriFutures Australia have the authority given to me by AgriFutures Australia to give the following undertaking with respect to the AgriFutures Australia Enterprise Agreement 2022 – 2025 (“the Agreement”):

1. AgriFutures Australia undertakes that Clause 11 will be read and applied such that the minimum weekly payment will be higher than the minimum rates set out in Schedule Q Clause 4.2 of the Australian Government Industry Award 2016

This undertaking is provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



John Harvey
Managing Director

9 February 2022