



# ACCC Enterprise Agreement 2024-2027

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# Section 1: Technical matters

## Title

1. This agreement will be known as the Australian Competition and Consumer Commission Enterprise Agreement 2024-27.

## Parties to the agreement

2. This agreement covers:
  - 2.1 the Chairperson, for and on behalf of the Commonwealth of Australia as the employer
  - 2.2 all employees in the Australian Competition and Consumer Commission (ACCC) employed under the PS Act other than:
    - 2.2.1 Senior Executive Service employees or equivalent
  - 2.3 subject to notice being given in accordance with section 183 of the FW Act, the Community and Public Sector Union which was a bargaining representative for this agreement.

## Operation of the agreement

3. This agreement will commence operation 7 days after approval by the Fair Work Commission.
4. This agreement will nominally expire on 28 February 2027.

## Delegations

5. The Chairperson may delegate to or authorise any person to perform any or all of the Chairperson's powers or functions under this agreement, including the power of delegation, and may do so subject to conditions. No such delegation will prevent the personal exercise by the Chairperson of a power or function so delegated.

## National Employment Standards (NES) precedence

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

## Closed comprehensive agreement

7. This agreement states the terms and conditions of employment of employees covered by this agreement, other than terms and conditions applying under relevant Commonwealth laws.
8. This agreement will be supported by policies and guidelines, as implemented and varied from time to time.
9. Policies and guidelines are not incorporated into and do not form part of this agreement. To the extent that there is any inconsistency between policies and guidelines and the terms of this agreement, the terms of this agreement will prevail.

## Individual flexibility arrangements

10. The ACCC 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:
  - 10.1 the agreement deals with one or more of the following matters:
    - 10.1.1 arrangements about when work is performed
    - 10.1.2 overtime rates
    - 10.1.3 penalty rates
    - 10.1.4 allowances
    - 10.1.5 remuneration and
    - 10.1.6 leave and leave loading and
  - 10.2 the arrangement meets the genuine needs of the ACCC and employee in relation to one or more of the matters mentioned in 10.1 and
  - 10.3 the arrangement is genuinely agreed to by the ACCC and employee.
11. The ACCC must ensure that the terms of the individual flexibility arrangement:
  - 11.1 are about permitted matters under section 172 of the FW Act
  - 11.2 are not unlawful terms under section 194 of the FW Act and
  - 11.3 result in the employee being better off overall than the employee would be if no arrangement was made.
12. The ACCC must ensure that the individual flexibility arrangement:
  - 12.1 is in writing
  - 12.2 includes the name of the ACCC and employee
  - 12.3 is signed by the ACCC and employee and, if the employee is under 18 years of age, signed by a parent or guardian of the employee and
  - 12.4 includes details of:

- 12.4.1 the terms of the enterprise agreement that will be varied by the arrangement
  - 12.4.2 how the arrangement will vary the effect of the terms
  - 12.4.3 how the employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
  - 12.5 states the day on which the arrangement commences.
13. The ACCC must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
  14. The ACCC or employee may terminate the individual flexibility arrangement:
    - 14.1 by giving no more than 28 days written notice to the other party to the arrangement or
    - 14.2 if the ACCC and employee agree in writing at any time.
  15. The ACCC and employee are to review the individual flexibility arrangement at least every 12 months.

## Definitions

16. The following definitions apply to this agreement:

**ACCC** means Australian Competition and Consumer Commission.

**ACCC policy** means a policy which provides procedural support to the terms and conditions of employment set out in this Agreement.

**Agency Head** means the Chairperson of the ACCC or the Chairperson's delegate.

**Agreement** means the Australian Competition and Consumer Commission Enterprise Agreement 2024-27.

**Anniversary date** means the annual anniversary of the date an employee commenced in the APS.

**APS** means the Australian Public Service.

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

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

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

**Australian Competition and Consumer Commission** includes, for the purposes of this Agreement, the Australian Energy Regulator established under s44AE of the *Competition and Consumer Act 2010*.

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

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

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

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

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

**Chairperson** means the person appointed as the Chairperson of the ACCC (including a person acting as Chairperson), who is the agency head as defined in the PS Act. The Chairperson may also be referred to as the Chair in related policy or guidance.

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

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

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

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

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

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

**Family** means:

- a. a spouse, former spouse, de facto partner or former de facto partner of the employee
- b. a child, parent, grandparent, grandchild, or sibling of the employee
- c. a child, parent, grandparent, grandchild, or sibling of a spouse, former spouse, de facto partner or former de facto partner of the employee

- d. a person with whom the employee is related by blood, marriage or de facto relationship
- e. a member of the employee's household
- f. a person with whom the employee has a relationship of traditional kinship where there is a relationship or obligation, under customs and traditions of the community or group to which the employee belongs or
- g. The Chairperson is satisfied has a strong affinity with the employee of the nature of a family relationship.

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

**Full time employee** means an employee employed to work an average of 37 hours and 5 minutes per week in accordance with this agreement.

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

**FWC** means the Fair Work Commission.

**Individual assessment** means where an employee is invited by their manager to apply for advancement across a transition point or temporarily perform at a higher work value. A recommendation is made to the Chairperson based on an assessment made of the relative suitability of the employee, or employees, to perform the relevant duties.

**Internal Lawyer** is an employee who is:

- a. an admitted practitioner, however described, of the High Court or the Supreme Court of a state or territory, and
- b. assigned an internal lawyer position in the Specialist Advice and Services Division of the ACCC, howsoever named.

**Internal selection** means where a position is advertised within the ACCC, inviting applications from any ongoing ACCC employee within the broadband to apply for advancement across a transition point or for temporary performance at a higher work value. A recommendation is made to the Chairperson based on an assessment made of the relative suitability of the employee, or employees to perform the relevant duties.

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

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

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

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

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

**Merit based selection process** means where a position is gazetted and advertised, inviting applications from all eligible members of the community. A selection advisory committee assesses the suitability of the applicants based on merit and makes a recommendation to the Chairperson.

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

**Parliamentary Service** means employment under the *Parliamentary Service Act 1999* (Cth).

**Partner** means a spouse or former spouse or de facto partner or former de facto partner.

**Part-time employee** means an employee employed to work less than an average of 37 hours and 5 minutes per week in accordance with this agreement.

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

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

**Relevant employee** means an affected employee.

**Salary** means the employee's rate of salary as shown in Attachment A including any adjustment for higher duties, and/or individual flexibility arrangements, but not including any other allowances. Where salary sacrifice, purchased leave or other relevant arrangements are in place, the employee's salary for the purposes of superannuation, severance and termination payments will be determined as if the salary sacrifice or other arrangements had not been entered into.

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

**Settlement period** means the fortnightly period commencing on the date an employee is paid (being each alternate Thursday) and finishing on the day before the next date an employee is paid (being the alternate Wednesday).

**SES equivalent** means an employee temporarily acting in an SES position or received SES equivalent remuneration.

**Span of hours** means hours in which standard hours can occur being, Monday to Friday, 0700-1900, unless varied by formal agreement between the employee and the Chairperson

**Standard working hours** means Monday to Friday, 7:25 hours per day, 37:05 hours per week, 74:10 hours per fortnight.

**Transition point** see Attachment A and clause **Error! Reference source not found.**; advancement points within a broadband that cannot be crossed by means of incremental advancement.

## Usual location of work

17. An employee's standard place of work will be the designated office location identified in the employee's letter of offer or other engagement documentation. If no designated office location was specified on engagement, the Chairperson may specify a designated office location by advising the employee in writing.
18. The ACCC and employee may agree to vary the employee's designated office location on a temporary or permanent basis.

# Section 2: Remuneration

## Salary

19. Salary rates will be as set out in Attachment A – Salaries of this agreement.
20. The base salary rates in Attachment A – Salaries include the following increases:
  - 20.1 4.0 per cent from the first full pay period on or after 1 March 2024 (the 14 March 2024)
  - 20.2 3.8 per cent from the first full pay period on or after 1 March 2025 (the 13 March 2025) and
  - 20.3 3.4 per cent from the first full pay period on or after 1 March 2026 (the 12 March 2026).
21. In recognition of a common alignment date of the first full pay period on or after 1 March each year, the base salary rates in Attachment A – Salaries were calculated based on base salary rates as at 31 August 2023.
22. In addition to the base salary rates set out in Attachment A, base salary rates paid to employees within the salary range for the classification as at 31 August 2023, but not at a specific pay point in Attachment A, will incorporate the year 1 increases specified at clause 20.1 based on the employees base salary rates as at 31 August 2023. This is subject to clause 23.
23. Where an employee's salary is above the maximum of the relevant salary range the employee will be maintained on that salary until such time as the salary differential is absorbed by the general salary increase, unless otherwise determined by the Chairperson.

## Payment of salary

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

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

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

## Salary setting

25. Where an employee is engaged, moves to or is promoted in the ACCC, the employee's salary will be paid at the minimum of the salary range of the relevant classification, unless the Chairperson determines a higher salary within the relevant salary range under these salary setting clauses.



26. The Chairperson may determine the payment of salary at a higher value within the relevant salary range of the relevant classification and the date of effect at any time.
27. In determining a salary under these salary setting clauses, the Chairperson will have regard to relevant factors including the employee's experience, qualifications and skills.
28. Where an employee commences ongoing employment in the ACCC immediately following a period of non-ongoing employment in the ACCC for a specified term or task, the Chairperson will determine the employee's salary within the relevant salary range of the relevant classification which recognises the employee's prior service as a non-ongoing employee in the ACCC.
29. Where an employee commences ongoing employment in the ACCC immediately following a period of casual employment in the ACCC, the Chairperson will determine the employee's salary within the relevant salary range of the relevant classification which recognises the employee's prior service as a casual employee in the ACCC.
30. Where an APS employee moves to the ACCC at level from another APS agency, and their salary is above the maximum of the salary range for their classification, the Chairperson will maintain the employee's salary at that level, until it is absorbed into the salary range for that classification.
31. Where the Chairperson determines that an employee's salary has been incorrectly set, the Chairperson may determine the correct salary and the date of effect.

## Salary sacrifice

32. All employees will have access to salary sacrifice arrangements. An employee who has a salary sacrifice arrangement will have their salary for all other purposes calculated as if the arrangement had not been entered into.
33. The ACCC will meet reasonable internal administrative costs. Any costs and taxes directly associated with the employee's salary sacrifice arrangement must be met by the employee.
34. Further information about salary sacrifice can be found in ACCC policy.

## Incremental advancement

35. Employees (excluding casuals, and employees undertaking the graduate program) will be eligible to advance to the next pay point for a classification, once per year, in either September or March if they have not reached the maximum increment for that classification and:
  - 35.1 the employee has been at their current pay point for a classification for at least 6 months of aggregate eligible service (as defined in clause 37) during the most recent annual performance plan cycle (including any non-ongoing service and leave periods that counts as service)
  - 35.2 they are performing at the expected reasonable standard for the classification level, as determined by their manager through performance assessments.

36. Employees may be eligible to advance to higher increments at both their substantive and acting classifications.
37. Eligible service for the purposes of clauses 35 and 36 includes:
  - 37.1 periods of paid leave
  - 37.2 periods of unpaid parental leave, although an employee is only eligible to advance one pay point per period of unpaid parental leave, regardless of the length of the period of unpaid parental leave
  - 37.3 other periods of unpaid leave that count as service and
  - 37.4 service while the employee is employed on a non-ongoing basis.
38. The performance plan cycle commences on 1 July each year and concludes on 30 June the following year.
39. Performance assessments for the purposes of incremental advancement will occur in September each year, with incremental advancement taking effect from the first full pay period in September, with payment from the first pay period in October.
40. Those employees who were not eligible for incremental advancement in the September assessments will be eligible for assessment in March, with incremental advancement taking effect from the first full pay period in March, with payment from the first full pay period in April.
41. The expected reasonable standard for advancement to the next highest pay point for a classification involves the employee:
  - 41.1 meeting key deliverables and demonstrating acceptable workplace behaviours for the APS or EL classification under consideration, based on manager feedback as part of performance assessments.
  - 41.2 not currently being managed for unsatisfactory performance in accordance with ACCC policy.
42. Further information about the process for assessing the expected standard for incremental advancement is set out in ACCC policy.
43. Following a performance assessment, the Chairperson may advance an employee two pay points where satisfied the employee:
  - 43.1 has met all requirements to be eligible for incremental advancement and
  - 43.2 has demonstrated sustained exceptional performance and the increase is justified taking into account the ACCC's operational requirements.
44. Where an employee has commenced with the ACCC from another APS agency (previous agency) at the same classification and their previous salary is in between two increments, their starting salary will be the next highest pay point. Work performed by the employee at the classification level in the previous agency will not be considered for the purposes of incremental advancement.

## Transitional arrangements

45. Transitional arrangements are required as the ACCC did not previously use incremental advancement or have defined pay points within the salary band for a classification. Instead, ACCC employees had varied salaries within the salary range for their classification. The purpose of these transitional arrangements is to ensure all employees have their salary set in accordance with the increments set out in Attachment A- Salaries.
46. In September 2024 all ACCC employees, who have not reached the maximum increment for their classification, will have their salary set to the next highest pay point relevant to their classification (aligned pay point) to take effect from the first pay period in September 2024 with payment from the first pay period in October 2024. There will be no eligibility criteria for this salary setting.
47. Employees who have met the eligibility requirements at clause 35 will then be eligible for incremental advancement based on their aligned pay point.

For example, if an APS6 employee is receiving \$96,500 (between pay point APS6.1 and APS6.2) as at September 2024, their salary will be set to \$98,795 (pay point APS6.2). When the incremental advancement process is completed in September, assuming the employee is eligible, they will receive an increment to \$101,758 (pay point APS6.3) to take effect from the first pay period in September 2024 with payment from the first pay period in October 2024. If the employee had not completed the required aggregate service, they would still be eligible to receive the alignment to pay point 6.2, and would be eligible to be assessed for incremental advancement in the next period of March 2025.

## Superannuation

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

## Method for calculating superannuation salary

51. The ACCC will provide an employer contribution of 15.4 percent of the employee's Ordinary Time Earnings (OTE) for employees in the Public Sector Superannuation Accumulation Plan (PSSap) and employees in other accumulation funds.
52. Employer contributions will be made for all employees covered by this agreement.
53. Employer contributions will not be reduced by any other contributions made through salary sacrifice arrangements.

## Payment during unpaid parental leave

54. An employee who is a member of an accumulation fund will be paid employer superannuation contributions on periods of unpaid parental leave at the rate the employee's nominal base salary for periods of leave up to a maximum of 104 weeks.

## Overpayments

55. An overpayment occurs if the Chairperson (or the ACCC) provides an employee with an amount of money to which the employee was not entitled (including but not limited to salary, entitlements, allowances, travel payment and/or other amount payable under this agreement).
56. Where the Chairperson considers that an overpayment has occurred, the Chairperson will provide the employee with notice in writing. The notice will provide details of the overpayment.
57. If an employee disagrees that there has been an overpayment including the amount of the overpayment, they will advise the Chairperson in writing within 28 calendar days of receiving the notice. In this event, no further action will be taken until the employee's response has been reviewed.
58. If after considering the employee's response (if any), the Chairperson confirms that an overpayment has occurred, the overpayment will be treated as a debt to the Commonwealth that must be repaid to the agency in full by the employee.
59. The Chairperson and the employee will discuss a suitable recovery arrangement. A recovery arrangement will take into account the nature and amount of the debt, the employee's circumstances and any potential hardship to the employee. The arrangement will be documented in writing.
60. The ACCC and employee may agree to make a deduction from final monies where there is an outstanding payment upon cessation of employment.
61. Interest will not be charged on overpayments.
62. Nothing in clauses 55 to 61 prevents:
  - 62.1 the ACCC from pursuing recovery of the debt in accordance with an Accountable Authority Instruction issued under the Public Governance, Performance and Accountability Act 2013
  - 62.2 the ACCC from pursuing recovery of the debt through other available legal avenues or
  - 62.3 the employee or the ACCC from seeking approval to waive the debt under the *Public Governance, Performance and Accountability Act 2013*.

## Supported wage system

63. An employee can get a percentage of the relevant pay rate in line with their assessed capacity to do the work if they:
  - 63.1 have a disability

- 63.2 meet the criteria for a Disability Support Pension and
  - 63.3 are unable to perform duties to the capacity required.
64. Specific conditions relating to the supported wage system are detailed in Attachment B – Supported Wage System.

# Section 3: Allowances and reimbursements

## Higher duties allowance

65. Where the Chairperson decides a role needs to be filled for a period of 5 working days or more (not including any days worked outside ordinary hours), higher duties allowance will be paid to any employee temporarily occupying the role acting at a classification level higher than their substantive classification level.
66. Higher duties allowance will be equal to the difference between the employee's current salary and the salary that would be payable if they were promoted to the higher classification level, or a higher amount determined by the Chairperson.
67. Where an employee is temporarily acting at a higher classification level, any resulting additional payment is treated as salary for the purpose of determining other allowances.
68. Where an employee is temporarily acting at a higher classification level, the provisions of this Agreement for the higher classification will apply to the employee (for example, overtime).
69. Where an employee is temporarily acting at a higher classification level, they will continue to receive any resulting additional payment while on paid leave and during public holidays, for the approved period of the temporary performance of higher duties.
70. Where an employee is found to be eligible for incremental advancement at their acting classification level in accordance with clause 35 they will receive an appropriate increase in the rate of higher duties allowance. The employee's salary level will be retained for all future periods of acting regardless of elapsed time.
71. Where an employee is assigned only part of the higher duties, the Chairperson will determine the amount of allowance payable.
72. Higher duties allowance will be payable while an employee is acting at a higher classification level as part of a job sharing arrangement where the duration of the arrangement is at least 5 working days.
73. The Chairperson may shorten the qualifying period for higher duties allowance on a case-by-case basis.
74. Further information about temporary acting at a higher classification level can be found in ACCC policy.
75. Where an employee is required to undertake the duties of a Senior Executive Service (SES) position, the pay and conditions of the employee will be determined by the Chairperson.

## Healthy lifestyle reimbursement

76. An employee may claim a single reimbursement of up to \$299.99, to be paid after 31 March each year for healthy lifestyle expenses in the previous year provided:
  - 76.1 the employee has been employed by the ACCC for a minimum of 3 months prior to making a claim
  - 76.2 the claimed expenses were incurred while employed by the ACCC
  - 76.3 the employee makes the claim by 31 March in any year and
77. the claimed expenses were incurred during the claim period from 1 April of the previous year and 31 March of the claim year.
78. Further information can be found in ACCC policy.

## Workplace responsibility allowance

79. A Workplace Responsibility Allowance (WRA) will be paid to employees for undertaking the following workplace responsibility roles:
  - 79.1 First Aid Officer
  - 79.2 Health and Safety Representative
  - 79.3 Emergency Warden
  - 79.4 Harassment Contact Officer
  - 79.5 Mental Health First Aid Officer
  - 79.6 Site leader
  - 79.7 Peer support advisor.
80. The amount paid for the workplace responsibility allowance is set out in the table below and will be increased in line with any salary increases conferred to employees under this Agreement:

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

81. Employees who undertake more than one of the workplace responsibility roles will only receive one payment of the allowance per fortnight unless approved by the Chairperson due to operational requirements.
82. An employee will no longer be eligible for the WRA if:
  - 82.1 the employee commences a planned period of paid or unpaid leave (other than long service leave) for 12 weeks or more in which case the WRA will cease to be paid from the first day of the leave or

- 82.2 the employee is unexpectedly on paid or unpaid leave (other than long service leave) for 12 weeks or more in which case the WRA will cease to be paid from the day after the final day of the 12 weeks.
83. The full WRA is payable regardless of flexible work and part-time arrangements.
84. An employee's physical availability to undertake a relevant workplace responsibility role will be considered by the ACCC when appointing and reappointing employees to these roles. Not all workplace responsibility roles will necessarily require a physical presence in the workplace for the role to be successfully undertaken, depending on work group arrangements.
85. Casual employees who are eligible to receive a workplace responsibility allowance will be paid the full amount, as varied from time to time, provided they engage in work during any given pay cycle, irrespective of the frequency and duration of the work undertaken.
86. Further information about the WRA can be found in ACCC policy.

## Community language allowance

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

**Table 1: Community language allowance rates**

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

89. The allowance is calculated annually and paid fortnightly.
90. The full allowance is payable regardless of flexible work and part-time arrangements.



91. The allowance is payable during periods of paid leave.
92. The allowance counts as salary for superannuation purposes and for calculating retirement and redundancy entitlements.

## Travel allowance

93. An employee who undertakes travel on official business and is required to be away from home overnight will have their reasonable costs of accommodation paid by the ACCC and be paid an allowance for meals and incidental expenses.
94. The amount payable as a travel allowance will be determined annually by the Chairperson following a review of the annual Taxation Determination issued by the Commissioner of Taxation stating the reasonable amounts for domestic and international travel allowance expenses. Rates will not exceed the maximum amount that is relevant to the employee as indicated in the Taxation Determinations. The allowance for meals and incidentals is inclusive of the goods and services tax.
95. In calculating the allowances payable under clauses 93 and 94 for time involved in official travel:
  - 95.1 where travel is by rail or air will include 90 minutes before the scheduled time of departure from the city of the employee's usual location of work and 90 minutes after the time of the employee's return to that city.
  - 95.2 for all other means of travel, the actual times of departure from and return to the office of their usual location of work will be used.
  - 95.3 An employee can reach an agreement with the Chairperson about the appropriate departure location in the event this differs from their usual location of work.
96. Payment information, including the applicable rates, is available in ACCC policy.

## Part Day travel meal allowance

97. An employee who is required to perform their duties at a location other than their usual location of work or from their home for a period of more than 5 hours will have meal expenses paid by the ACCC for each 5 hour period.
98. In calculating the 5 hour period:
  - 98.1 where travel by rail or air is required, the calculation of a 5 hour period will include 90 minutes before the scheduled time of departure from the city of the employee's usual location of work and 90 minutes after the time of the employees return to that city.
  - 98.2 for all other means of travel, the actual times of departure from and return to the office of their usual location of work will be used.
99. The part day travel meal allowance will be paid at the rates set out by the Australian Taxation Office in the Taxation Determination as follows:
  - 99.1 by ACCC provided credit card (up to the amount set out in the Taxation Determination); or if not practicable

99.2 by way of allowance into the employee's bank account.

100. An employee is not eligible for the part-day travel meal allowance where ACCC provides the employee with a meal. Further detail is available in ACCC policy.

## **Overtime meal expenses**

101. In addition to any overtime payment, an employee who is required by the Chairperson to work overtime for periods in excess of 3 hours will be paid a meal allowance at the rate set out by the Australian Taxation Office in the Taxation Determination as follows:

101.1 By ACCC provided credit card (up to the amount set out in the Taxation Determination); or if not practicable.

101.2 By way of allowance into the employee's bank account.

102. An employee is not eligible for the overtime meal allowance where ACCC provides the employee with a meal.

## **Motor vehicle allowance**

103. The Chairperson may authorise an employee to use a private motor vehicle or a vehicle hired by the employee for official purposes where it will result in greater efficiency or be of less expense to the ACCC.

104. An employee authorised to use, or hire, a private motor vehicle for official purposes will be entitled to a motor vehicle allowance. The amount of the allowance will be based on the relevant Taxation Determination.

## **Living away from home allowance**

105. The Chairperson will determine appropriate allowances where an employee is required to be temporarily absent from their home on official business in one locality for more than 2 weeks.

106. The Chairperson will also determine appropriate allowances where an employee participates in an approved employee development program.

107. Further information about the living away from home allowance can be found in ACCC policy.

## **On-call duty**

108. An employee with a classification of APS 6 or below will be paid on-call duty when directed by the Chairperson to be contactable and available to perform duty outside the standard working hours of the employee. Where operational requirements do not permit prior direction, on-call duty may be subsequently approved by the Chairperson.

109. An employee who is on-call to perform duty will be paid an allowance as set out below:

<b>Period of on-call</b>	<b>Rate of payment</b>
Monday to Friday (outside standard working hours)	7.5% of the employee's hourly rate of salary
Saturday or Sunday	10% of the employee's hourly rate of salary
Public Holiday	15% of the employee's hourly rate of salary

110. When an employee is on-call and is directed to work outside the span of hours, the employee will be paid overtime at a multiplier of one and one half for:
- 110.1 no less than 1 hour if the employee is not required to travel to the workplace, or
- 110.2 no less than 2 hours plus actual travel time if the employee is required to travel to the workplace.
111. On call duty is not payable for any period for which the employee receives overtime, was not contactable or was not available.
112. The Chairperson may direct that an executive level employee be paid on call duty in exceptional circumstances. Overtime for any work will be paid in accordance with clause 167.

# Section 4: Classifications and Broadbands

113. The below are the broadbands provided at the ACCC:

<b>Broadband title</b>	<b>Corresponding APS classifications</b>
ACCC General Broadband One	APS 1 – 3
ACCC General Broadband Two	APS 4 – 5
ACCC General Broadband Three	APS6
ACCC General Broadband Four	EL1
ACCC General Broadband Five	EL2
Internal Lawyer Broadband One	APS 3 – EL1
Internal Lawyer Broadband Two	EL2
Graduate APS Broadband	APS 3 - 5
Indigenous Australian Government Development Program (IAGDP)	APS 3-4

## Advancement to a higher classification within a broadband

114. An employee can advance within a broadband up to a transition point through incremental advancement (see clauses 35 to 44).

115. An employee is eligible to advance to a higher classification within a broadband where:

115.1 there is sufficient work available at the higher classification

115.2 the employee's performance is satisfactory and

115.3 the employee demonstrates they have gained the necessary skill and proficiencies to perform the more complex work through:

115.3.1 individual assessment

115.3.2 internal selection or

115.3.3 a merit-based selection process.

Note: An employee can only be promoted to the next ACCC broadband through a merit-based selection process.

116. Nothing in clauses 114 to 115 prevents an employee from advancing to a higher classification within a broadband at any time as the result of an appointment made

following a merit-based selection process in which the employee was rated as suitable.

## Graduate APS

117. An offer of engagement for a Graduate APS employee is conditional on satisfactory completion of a probationary period of 6 months. The probation and performance management process at Section 8 of this Agreement does not apply to a Graduate APS employee. Further information about the length and requirements of the graduate development program, including the relevant performance management processes, is contained in ACCC policy. The Chairperson has the discretion to extend the period of probation by up to 3 months where the Chairperson considers it appropriate and has provided the employee with at least 2 week's written notice of the extension.
118. The salary range Graduate APS employees is set out in Attachment A.
119. A Graduate APS employee will be engaged at the GAPS A salary. A Graduate APS employee will be progressed through the Graduate APS payscale to the paypoint GAPS C salary following successful completion of the graduate development program in accordance with ACCC policy.
120. When the Chairperson is satisfied that the graduate development program has been successfully completed, a Graduate APS employee will be allocated a classification of APS 5 in accordance with the Public Service Classification Rules 2000. The Chairperson will then assign duties within the APS5 classification and set salary at the base of the APS5 salary range.

## Indigenous Australian Government Development Program

121. Employees engaged as Indigenous Australian Government Development Program (IAGDP) participants will commence at the base of a salary of an IAGDP 1 level as set out in Attachment A.
122. On satisfactory completion of the IAGDP requirements, employees will be eligible for advancement within the IAGDP Broadband in Attachment A.

## Internal Lawyers

123. The classification structure for Internal Lawyers is set out in Attachment A. Within this classification structure, assignment of duties, movement, and the transition points operate as described in clauses 114 to 115.
124. An Internal Lawyer may not be promoted or be eligible for incremental advancement in the Internal Lawyer Broadband without being an admitted practitioner, however described, of the High Court or the Supreme Court of a state or territory.
125. Where an employee is no longer an Internal Lawyer because they have moved to another position in the ACCC, their salary will not change until the salary for the classification of their new position exceeds their current salary. When this occurs, the

employee will be entitled to incremental advancement in accordance with clauses 35 to 44.

## Work Level Standards

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

# Section 5: Working hours and arrangements

## Job security

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

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

### **Reporting**

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

### **Pathways to permanency**

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

## Casual (irregular or intermittent) employment

130. A casual (irregular or intermittent) employee is as defined in the definitions section.

131. A decision to expand the use of casual employees is subject to section 10 of this agreement.

132. The ACCC will regularly review the working arrangements of casual employees to assess if they are genuinely performing irregular or intermittent duties, and report de-identified outcomes to the consultative committee, where one is in place.

133. Remuneration for casual employees is on an hourly basis. A casual employee will receive a 25 per cent loading on the base hourly rate of their classification as set out in this agreement.

134. The casual loading is paid in lieu of payment for public holidays not worked, notice of termination of employment, redundancy benefits and all paid leave entitlements, other than leave required by legislation including long service leave in accordance with the Long Service Leave (Commonwealth Employees) Act 1976 and leave for family and domestic violence support.

135. A casual employee will be engaged for a minimum of 3 hours per engagement or shall be paid for a minimum of 3 hours at the appropriate casual rate.

136. A casual employee who is eligible for a Workplace Responsibility Allowance will be paid the full amount.

## Non ongoing employment

137. A non ongoing employee is defined in the definitions section.

138. Non ongoing employees will generally have the same terms and conditions of employment as ongoing employees under this agreement's terms except:

138.1 personal/carer's leave accrual at clause 247

138.2 redundancy provisions in section 11, subject to clause 139.

139. If the non-ongoing employee's contract is not permitted by section 333E of the FW Act, then the redundancy provisions in section 11 will apply.

140. If the redundancy provisions apply to an employee under clause 139, the ACCC must adhere to the consultation requirements in section 10 and, where applicable, the consultation provisions in section 11.

## Working hours

### Hours of working and attendance

141. Standard working hours will be worked within the span of hours. An employee may choose start, finish and break times within this span subject to the Chairperson's agreement.

142. For a part time employee, hours of work and attendance are those agreed with the Chairperson.

143. An employee will not be required to work more than 10 hours in a 24-hour period.

144. An employee is responsible for accurately recording working hours. An employee's working hours will be actively monitored (including their use of flex, time off in lieu and annual leave), including as part of the employee's performance review. Any action taken in respect of an employee's working hours will:

144.1 be in consultation with the employee

144.2 consider the interests of the employee's work/life balance

144.3 consider the interest of the ACCC.

### Breaks from work

145. An employee should not work more than 5 hours without a break of at least 30 minutes. Apart from breaks from telephone duty (clause 146), breaks taken from work within the work day are not paid breaks.

146. An employee employed in the Infocentre undertaking telephone duty must take a paid 5 minute break from the telephone within any hour where they are not already rostered



a break or where they have experienced an aggressive or upsetting call. These 5 minute breaks do not accumulate. After 2 hours and before 5 hours of telephone duty, the employee must take a paid 15 minute break from the telephone.

## **Unreasonable additional hours**

147. Employees will not be required to work unreasonable additional hours and are entitled to refuse this work in accordance with the FW Act.
148. Further information can be found in ACCC policy.

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

149. An employee with a classification of APS 1 to APS 6, including part-time employees, may access flextime. The Chairperson may direct that an employee is not to access flextime and must work standard or agreed part-time hours only.
150. Employees who work more or less than their ordinary hours within the span of hours will incur an hour for hour flex credit or debit.
151. Flex credits will also accrue on an hour for hour basis for time spent travelling on official business in Australia regardless of the time of that travel.
152. Attendance beyond the span of hours will only accrue flex credits with the approval of the Chairperson.
153. An employee may carry over a maximum of 37:05 hours of flex credit to the next settlement period.
154. An employee may carry over more than 37:05 hours flex credit to the next settlement period with the written agreement of the Chairperson where there are operational requirements that those additional hours be worked. When this occurs, the employee must reduce their flex credit to less than 37:05 hours by the end of the next settlement period. If the reduction is not possible because of operational requirements, the employee may request to be paid overtime at a rate of one and one half for the hours worked in excess of 37:05 hours.
155. An employee may carry over a maximum of 10 hours of flex debit to the next settlement period. Any flex debit in excess of 10 hours at the end of the settlement period will be treated as leave without pay and the employee's salary will be adjusted accordingly.
156. Further information about flextime can be found in ACCC policy.

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

157. Executive level (EL) employees are sometimes required to work reasonable additional hours. Consistent with the NES, employees may refuse to work unreasonable additional hours.
158. EL employees seeking to access time off in lieu (TOIL) are required to keep records of their working hours using a method determined by the ACCC.

159. The Chairperson is to grant TOIL in recognition of reasonable additional hours worked. TOIL granted to employees can be taken as whole or part days.
160. The working arrangements for an EL employee should be agreed through discussion between the manager and the EL employee. The discussion should include consideration of the work requirements that will safely get the job done and reasonably allow the employee to balance their work and personal life.
161. An EL employee's working arrangements and actual hours worked should be discussed on at least a quarterly basis between the EL employee and their manager.
162. The pattern of hours is to be flexible enough to accommodate short-term peaks and troughs in workload, and include expected reasonable additional hours. The agreed pattern of hours is to be recorded.
163. Requests from EL employees to access flexible time off which are consistent with their agreed working arrangements are to be supported, subject to operational requirements.
164. Further information about time off for EL employees can be found in ACCC policy.

## Overtime

165. APS level employees will be paid overtime where they are directed in writing by the Chairperson to undertake 'overtime work' as defined in clause 167.
166. The direction must be in writing and must occur before the 'overtime work' has commenced. Where this is not possible, subsequent written approval must be provided before the employee will be paid overtime for the 'overtime work'.
167. 'Overtime work' is work employees are directed to perform:
  - 167.1 exceeding the employee's ordinary hours for the day
  - 167.2 outside the span of hours
  - 167.3 on a public holiday or during End of Year closedown or
  - 167.4 that prevents an 8-hour break between work days.
168. Executive Level employees will be eligible for overtime when directed to undertake 'overtime work' in writing by the Chairperson.
169. An employee who chooses to work additional hours without direction from the Chairperson or has agreement to vary the span of hours to work on a weekend will not be paid overtime for this work.
170. Overtime is paid at the following rates:
  - 170.1 Monday to Friday – time and a half for the first 3 hours each day (in addition to the employee's standard hours on that day) and double time thereafter
  - 170.2 Saturday – time and a half for the first 7.25 hours and double time thereafter
  - 170.3 Sunday – double time
  - 170.4 Public Holidays – double time

- 170.5 End of year closedown days (excluding public holidays) – time and a half
171. Where overtime is continuous with ordinary duty, overtime payments will be paid for the period worked. There is no minimum period for which overtime will be paid.
172. Where overtime is not on an employee's ordinary day of work, or where overtime constitutes emergency duty, payment for each separate overtime attendance will be for a minimum of 2 hours.
173. Where agreed with the Chairperson, employees may take time off in lieu of overtime at the appropriate penalty rate specified.
174. Where necessary, the ACCC will meet the costs of an employee travelling to and from their home for the purposes of completing overtime work either where the travel expenses (for example taxi or rideshare) are paid on ACCC issued government credit card, or via a reimbursement.
175. Further information about overtime can be found in ACCC Policy.

## **Eight-hour break**

176. Employees are entitled to an 8 hour break plus reasonable travel time to and from work (where required), between working days.
177. Where the employee would be unable to take an 8 hour break plus reasonable travelling time before commencing work again, the employee must inform their manager.
178. The Chairperson may direct an employee to return to work without an 8 hour break, plus reasonable travel time for urgent or high priority work. Where this occurs employees will be paid overtime at the rate of time and a half until they are able to take an 8 hour break.
179. Where the 8 hour break results in absence for part or all of their next working day, the employee will not be required to make up those hours and their salary will be unaffected.

## **Flexible working arrangements**

180. The ACCC, employees and their union recognise:
- 180.1 the importance of an appropriate balance between employees' personal and working lives, and the role flexible working arrangements can play in helping to achieve this balance
  - 180.2 access to flexible work can support strategies to improve diversity in employment and leadership in the APS
  - 180.3 access to flexible work supports APS capability, and can assist in attracting and retaining the employees needed to deliver for the Australian community, including employees located at a wider range of locations
  - 180.4 that flexibility applies to all roles in the ACCC, and different types of flexible working arrangements may be suitable for different types of roles or circumstances and

- 180.5 requests for flexible working arrangements are to be considered on a case-by-case basis, with a bias towards approving requests.
181. The ACCC is committed to engaging with employees and their union to build a culture that supports flexible working arrangements across the ACCC at all levels. This may include developing and implementing strategies through an ACCC consultative committee.
182. Flexible working arrangements include, but are not limited to, changes in hours of work, changes in patterns of work and changes in location of work.

## **Requesting formal flexible working arrangements**

183. The following provisions do not diminish an employee's entitlement under the NES.
184. An employee may make a request for a formal flexible working arrangement.
185. The request must:
- 185.1 be in writing
  - 185.2 set out details of the change sought (including the type of arrangement sought and the proposed period the arrangement will operate for) and
  - 185.3 set out the reasons for the change, noting the reasons for the change may relate to the circumstances set out at section 65(1A) of the FW Act.
186. The Chairperson must provide a written response to a request within 21 days of receiving the request.
187. The response must:
- 187.1 state that the Chairperson approves the request and provide the relevant detail in clause 188 or
  - 187.2 if following discussion between the ACCC and the employee, the agency and the employee agree to a change to the employee's working arrangements that differs from that set out in the request – set out the agreed change or
  - 187.3 state that the Chairperson refuses the request and include the following matters:
    - 187.3.1 details of the reasons for the refusal and
    - 187.3.2 set out the ACCC's particular business grounds for refusing the request, explain how those grounds apply to the request and
    - 187.3.3 either:
      - 187.3.3.1 set out the changes (other than the requested change) in the employee's working arrangements that would accommodate, to any extent, the employee's circumstances outlined in the request and that the agency would be willing to make or
      - 187.3.3.2 state that there are no such changes and

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

188. Where the Chairperson approves the request this will form an arrangement between the agency and the employee. Each arrangement must be in writing and set out:
- 188.1 any security and work health and safety requirements
  - 188.2 a review date (subject to clause 192) and
  - 188.3 the cost of establishment (if any).
189. The Chairperson may refuse to approve the request only if:
- 189.1 the ACCC has discussed the request with the employee and
  - 189.2 the ACCC has genuinely tried to reach an agreement with the employee about making changes to the employee's working arrangements to accommodate the employee's circumstances (subject to any reasonable business grounds for refusal) and
  - 189.3 the ACCC and the employee have not reached such an agreement and
  - 189.4 the ACCC has had regard to the consequences of the refusal for the employee and
  - 189.5 the refusal is on reasonable business grounds.
190. Reasonable business grounds include, but are not limited to:
- 190.1 the new working arrangements requested would be too costly for the ACCC
  - 190.2 there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested
  - 190.3 it would be impractical to change the working arrangements of other employees, or to recruit new employees, to accommodate the new working arrangements requested
  - 190.4 the new working arrangements requested would be likely to result in a significant loss in efficiency or productivity
  - 190.5 the new working arrangements requested would be likely to have a significant negative impact on customer service and
  - 190.6 it would not be possible to accommodate the working arrangements without significant changes to security requirements, or where work health and safety risks cannot be mitigated.
191. For First Nations employees, the ACCC must consider connection to country and cultural obligations in responding to requests for altering the location of work.
192. Approved flexible working arrangements will be reviewed by the ACCC and the employee after 12 months, or a shorter period, if agreed by the employee. This is to ensure the effectiveness of the arrangement.

## **Varying, pausing or terminating flexible working arrangements**

193. An employee may request to vary an approved flexible working arrangement in accordance with clause 185. An employee may request to pause or terminate an approved flexible working arrangement.
194. The Chairperson may vary, pause or terminate an approved flexible working arrangement on reasonable business grounds, subject to clause 196.
195. The ACCC must provide reasonable notice if varying, pausing or terminating a flexible working arrangement without the agreement of the employee, having regard to the circumstances of the employee. Exceptions to this requirement are urgent and critical operational circumstances or an employee's demonstrated and repeated failure to comply with the agreed arrangements.
196. Prior to the Chairperson varying, pausing or terminating the arrangement under clause 194, the ACCC must have:
  - 196.1 discussed with the employee their intention to vary, pause or terminate the arrangement with the employee
  - 196.2 genuinely tried to reach an agreement with the employee about making changes to the employee's working arrangements to accommodate the employee's circumstances (subject to any reasonable business grounds for alteration)
  - 196.3 had regard to the consequences of the variation, pause or termination for the employee
  - 196.4 ensured the variation, pause or termination is on reasonable business grounds and
  - 196.5 informed the employee in writing of the variation, pause or termination to the approved flexible working arrangement, including details set out in clause 187.3

## **Working from home**

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

## Ad hoc arrangements

202. Employees may request ad hoc flexible working arrangements. Ad-hoc arrangements are generally one off or short term arrangements for circumstances that are not ongoing.
203. Employees should, where practicable, make the request in writing and provide as much notice as possible.
204. Requests for ad hoc arrangements are not subject to the request and approval processes detailed in clauses 183 to 192.
205. The ACCC should consider ad hoc requests on a case by case basis, with a bias to approving ad hoc requests, having regard to the employee's circumstances and reasonable business grounds.
206. Where a regular pattern of requests for ad hoc arrangements from an employee emerges, the ACCC should consider whether it is appropriate to seek to formalise the arrangement with the employee.

## Altering span of hours

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

## Part time work

208. An employee who enters into an agreement with the Chairperson to work fewer hours than the standard working hours (known as a part-time working arrangement) is a part time employee.
209. A full time employee who becomes a part time employee is entitled to revert to full time hours at the end of their part time agreement.
210. Employees engaged on a full-time basis will not be compelled to convert to part time employment. No employee will be required to vary part time hours unless agreed.

## End of year closedown

211. ACCC will close down its normal operations at 12.00pm (local time to an employee's usual location of work) on the last working day before Christmas Day and re-open on the first working day after New Year's Day.
212. Employees are not required to take leave and are not normally required to work during End of Year closedown and will continue to be paid for their ordinary hours during this period.
213. Where an employee would otherwise be absent on leave on that day, the rate of payment will be in accordance with the payment for that leave entitlement (e.g. if on

long service leave on half pay, payment is at half pay, or if on leave without pay there will be no payment).

214. Where a part-time employee is not rostered to work during any portion of the End of Year closedown period, the employee may elect to take the equivalent time off by agreement with the Chairperson.

## Public holidays

215. Employees are entitled to the following holidays each year as observed at their normal work location in accordance with the FW Act:

215.1 1 January (New Year's Day)

215.2 26 January (Australia Day)

215.3 Good Friday and the following Monday

215.4 25 April (Anzac Day) (or a substitute day)

215.5 the King's birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory)

215.6 25 December (Christmas Day)

215.7 26 December (Boxing Day)

215.8 an additional day (to be treated as a public holiday for the purposes of this Agreement) between Christmas Day and New Year's Day on:

215.8.1 if Christmas Day falls on a Sunday 28 December

215.8.2 if Christmas Day falls on a Monday or a Wednesday 27 December

215.8.3 if Christmas Day falls on a Tuesday 31 December

215.8.4 if Christmas Day falls on a Thursday, Friday or Saturday 29 December and

215.9 any other day or part day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory as a public holiday, other than a day or part day, or a kind of day or part day, that is excluded by the *Fair Work Regulations 2009* from counting as a public holiday.

216. If a public holiday falls on a Saturday or Sunday, and if under a State or Territory law, a day or part day is substituted for one of the public holidays listed above, then the substituted day or part day is the public holiday.

217. The Chairperson 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.

218. The Chairperson and an employee may agree to substitute a cultural or religious day of significance to the employee for any day that is a prescribed holiday. If the employee cannot work on the prescribed holiday, the employee will be required to work make-up



time at times to be agreed. This substitution does not impact or reduce an employee's entitlement to First Nations ceremonial leave, NAIDOC leave or cultural leave.

219. Where an employee substitutes a public holiday for another day, they will not be paid penalty rates for working their ordinary hours on the public holiday.
220. Where a public holiday falls during a period when an employee is absent on leave (other than annual leave, paid personal/carer's leave or defence service sick leave) there is no entitlement to receive payment as a public holiday. Payment for that day will be in accordance with the entitlement for that form of leave (e.g. if on long service leave on half pay, payment is at half pay.)
221. If under a law of a State or Territory every Sunday is declared or prescribed by or under that law to be a public holiday, there is no entitlement to receive payment as a public holiday if the employee would have worked, or does perform work, on that day. In these circumstances, payment will only be made at the public holiday rate if the employee performs work on that day, and the Sunday would otherwise be a public holiday under clause 215.1 to 215.9.
222. An employee, who is absent on a day or part day that is a public holiday in their normal work location, is entitled to be paid for the part or full day absence as if that day or part day was not a public holiday, except where that person would not normally have worked on that day.
223. Where a full time employee, including but not limited to employees on compressed hours, has a regular planned day off which would fall on a public holiday, the Chairperson may allow the employee to change their planned day off so that it does not fall on a public holiday. If it is not possible to change their planned day off, the employee will be credited an equivalent amount of time to their regular hours for the day in flex credits or EL TOIL in recognition of their planned day off.

# Section 6: Leave

## Annual leave

### Accrual

- 224. Employees (other than casual employees) are entitled to 4 weeks (20 days) of paid annual leave per completed year of service, accruing daily, credited daily. Annual leave for part-time employees accrues on a pro-rata basis.
- 225. Employees in receipt of compensation for incapacity under the Safety Rehabilitation and Compensation Act 1988 for more than 45 cumulative weeks will accrue annual leave credits on a pro-rata basis for hours actually worked.

### Approval

- 226. Annual leave can be taken as it accrues, subject to the approval of the Chairperson. Such approval will not be unreasonably withheld.
- 227. Annual leave must be accrued before it can be taken; it cannot be taken in anticipation of future accrual.
- 228. Annual leave is to be applied for prior to the commencement of the leave period.
- 229. Where annual leave is cancelled or the employee is recalled to duty, the employee will be reimbursed travel costs not recoverable from insurance or other sources. Evidence of costs may be required.

### On separation

- 230. Employees will receive payment in lieu of any untaken annual leave on separation from the APS.

### Cash out of annual leave

- 231. An employee may enter into a written agreement with the Chairperson to cash out annual leave credits where:
  - 231.1 the employee has taken at least 3 weeks of annual or long service leave over the 24 months immediately preceding the cash out date, which can include a combination of annual leave, purchased leave or long service leave;
  - 231.2 the employee's annual leave balance will be no less than 20 days (including future leave requests) following the cash out; and
  - 231.3 the employee has not cashed out annual leave in the 12 months prior to the cash out date.
- 232. The amount payable on cash out will be the full amount that the employee would have been paid had they taken the annual leave.

233. An employee must enter into a new agreement and meet the same conditions outlined in clause 231 each time they wish to cash out annual leave.

## **Annual leave at half pay**

234. An employee may elect to take annual leave at half pay. If approved, annual leave day credits will only be deducted for half of the leave duration.

235. Unless approved by the Chairperson, annual leave may not be taken at half pay where the employee has an excess leave balance (55 days).

236. Annual leave taken at half pay counts as service.

## **Excess annual leave**

237. Where an employee has accrued 55 days of annual leave, any additional accrual will be considered excess leave. An employee with 45 days of annual leave or more must seek to reach an agreement with the Chairperson to manage the reduction of their annual leave balance over a reasonable period of time but not greater than 6 months to ensure it does not exceed 55 days. This agreement must be completed prior to the employee accruing their 55th day of annual leave (leave agreement).

238. In developing a leave agreement under clause 237, the Chairperson will consider the employee's circumstances.

239. If a leave agreement is not reached, or if a leave agreement is not complied with as required by clause 237, the employee may be directed to take leave until their annual leave balance is less than 55 days. An employee will not be directed to take annual leave before they have accrued 50 days of annual leave.

240. Further information about annual leave can be found in ACCC policy.

## **Purchased leave**

241. An ongoing employee or a non ongoing employee with more than 12 months of service may apply to their manager for up to 4 weeks of purchased leave. The Chairperson may permit an employee to purchase more than 4 weeks of leave.

242. Purchased leave must be taken within 12 months of the date on which it was purchased. Any purchased leave that is not taken within that 12 month period will be paid out to the employee.

243. Any employees who has excess annual leave will be unable to purchase additional leave (other than for the purposes of sabbatical leave) until the balance of their annual leave has been reduced in accordance with clauses 237 to 239.

244. Clauses 237 to 239 do not apply to the purchase of leave for the purpose of taking sabbatical leave under clauses 320 to 330 and cannot be used to increase the total purchased sabbatical leave to greater than 20 weeks.

245. Purchased leave will count as service for all purposes.

246. Further information on purchased leave can be found in ACCC policy.

# Personal/carer's leave

## Entitlement

247. On engagement, an ongoing full time employee will be credited with 148:20 hours (20 days) personal leave. From their first anniversary date, an employee will accrue personal/carer's leave progressively at an accrual rate of 148:20 hours (20 days) for each year of service. Ongoing part time employees will be credited with personal/carer's leave on a pro rata basis for the proportion of standard working hours they work. After 12 months, ongoing employees will accrue personal leave daily, credited daily.
248. For a non ongoing employee, the personal/carer's leave will be credited upon the employee's commencement with the ACCC. The credit will be 20 days leave pro-rated based on the employee's initial contract period, and capped at 20 days. After the initial contract period or 12 months, whichever is shorter or where the employee has an existing entitlement to personal/carer's leave, leave will accrue daily, credited daily.
249. A casual employee may be absent without pay when not fit for work due to personal illness or injury. A casual employee may access 2 days unpaid carer's leave per occasion consistent with the NES.
250. Personal/carer's leave at half pay may be approved by the Chairperson or their delegate.
251. Accrued personal/carer's leave credits will not be paid out on separation from the ACCC.

## Definition of personal/carer's leave

252. An employee may take personal leave for the following purposes:
  - 252.1 due to personal illness or injury
  - 252.2 to attend appointments with a registered health practitioner
  - 252.3 to manage a chronic condition
  - 252.4 to provide care or support to a family member, a member of the employee's household, or a person they have caring responsibilities for, who requires support because of:
    - 252.4.1 a personal illness or personal injury affecting the member or
    - 252.4.2 an unexpected emergency affecting the member
  - 252.5 a family member contracts or develops a personal injury or illness that poses a serious threat to their life, or dies
253. A person that an employee has caring responsibilities for may include a person who needs care because they:
  - 253.1 have a medical condition, including when they are in hospital
  - 253.2 have a mental illness

- 253.3 have a disability
- 253.4 are frail or aged and/or
- 253.5 are a child, not limited to a child of the employee.

## **Approval**

- 254. Where possible, applications for personal/carer's leave should be made to the Chairperson in advance of the leave. An employee may be requested to support an application for personal leave with satisfactory evidence.
- 255. Evidence may be requested after:
  - 255.1 more than 3 consecutive days or
  - 255.2 more than 8 days without evidence in a calendar year.
- 256. Acceptable evidence includes:
  - 256.1 a certificate from a registered health practitioner
  - 256.2 a statutory declaration or
  - 256.3 another form of evidence approved by the Chairperson or their delegate.
- 257. A certificate from a registered health practitioner may be used as evidence of a chronic condition for up to 12 months for both personal and carer's leave.
- 258. Personal/carers leave must be approved by the Chairperson or their delegate. Leave at half pay may be approved by the Chairperson or their delegate.
- 259. Further information about the processes for applying for, and the approval of, personal leave can be found in ACCC policy.

## **No personal leave credits**

- 260. Where personal circumstances require or an employee has no personal leave credits, the Chairperson or their delegate may approve additional leave as unpaid or half pay personal leave. The Chairperson or their delegate will determine whether unpaid personal leave counts as service except where otherwise provided for by legislation.
- 261. Where an employee has no personal leave credits the employee may access unpaid personal/carer's leave in accordance with the National Employment Standards in the FW Act.

## **Re-crediting of leave**

- 262. When an employee is on:
  - 262.1 annual leave
  - 262.2 purchased leave
  - 262.3 defence reservist leave

262.4 First Nations ceremonial leave

262.5 NAIDOC leave

262.6 cultural leave or

262.7 long service leave and

becomes eligible for, under legislation or this agreement:

262.8 personal/carer's leave

262.9 compassionate or bereavement leave

262.10 jury duty

262.11 emergency services leave

262.12 leave to attend to family and domestic violence circumstances or

262.13 parental leave, premature birth leave, stillbirth leave or pregnancy loss

the affected period of leave will be re-credited.

263. When an employee is on personal/carer's leave and becomes eligible for parental leave, premature birth leave, stillbirth leave or pregnancy loss leave, the affected period of leave will be re-credited.

264. Re-crediting is subject to appropriate evidence of eligibility for the substituted leave.

## Portability of leave

265. Where an employee moves into the ACCC from another APS agency where they were an ongoing employee (including on promotion or for an agreed period), the employee's unused accrued annual leave and personal/carer's leave will be transferred, provided there is no break in continuity of service.

266. Where an employee is engaged in the ACCC 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/carer's leave will be recognised unless the employee received payment in lieu of those entitlements on cessation of employment.

267. Where an employee is engaged as an ongoing employee in the ACCC, and immediately prior to the engagement the person was employed as a non-ongoing APS employee (whether in the agency or another), at the employee's request, any unused accrued annual leave (excluding accrued leave paid out on separation) and personal/carer's leave will be recognised.

268. Where an employee is engaged as a non ongoing APS employee, and immediately prior to the engagement the person was employed as a non ongoing APS employee (whether in the agency or another) at the employee's request, any unused accrued annual leave (excluding accrued leave paid out on termination of employment) and personal/carer's leave will be recognised.

269. Where an employee is engaged as an ongoing employee in the ACCC, and immediately prior to the engagement the person was employed by a Commonwealth employer (other than in the Parliamentary Services which are covered in clause 266), the ACCC will recognise any unused accrued personal/carer's leave at the employee's request. The ACCC will advise the employee of their ability to make this request.
270. Where an employee is engaged as an ongoing employee in the ACCC, and immediately prior to the engagement the person was employed by a State or Territory Government, the Chairperson may recognise any unused accrued personal/carer's leave, provided there is not a break in continuity of service.
271. For the purposes of clauses 265 to 270, an employee with a break in service of less than 2 months is considered to have continuity of service.

## Long service leave

272. An employee is eligible for long service leave in accordance with the Long Service Leave (Commonwealth Employees) Act 1976.
273. The minimum period for which long service leave will be granted is 7 calendar days (whether taken at full or half pay). Long service leave cannot be broken with other periods of leave, except as otherwise provided by legislation or provided for in the re-crediting of leave clause at 262 to 264 of this agreement.
274. Long service leave is to be applied for prior to the commencement of the leave period.

## Miscellaneous leave

275. The Chairperson may approve other miscellaneous leave, with or without pay, for any purpose which the Chairperson considers to be in the interests of the ACCC having regard to operational requirements. This includes employees applying for miscellaneous leave without pay, which will not count as service, where the primary purpose is to undertake other employment outside of the APS.
276. Casual employees can apply for miscellaneous leave solely for accessing paid family and domestic violence leave in accordance with clauses 372 to 388 and otherwise by Government directive.
277. Where the ACCC initiates secondments or where there are special circumstances in the interests of the ACCC, the Chairperson may determine that leave without pay will count as service.
278. In all other instances, leave without pay will not count as service unless otherwise required by legislation.
279. A period of leave granted with pay counts as service.
280. Further information on miscellaneous leave can be found in ACCC policy.

## Cultural, ceremonial and NAIDOC leave

### **NAIDOC leave**

- 281. First Nations employees may access up to 1 day of paid leave per calendar year to participate in NAIDOC week activities.
- 282. NAIDOC leave can be taken in part days.

### **First Nations ceremonial leave**

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

### **Cultural leave**

- 287. The Chairperson may grant up to 3 days of paid leave per calendar year for the purpose of attending significant religious or cultural obligations associated with the employees' particular faith or culture.
- 288. The Chairperson may approve additional leave for cultural purposes as miscellaneous leave, with or without pay.
- 289. Cultural leave can be taken as part days.
- 290. For the avoidance of doubt, this leave does not cover cultural purposes or obligations which are eligible for paid leave under clause 283.

## Parental leave

- 291. A primary caregiver, secondary caregiver and ML Act is defined in the definitions section.
- 292. An employee who is a primary caregiver or secondary caregiver is entitled to parental leave up until 24 months from the date of the child's birth or placement (parental leave period). For the avoidance of doubt, this is inclusive of all legislated leave entitlements. The parental leave period does not extend non-ongoing employment where the employment period remaining is less than 24 months. An employee is only eligible for parental leave with pay as either a primary caregiver or a secondary caregiver for the particular parental leave period, and cannot switch roles for the purpose of accessing additional paid leave.
- 293. For the pregnant employee, the parental leave period starts on commencement of maternity leave as per ML Act requirements, and ceases 24 months from the date of



birth. Medical certification requirements for the pregnant employee will be as required by the ML Act.

294. Conditions in this agreement will continue to apply in circumstances where successor legislation to the ML Act does not provide parental leave conditions included in this agreement.

## Payment during parental leave

295. An employee is entitled to parental leave with pay as per clauses 297 and 298 below within the parental leave period. Any further parental leave during the parental leave period is without pay. Unused paid parental leave remaining at the end of the employee’s parental leave period will lapse. An employee may choose to use their accrued paid leave entitlements in accordance with usage and eligibility requirements in this agreement during the parental leave period that would otherwise be without pay.
296. Employees newly engaged in the agency or who have moved to the ACCC from another APS agency are eligible for the paid parental leave in clauses 297 and 298 where such paid leave had not already been provided by another APS agency or Commonwealth employer in the 24 months since the child’s date of birth or placement. If the paid leave used by the employee with the previous Commonwealth employer or APS agency is less than the limits specified in clauses 297 and 298, the balance is available to the employee.
297. An employee who is a primary caregiver is entitled to parental leave with pay during the parental leave period to a maximum of 18 weeks as provided in Table 1 below.

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

<b>Paid leave entitlement under the ML Act</b>	<b>Additional parental leave with pay under this agreement for the primary caregiver</b>
12 weeks’ paid maternity leave, including any reduced paid maternity leave period due to ML Act qualifying period rules	Paid leave to bring the total period of paid parental leave to 18 weeks
No ML Act eligibility or coverage	18 weeks

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

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

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

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

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

## Adoption and long-term foster care

302. An employee who is a primary caregiver or secondary caregiver is entitled to parental leave in accordance with this agreement for adoption or long-term foster care, provided that the child:
- 302.1 is under 16 as at the day (or expected day) of placement
  - 302.2 has not lived continuously with the employee for a period of 6 months or more as at the day (or expected day) of placement and
  - 302.3 is not (otherwise than because of the adoption) a child of the employee or the employee's spouse or de facto partner.
303. Documentary evidence of approval for adoption or enduring parental responsibilities under formal fostering arrangements must be submitted when applying for parental leave for adoption or long-term foster carer purposes.

## Stillbirth

304. Parents of a stillborn child remain eligible for parental leave, except for paid leave for the secondary caregiver which is 2 weeks.
305. A stillborn child is a child:
- 305.1 who weighs at least 400 grams at delivery or whose period of gestation was 20 weeks or more and
  - 305.2 who has not breathed since delivery and

305.3 whose heart has not beaten since delivery.

## **Pregnancy loss leave**

306. A pregnant employee who experiences or an employee whose spouse or partner experiences, pregnancy loss is entitled to 1 working week of paid leave. Pregnancy loss is a miscarriage or other loss of pregnancy that occurs between 12 and 20 weeks gestation that is not a stillbirth.
307. Pregnancy loss leave is in addition to entitlements to compassionate leave for miscarriage provided under the FW Act and this agreement.

## **Premature birth leave**

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

## **Transitional provisions**

309. Employees eligible for paid leave under the ML Act are required under legislation to use their paid maternity leave first. In this circumstance, the employee may postpone their paid premature birth leave otherwise payable under clause 308 until after the legislated paid maternity leave is used.

## **Compassionate leave**

310. Employees will be eligible for 3 days paid compassionate leave on each occasion when:
- 310.1 a member of their family (including a member of their household) or someone they have a close personal relationship with contracts, develops or sustains a life-threatening illness or injury or
  - 310.2 the employee or their partner has a miscarriage.
311. An employee may be asked to provide evidence to support their absences on compassionate leave.
312. Compassionate leave for an occasion may be taken as 3 consecutive days or in separate periods totalling 3 days. This can include part days.
313. For casual employees, compassionate leave is unpaid.
314. Compassionate leave entitlements are in addition to other leave entitlements provided for in this agreement.

## Bereavement leave

315. Employees will be eligible for 3 days paid bereavement leave on each occasion when:
  - 315.1 a member of their family (including a member of their household) or someone they had a close personal relationship with dies or
  - 315.2 a child is stillborn, where the child was a member of their family (including a member of their household).
316. An employee may be asked to provide evidence to support their absences on bereavement leave.
317. Bereavement leave for an occasion may be taken as 3 consecutive days or in separate periods totalling 3 days. This can include part days.
318. For casual employees, bereavement leave is unpaid.
319. Bereavement leave entitlements are in addition to other leave entitlements provided for in this agreement.

## Sabbatical leave

320. The ACCC may approve sabbatical leave for an ongoing employee as follows:
  - 320.1 up to 6 months where the employee has completed 3 years of continuous service with the ACCC or
  - 320.2 up to 12 months where the employee has completed 5 years of continuous service with the ACCC.
321. In deciding whether to approve an application for sabbatical leave, there will be an assumption in favour of granting the application. The ACCC will take into account the stated interests of the employee and determine whether approving the leave would be contrary to the interests of the ACCC, having regard to its operational requirements during the proposed sabbatical leave period.
322. The primary purpose of sabbatical leave is recreational. Any paid employment undertaken by the employee is to be incidental to that purpose and this employment or any other activities undertaken during sabbatical leave cannot give rise to any real or apparent conflicts of interest in connection with the ACCC or their APS employment more generally.
323. An employee may not work for the APS or any other employer during the period of sabbatical leave unless it is casual work that the employee is undertaking during their period of sabbatical leave.
324. If an application for leave is declined, the Chairperson will provide the employee with written reasons within 21 days from the date of the application detailing why the request was not granted.
325. If the reason for declining leave is the operational requirements of the ACCC, the written notice must set out the minimum advance notice that the employee would need to give for the sabbatical leave to be approved, which would reflect the period required for the ACCC to address the operational requirement.

326. An employee whose sabbatical leave application is approved will be allowed to purchase up to 10 weeks per year for the 2 years prior to the approved sabbatical leave commencement date, up to a maximum purchase of 20 weeks.
327. Should an employee cease employment with the ACCC or otherwise leave the sabbatical leave scheme, the ACCC will pay the employee the balance of any leave purchased during the 2 years prior to the approved sabbatical leave commencement date.
328. If an employee takes sabbatical leave after a period of continuous service with the ACCC/AER and wishes to take another period, then the calculation of the eligibility period of continuous service would recommence from zero on their return from sabbatical leave.
329. Paid periods of sabbatical leave will count as service for all purposes. Unpaid periods of sabbatical leave will not count as service when calculating accumulated entitlements but will not break an employee's period of continuous service.
330. Further information about the application and approval process are contained in ACCC policy.

## Emergency response leave

331. In line with section 108 of the FW Act, an employee who engages in an eligible community service activity is entitled to emergency response leave to volunteer for emergency management duties for:
  - 331.1 the time engaged in the activity
  - 331.2 reasonable travelling time and
  - 331.3 reasonable recovery time.
332. Full-time and part-time employees will be able to access 20 working days of paid emergency response leave at full rate of pay per year if required. The Chairperson may provide additional emergency response leave with pay.
  - 332.1 For the purposes of this clause, full rate of pay is to be as if the employee was at work.
333. Paid leave may be refused where the employee's role is essential to the ACCC's response to the emergency.
334. An employee must provide evidence that the organisation requests their services. Employees can provide evidence before or as soon as practical after their emergency service activity.
335. The Chairperson may approve reasonable paid or unpaid leave for ceremonial duties and training.
336. Emergency response leave, with or without pay, will count as service.

## Jury duty

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

## Defence reservist leave

342. The Chairperson will give an employee leave with or without pay to undertake:
  - 342.1 Australian Defence Force (ADF) Reserve and continuous full-time service (CFTS) and
  - 342.2 Australian Defence Force Cadet obligations.
343. An employee who is a Defence Reservist can take leave with pay for:
  - 343.1 up to 4 weeks (20 days) in each financial year and
  - 343.2 an extra 2 weeks (10 days) in the first year of ADF Reserve service.
344. Leave can be built up and taken over 2 consecutive years. This includes the extra 2 weeks in the first year of service.
345. An employee who is an Australian Defence Force Cadet officer or instructor can get paid leave up to 3 weeks in each financial year to perform their duties. Australian Defence Force Cadets means:
  - 345.1 Australian Navy Cadets
  - 345.2 Australian Army Cadets and
  - 345.3 Australian Air Force Cadets.
346. In addition to the entitlement at clause 343, paid leave may be granted to an employee to attend an interview or medical examination in connection with the enlistment of the employee in a Reserve Force of the Defence Force.
347. Paid defence reservist leave counts for service.
348. Unpaid defence reservist leave for 6 months or less counts as service for all purposes. This includes periods of CFTS.

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

## Defence service sick leave

- 351. An employee is eligible for defence service sick leave credits when the Department of Veterans Affairs (DVA) has certified that an employee's medical condition is as a result of either:
  - 351.1 warlike service or
  - 351.2 non-warlike service.
- 352. An eligible employee can get 2 types of credits:
  - 352.1 an initial credit of 9 weeks (45 days) defence service sick leave (pro-rata for part-time employees) will apply as at the following dates, whichever is later:
    - 352.1.1 they start employment with the APS or
    - 352.1.2 DVA certifies the condition and
  - 352.2 an annual credit of 3 weeks (15 days) defence service sick leave (pro-rata for part-time employees).
- 353. An employee can use their defence service sick leave when a recognised medical practitioner provides a certificate that says they were away due to their DVA certified medical condition.
- 354. Unused annual credits can be built up to 9 weeks.
- 355. An employee cannot use annual credits until the initial credit is exhausted.
- 356. Defence service sick leave is paid and counts as service for all purposes.

## Leave to attend proceedings

- 357. An employee giving evidence before a Court, Tribunal or Royal Commission on behalf of the Commonwealth or a Commonwealth party in the course of their duties, will be considered on duty.
- 358. An employee who is not covered under clause 357, and is required to give evidence to, appear before or attend to instruct a representative at a Court, Tribunal or Royal Commission in relation to their duties will be released from duty without loss of pay. This includes in proceedings relating to a dispute between the employee and the ACCC.
- 359. An employee may otherwise be granted paid or unpaid miscellaneous leave by the Chairperson if required to give evidence to a Court, Tribunal or Royal Commission for any other reason. Where approval for unpaid leave is given, the employee may elect to use accrued annual leave, flex leave or time off in lieu.

360. The Chairperson may refuse to release an employee from duty having regard to business requirements and whether the employee's attendance is necessary for the Court, Tribunal or Royal Commission hearing.

## Unauthorised absence

361. Where an employee is absent from duty without approval, all payments made to the employee, including salary, will cease to be available until the employee resumes duty or is granted leave.



# Section 7: Employee support and workplace culture

## Blood donation

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

## Vaccinations

- 364. The ACCC will offer annual influenza vaccinations to all employees at no cost.
- 365. Where the ACCC requires an employee performing a role to be vaccinated for a particular condition, this vaccination will be offered at no expense to the employee.

## Employee Assistance Program (EAP)

- 366. Employees and their immediate family will have access to a confidential, professional counselling service to assist employees to manage personal and work issues. This service will be provided at no cost to employees by the ACCC and will be accessible on paid time.

## Respect at work

### Principles

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

### Consultation

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

## Discrimination free workplace

370. To support a work environment free from discrimination and harassment at the ACCC, management and employees are responsible for ensuring that they are aware of what constitutes discrimination, bullying and harassment and for taking all reasonable steps to prevent and eliminate unlawful discrimination.
371. For information about behaviour at work employees should refer to ACCC policy.

## Family and domestic violence support

372. The ACCC will provide support for employees affected by family and domestic violence, depending on the employee's circumstances.
373. The ACCC recognises that a holistic approach should be taken to support the employee, appropriate for the employee's individual circumstances.
374. Family and domestic violence support, including paid leave, are available to all employees covered by this agreement.
375. An employee experiencing family and domestic violence is able to access paid miscellaneous leave. Reasons an employee experiencing family and domestic violence may access this leave include, but are not limited to:
- 375.1 illness or injury affecting the employee resulting from family and domestic violence
  - 375.2 providing care or support to a family member (including a household member) who is also experiencing family and domestic violence, and is ill or injured as a result of family and domestic violence
  - 375.3 providing care or support to a family member (including a household member) who is also experiencing family and domestic violence, and is affected by an unexpected emergency as a result of family and domestic violence
  - 375.4 making arrangements for the employee's safety, or the safety of a close relative
  - 375.5 accessing alternative accommodation
  - 375.6 accessing police services
  - 375.7 attending court hearings
  - 375.8 attending counselling and
  - 375.9 attending appointments with medical, financial or legal professionals.
376. This entitlement exists in addition to an employee's existing leave entitlements and may be taken as consecutive days, single days or part days and will count as service for all purposes.
377. Given the emergency context in which leave may need to be accessed, employees can proceed to take the leave and seek approval at a later date, as soon as practicable.
378. These family and domestic violence support clauses do not reduce an employee's entitlement to family and domestic violence leave under the NES.

379. Paid miscellaneous leave available under this clause is paid for ongoing and non-ongoing employees at their full rate as if they were at work.
380. Paid leave for casual employees under this clause is paid at their full pay rate for the hours they were rostered to work in the period they took leave.
381. Evidence may be requested to support the ACCC in approving leave. In most cases, this will not be required. Where it is required, this will be discussed with the employee and a statutory declaration is the only form of evidence the ACCC will require, unless the employee chooses to provide another form of evidence.
382. An employee may also choose to provide other forms of evidence, including a medical certificate, or document issued by the Police Service, a Court, a Doctor, District Nurse, a Family Violence Support Service or Lawyer.
383. The ACCC will take all reasonable measures to treat information relating to family and domestic violence confidentially. The ACCC will adopt a 'needs to know' approach regarding communication of an employee's experience of family and domestic violence, subject to steps the ACCC may need to take to ensure the safety of the employee, other employees or persons, or mandatory reporting requirements.
384. Where the ACCC needs to disclose confidential information for purposes identified in clause 383, where it is possible the ACCC will seek the employee's consent and take practical steps to minimise any associated safety risks for the employee and/or privacy breaches.
385. The ACCC will not store or include information on the employee's payslip in relation to the employee's experience of family and domestic violence; any leave accessed for the purposes of family and domestic violence; or support(s) provided by the employer, unless otherwise required by legislation.
386. Other available support may include, but is not limited to, flexible working arrangements, additional access to EAP, changes to their span of hours or pattern of hours and/or shift patterns and/or location of work where reasonably practicable.
387. The ACCC will acknowledge and take into account an employee's experience of family and domestic violence if an employee's attendance or performance at work is affected.
388. Further information about leave and other support available to employees affected by family and domestic violence may be found in policy.

## Integrity in the APS

389. The ACCC understands that procedural fairness is essential in building and maintaining trust with APS employees, and that it requires fair and impartial processes for employees affected by APS-wide or ACCC decisions.
390. Employees are to give advice that is frank, honest, timely and based on the best available evidence. This includes scientific and engineering advice based on evidence-based facts guided by the best available science and data. Employees will not be disadvantaged or discriminated against because they have given advice in accordance with their expertise or professional qualifications and in accordance with the APS Code of Conduct in the PS Act.

391. Employees can, during their ordinary work hours, take time to:
- 391.1 access an APS-wide ethics advisory service or another similar service provided by a professional association such as a law society or in the agency and
  - 391.2 attend ACCC mandated training about integrity.

## First Nations cultural competency training

392. The Chairperson will take reasonable steps to ensure all substantive, ongoing EL2 employees employed at the commencement of this agreement or any new substantive, ongoing EL2 employees who commence within the first 6 months of this agreement will complete relevant First Nations cultural competency training within 12 months of the commencement of the agreement.
393. Any new substantive, ongoing EL2 employee who commences after 6 months of the commencement of this agreement will be required to complete a relevant First Nations cultural competency training course within 6 months of their engagement or promotion.

## Lactation and breastfeeding support

394. Reasonable paid time during work hours will be provided for lactation breaks for breastfeeding, expressing milk and other associated activities.
395. The ACCC will provide access to appropriate facilities for the purpose of breastfeeding or expressing milk, subject to clause 396. In considering whether a space is appropriate, an agency should consider whether:
- 395.1 there is access to refrigeration
  - 395.2 the space is lockable and
  - 395.3 there are facilities needed for expressing, such as appropriate seating.
396. Where it is not practicable for an ACCC site to have a designated space, a flexible approach will be taken so that the employee can access the support required.
397. The ACCC will facilitate discussion between individual employees and their managers about accommodating the employee's lactation needs and practical arrangements to meet these needs.
398. The manager and employee shall discuss any flexible working arrangements that may be needed to support lactation. This may include consideration of arrangements such as working from home and/or remote working or varying work hours on an ad-hoc or regular basis. Wherever possible, requests by an employee will be accommodated, noting these needs may be changed over time.
399. Further information is available in ACCC policy.

## Disaster support

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

# Section 8: Performance and development

## Performance management

### Probation

- 403. An offer of engagement for an employee is conditional on satisfactory completion of a probationary period of 6 months.
- 404. The Chairperson has the discretion to extend the period of probation by up to an additional period of 6 months (12 months in total) where the employee has been provided with at least 2 weeks written notice of the extension.
- 405. During the probationary period, an employee is not subject to either of the following sections of this Agreement:
  - 405.1 managing unsatisfactory performance (clauses 412 to 420)
  - 405.2 excess employees (Attachment C).

### Performance management

- 406. Performance management consists of performance feedback, performance development and performance appraisal.
- 407. Each year the manager and employee will agree on an annual performance plan which includes goals relating to work (such as key deliverables and performance measures), self (such as expected workplace behaviours and development requirements) and team.
- 408. Throughout the year, the manager and employee will have formal and informal discussions about performance generally and in relation to clause 409 that occurs as early as practical after the performance. These discussions collectively form the performance review.
- 409. Performance appraisal includes assessment of achievements through the performance review, incremental advancement and the management of unsatisfactory performance.
- 410. More detailed information about individual performance management can be found in ACCC policy.
- 411. For ongoing employees, managing unsatisfactory performance will occur consistent with clauses 412 to 420.

# Managing unsatisfactory performance

## Informal performance management process

412. The management of unsatisfactory performance will commence with an informal performance management process. The employee will be given an opportunity to:
  - 412.1 discuss the aspects of their performance considered as not meeting the acceptable standards of performance for their role
  - 412.2 provide a response
  - 412.3 discuss with their manager the required acceptable standards of performance and
  - 412.4 agree on an action plan.
413. The period of informal performance management will be no less than 4 weeks.

## Formal performance management process

414. If unsatisfactory performance continues, with agreement of the Chairperson, the manager may commence the formal management process by issuing a written warning notice. Further information about the contents of the written warning notice is contained in ACCC policy.
415. Following issue of the notice and before the formal assessment process begins, the manager and employee must develop a formal performance management plan to address the performance issues detailed in the written notice. If the manager and the employee are unable to agree on a formal performance management plan within 2 weeks of the notice, the plan will be determined by the Chairperson.
416. The formal performance management process consists of an assessment period, the duration of which will be at least 4 weeks as defined in the warning notice. During this period, the manager or an independent assessor will assess the employee's performance at least on a fortnightly basis and prepare a written progress report on the employee's performance.
417. The employee must be given the opportunity to provide comments on each report.
418. If the employee has met the required standard of performance by the end of the formal performance management process, no further action will be taken.
419. If the employee's performance fails to meet the required standard by the end of the formal performance management program, the employee will be asked to show cause within 7 days as to why further action should not be taken against them.
420. Further action includes one or more of the following:
  - 420.1 assignment of more suitable duties
  - 420.2 removal of individual flexibility arrangement
  - 420.3 reduction in classification

- 420.4 termination of employment on the grounds of unsatisfactory performance of duties.

## Reduction

421. In circumstances where an employee's classification is reduced by the Chairperson, their new salary will be determined by the Delegate.

### Reduction in classification

422. A notice of reduction takes effect after one month unless the employee lodges an appeal.
423. If an employee is reduced in classification without consent, the employee may lodge an appeal to the Chairperson within 14 days of the notice of reduction on one or both of the following grounds:
- 423.1 they met the required standard of performance; or
  - 423.2 there was a serious defect in the application of the above procedure.
424. The Chairperson will consider the matter and decide to confirm or revoke the notice of reduction in classification within 4 weeks from the date the appeal was lodged. If the appeal is successful, the notice of reduction in classification is revoked without detriment to the employee.
425. Where an employee lodges an appeal and the Chairperson's decision is upheld, the reduction takes effect one month after the notice was issued. During the course of an appeal, the employee will remain in their current job.

### Termination

426. If, after being given opportunity to show cause under clause 419, an employee is terminated on the grounds of unsatisfactory performance, the notice of termination will take effect:
- 426.1 14 days after the day on which the notice is given, or after the expiration of the minimum period of notice required under the FW Act, whichever is the later, or
  - 426.2 after payment in lieu of notice of the amount required under the FW Act.
427. Further information about the management of unsatisfactory performance can be found in ACCC policy.

### Temporary transfer

428. If an employee commences a temporary work placement with another agency after the issue of a written warning but before the specified period has concluded, upon their return the process will continue from the point it was at when the employee left.



## Leave

- 429. Requests for annual leave, purchased leave, sabbatical leave or long service leave may be approved, but will not extend the assessment period unless this is agreed with the Chairperson or unless the leave had been approved before the written warning notice.
- 430. The Chairperson may extend the assessment period for time taken on personal / carers leave if satisfactory evidence is provided. The total aggregated period of extension cannot exceed 2 weeks unless the Chairperson determines otherwise. A medical certificate or other evidence will be required for absences due to personal/carers leave of more than 3 days or for any days where there have been more than 8 days personal/carers leave without evidence in a calendar year.

## Workloads

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

## Study assistance scheme

- 434. Where a manager and an ongoing employee agree that formal study through an accredited institution is appropriate, the employee may apply for assistance in the form of leave or financial assistance.
- 435. Further information about the studies assistance scheme can be found in ACCC policy.

## Learning and development

- 436. Employees and managers are jointly responsible for identifying professional development needs and opportunities.
- 437. Subject to manager approval, operational requirements and available resources, employees will have access to learning and development opportunities that align with ACCC priorities, individual and team development needs.
- 438. A plan for employees' learning and development should be included in their annual performance plan and will be discussed as part of the performance plan discussions as outlined in the performance management policy.
- 439. Further information about learning and development can be found in the learning and development framework.

440. The ACCC will reimburse an employee for the reasonable cost of a professional membership, accreditation or registration, including required maintenance, where the Chairperson determines that the membership, accreditation or registration is a necessary requirement of the employee's role or is relevant to the ACCC's priorities. Further information about professional membership, accreditation or registration can be found in ACCC policy.

# Section 9: Travel and location-based conditions

## Travel

441. While travelling for business purposes, employee's may be entitled to the following:

- 441.1 Travel allowance paid in accordance with clauses 100 to 102 of this agreement
- 441.2 Part-day travel meal allowance in accordance with clauses 97 to 100 of this agreement
- 441.3 For APS level employees: Flex in accordance with clause 151 of this agreement
- 441.4 For EL level employees: TOIL in accordance with ACCC Policy.

## Relocation assistance

442. Where an APS employee is required to relocate at the request of the ACCC (such as a promotion), the employee will be provided with financial relocation assistance. Employees who relocate on a temporary basis to take up higher duties are entitled to removal expenses if they relocate for a period of 13 weeks or more.

443. Where an employee is required to relocate on engagement with the ACCC, the employee will be provided with financial relocation assistance.

444. Reasonable expenses associated with the relocation include:

- 444.1 the cost of transport of the employee, their dependents and partner by the most economical means
- 444.2 removal expenses, namely the reimbursement of reasonable incurred costs of the removal of furniture and household effects of the employee, dependants and partner
- 444.3 the reimbursement of the cost of the insurance premium based on a reasonable replacement value and
- 444.4 the reasonably incurred expenses in kennelling and transport of pets, up to the amount specified in the APS Award.

445. Additional relocation assistance will be at the Chairperson's discretion.

# Section 10: Consultation, representation and dispute resolution

## Consultation

### Principles

446. Genuine and effective consultation with employees and the relevant union(s), taking into account the diverse needs of employees, fosters a positive and inclusive workplace, enabling the views of employees to be considered.
447. The ACCC recognises:
- 447.1 the importance of inclusive and respectful consultative arrangements
  - 447.2 employees and the relevant union(s) should have a genuine opportunity to influence decisions
  - 447.3 the nature and extent of consultation will vary depending on the proposed change and the likely impact on employees. Consultation on agency policies may occur over at least 2 weeks, whereas a major change is likely to require a more extensive consultation process
  - 447.4 consultation with employees and relevant unions(s) on workplace matters that significantly affect or materially impact them is sound management practice and
  - 447.5 the benefits of employee and union involvement and the right of employees to be represented by their union.
448. Genuine and effective consultation involves:
- 448.1 providing employees and the relevant union(s) with a genuine opportunity to influence the decision prior to a decision being made
  - 448.2 providing all relevant information to employees and the relevant union(s) in a timely manner to support consideration of the issues
  - 448.3 considering feedback from employees and the relevant union(s) in the decision-making process and
  - 448.4 advising employees and the relevant union(s) of the outcome of the process, including how their feedback was considered in the decision-making process.

### When consultation is required

449. Consultation is required in relation to:

- 449.1 changes to work practices which materially alter how an employee carries out their work
  - 449.2 changes to or the introduction of policies or guidelines relevant to workplace matters (unless the changes are minor or procedural)
  - 449.3 major change that is likely to have a significant effect on employees
  - 449.4 implementation of decisions that significantly affect employees
  - 449.5 changes to employees' regular roster or ordinary hours of work (subject to any other relevant provisions in this agreement) and
  - 449.6 other workplace matters that are likely to significantly or materially impact employees.
450. The ACCC, employees and the relevant union(s) recognise that consultation prior to a decision may not be practicable where a decision is made by Government or is required due to matters beyond the reasonable control of the agency. In these circumstances, consultation regarding the implementation of the decision will occur as early as is reasonably practicable.

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

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

## **Representation**

452. Employees may appoint a representative for the purposes of the procedures in this clause. A representative for the purpose of this clause may be a union representative.
453. The ACCC must recognise the representative if:
- 453.1 a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation and
  - 453.2 the employee or employees advise the employer of the identity of the representative.

## **Major change**

454. In this clause, a major change is **likely to have a significant effect on employees** if it results in, for example:
- 454.1 the termination of the employment of employees or

- 454.2 major change to the composition, operation or size of the employer's workforce or to the skills required of employees or
  - 454.3 the elimination or diminution of job opportunities (including opportunities for promotion or tenure) or
  - 454.4 the alteration of hours of work or
  - 454.5 the need to retrain employees or
  - 454.6 the need to relocate employees to another workplace or
  - 454.7 the restructuring of jobs.
455. The following additional consultation requirements in clauses 456 to 462 apply to a proposal to introduce a major change referred to in clause 449.3.
456. Consultation with employees and the relevant union(s) and/or recognised representatives will occur prior to a decision being made, subject to clause 450.
457. Where practicable, an ACCC change manager or a primary point of contact will be appointed and their details provided to employees and the relevant union(s) and/or their recognised representatives.
458. The ACCC must notify employees and relevant union(s) and/or recognised representatives of the proposal to introduce the major change as soon as practicable.
459. As soon as practicable after proposing the change, or notifying of the change in circumstances described at clause 450, the ACCC must:
- 459.1 discuss with affected employees and relevant union(s) and/or other recognised representatives:
    - 459.1.1 the proposed change
    - 459.1.2 the effect the proposed change is likely to have on the employees and
    - 459.1.3 proposed measures to avert or mitigate the adverse effect of the proposed change on the employees and
  - 459.2 for the purposes of the discussion – provide, in writing, to employees and the relevant union(s) and/or other recognised representatives:
    - 459.2.1 all relevant information about the proposed change, including the nature of the change proposed and
    - 459.2.2 information about the expected effects of the proposed change on the employees and
    - 459.2.3 any other matters likely to affect the employees.
460. The ACCC must give prompt and genuine consideration to matters raised about the major change by employees and the relevant union(s) and/or other recognised representatives.

461. However, the ACCC is not required to disclose confidential or commercially sensitive information to employees and the relevant union(s) and/or other recognised representatives.
462. 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 ACCC, the requirements set out in clauses 456 to 460 are taken not to apply.

## **Change to regular roster or ordinary hours of work**

463. The following additional consultation requirements in clause 464 to 466 apply to a proposal to introduce a change referred to in clause 449.5.
464. The ACCC must notify affected employees and the relevant union(s) and/or other recognised representatives of the proposed change.
465. As soon as practicable after proposing to introduce the change, the ACCC must:
- 465.1 discuss with employees and the relevant union(s) and/or other recognised representatives:
    - 465.1.1 the proposed introduction of the change and
  - 465.2 for the purposes of the discussion – provide to the employees and relevant union(s) and/or other recognised representatives:
    - 465.2.1 all relevant information about the proposed change, including the nature of the proposed change and
    - 465.2.2 information about what the employer reasonably believes will be the effects of the proposed change on the employees and
    - 465.2.3 information about any other matters that the employer reasonably believes are likely to affect the employees and
  - 465.3 invite employees and the relevant union(s) and/or other recognised representatives to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities). However, the ACCC is not required to disclose confidential or commercially sensitive information to the relevant employees and the relevant union(s) and/or other recognised representatives.
466. The ACCC must give prompt and genuine consideration to matters raised about the proposed change by the employees and the relevant union(s) and/or other recognised representatives.

## **Interaction with emergency management activities**

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

## ACCC consultative committee

468. To provide ACCC management with effective input from employees, the ACCC will establish an Employee Council. Without limiting its freedom to make business decisions, the ACCC will consult with the Employee Council about employment and workplace relations matters including matters associated with the implementation and operation of this agreement.
469. The ACCC consultative committee (otherwise known as the Employee Council) will meet at least quarterly to discuss relevant workplace matters. At least one meeting each year will be convened as a face-to-face meeting.
470. The consultative committee will operate subject to the Employee Council Terms of Reference for the term of this agreement.
471. The composition of the Employee Council will be as agreed between the ACCC and the Employee Council members. Unless otherwise agreed, the Employee Council will comprise 3 SES and up to 14 non-SES members.
472. Any change to Employee council Terms of Reference will be subject to consultation with the Employee Council.
473. Representation on the consultative committee will be in accordance with the Employee Council Terms of Reference.
474. The ACCC may undertake broader consultation with employees outside the consultative committee.

## APS consultative committee

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

## Dispute resolution

476. If a dispute relates to:
  - 476.1 a matter arising under the agreement or
  - 476.2 the National Employment Standardsthis term sets out procedures to settle the dispute.
477. An employee or union who is covered by this agreement may initiate and/or be a party to a dispute under this term.
478. An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term. Representatives will be recognised and dealt with in good faith.
479. Parties to the dispute must attempt to resolve the dispute at the workplace level, by discussion between the employee or employees and relevant managers. Parties to the



dispute will notify higher level managers to assist in the resolution of the dispute. Parties will give genuine consideration to proposals to resolve the dispute.

480. If a dispute about a matter arising under this agreement is unable to be resolved at the workplace level, and all appropriate steps under clause 479 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.

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

481.1 the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation and

481.2 if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:

481.2.1 arbitrate the dispute and

481.2.2 make a determination that is binding on the parties.

*Note: If the Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the FW Act. A decision that the Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the FW Act. Therefore, an appeal may be made against the decision.*

482. While the parties are attempting to resolve the dispute using the procedures in this term:

482.1 an employee must continue to perform their work as they would normally in accordance with established custom and practice at the ACCC that existed immediately prior to the dispute arising unless they have a reasonable concern about an imminent risk to their health or safety and

482.2 subject to clause 482.1, an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:

482.2.1 the work is not safe or

482.2.2 applicable work health and safety legislation would not permit the work to be performed or

482.2.3 the work is not appropriate for the employee to perform or

482.2.4 there are other reasonable grounds for the employee to refuse to comply with the direction.

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

484. Any disputes arising under the Australian Competition and Consumer Commission Enterprise Agreement 2016-2019 or the National Employment Standards that were formally notified under clauses 283 to 286 of the Australian Competition and Consumer Commission Enterprise Agreement 2016-2019 before the commencement of this agreement, that remain unresolved at the date of commencement of this agreement, will be progressed under the dispute resolution procedures in this agreement.

## Leave of absence to attend proceedings

485. Where the provisions of clauses 476 to 480 have been complied with, and to assist in the resolution of the matter, the employee, and/or the union delegate or other employee representative referred to in clause 477, or employee required to provide evidence, will be granted paid time to attend dispute resolution processes and proceedings in the Fair Work Commission arising from referral of the matter in clause 480.

## Delegates' rights

486. Union delegates play an important and legitimate role in the workplace. This includes representing their members and supporting employee access to union officials, and providing employee views to the agency.

487. The role of union delegates is to be respected and supported.

488. The ACCC and union delegates will work together respectfully and collaboratively.

## Supporting the role of union delegates

489. The ACCC respects the role of union delegates to:

489.1 provide information, consult with and seek feedback from employees in the workplace on workplace matters

489.2 consult with other delegates and union officials, and get advice and assistance from union officials

489.3 represent the interests of members to the employer and industrial tribunals; and

489.4 represent members at relevant union forums, consultative committees or bargaining.

490. The ACCC and union delegates recognise that undertaking the role of a union delegate is not the primary purpose of an employee's engagement, and must work with and not unreasonably impact their regular duties. Honorary officials may request additional time and facilities from time to time.

491. Union delegates will be provided with reasonable paid time during their ordinary working hours to perform their union delegate role. The paid time provided should not result in disruption to critical services or operational requirements.

492. To support the role of union delegates, the ACCC will, subject to legislative and operational requirements, including privacy and security requirements:

492.1 provide union delegates with reasonable access to agency facilities and resources, including for paid or unpaid meetings between employees and their unions and to communicate with union officials

492.2 advise union delegates and other union officials of the agency facilities and resources available for their use, which may include telephone, photocopying, internet, and email

- 492.3 allow reasonable official union communication appropriate to the agency from union delegates with employees, including through email, intranet pages and notice boards. This may include providing a link to a union website for employees to access union information. Any assistance in facilitating email communications does not include an agency vetoing reasonable communications
  - 492.4 provide access to new employees as part of induction and
  - 492.5 provide reasonable access to union delegates to attend appropriate paid time training in workplace relations matters, during ordinary working hours.
493. Where APS employees are elected as officials of a trade union or professional association, they are not required to seek permission from the workplace or ACCC before speaking publicly in that capacity, subject to the APS Code of Conduct and legislative requirements.

## Employee representation and support

- 494. The ACCC allows employees the right to representation and freedom of association in the workplace.
- 495. In any matter arising under this Agreement an employee may choose any person to support or represent them and the ACCC and that person will deal with each other in good faith.

# Section 11: Separation and retention

## Resignation

496. An employee may resign from their employment at the ACCC by giving the Chairperson at least 14 calendar days notice.
497. At the instigation of the Chairperson, the resignation may take effect at an earlier date within the notice period. In such cases, the employee will receive paid compensation in lieu of the notice period which is not worked.
498. The Chairperson has the discretion to agree to a shorter period of notice or waive the requirement to give notice.
499. Where the employee's date of resignation would fall on a non-business day, the effective date of the resignation will be the last business day prior to that non-business day.

## Payment on death of an employee

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

## Redeployment, retraining, redundancy

### **Excess employees**

501. The excess employee provisions are outlined in Attachment C.

### **Termination of employment**

502. Nothing in this Agreement prevents the Chairperson from terminating the employment of an employee for serious misconduct, without further notice or payment in lieu, in accordance with the FW Act, subject to compliance with the procedures established by the Chairperson for determining whether an employee has breached the APS Code of Conduct under s. 15 of the PS Act.

# Attachment A – Salaries

## ACCC broadband – general

1. The following table details the ACCC classification structure and rates of pay.

ACCC Broadband	Classification	Pay Point	As at 31 August 2023	From the latter of commencement of the agreement or 14 March 2024	From 13 March 2025	From 12 March 2026	
One	APS 1	APS1.1	51,996	54,076	56,131	58,039	
		APS1.2		56,347	58,488	60,477	
		APS1.3		58,038	60,243	62,292	
		APS1.4	57,472	59,771	62,042	64,151	
	<i>Transition point</i>						
	APS 2	APS2.1	58,842	61,196	63,521	65,681	
		APS2.2		63,950	66,380	68,637	
		APS2.3		65,868	68,371	70,696	
		APS2.4	65,250	67,860	70,439	72,834	
	<i>Transition point</i>						
	APS 3	APS3.1	67,018	69,699	72,348	74,808	
		APS3.2		72,487	75,242	77,800	
		APS3.3	72,339	75,233	78,092	80,747	
	Two	APS 4	APS4.1	74,703	77,691	80,643	83,385
			APS4.2		80,022	83,063	85,887
			APS4.3		82,423	85,555	88,464
APS4.4			81,109	84,353	87,558	90,535	
<i>Transition point</i>							
APS 5		APS5.1	83,320	86,653	89,946	93,004	
		APS5.2		89,252	92,644	95,793	
		APS5.3	88,348	91,882	95,374	98,617	
Three	APS 6	APS6.1	92,228	95,917	99,562	102,947	
		APS6.2		98,795	102,549	106,036	
		APS6.3		101,758	105,625	109,216	
		APS6.4		104,811	108,794	112,493	
		APS6.5	103,370	107,505	111,590	115,384	
Four	EL1	EL1.1	114,589	119,173	123,702	127,908	
		EL1.2		124,297	129,020	133,407	
		EL1.3		128,026	132,891	137,409	
		EL1.4	126,815	131,888	136,900	141,555	
			EL2.1	132,847	138,161	143,411	148,287

Five	EL2	EL2.2		143,964	149,435	154,515
		EL2.3		148,293	153,928	159,162
		EL2.4		152,731	158,535	163,925
		EL2.5		157,313	163,291	168,843
		EL2.6	155,684	161,911	168,064	173,778

## Internal Lawyer broadband

2. The following table details the Internal Lawyer classification structure and rates of pay.

Lawyer Broadband	Classification	Pay Point	As at 31 August 2023	From the latter of commencement of the agreement or 14 March 2024	From 13 March 2025	From 12 March 2026	
One	APS3	APSL3.1	72,339	75,233	78,092	80,747	
	APS4	APSL4.1	74,703	77,691	80,643	83,385	
		APSL4.2		80,022	83,063	85,887	
		APSL4.3		82,423	85,555	88,464	
		APSL4.4	81,109	84,353	87,558	90,535	
	APS5	APSL5.1	88,348	91,882	95,374	98,616	
	<i>Transition point</i>						
	APS6	APSL6.1	92,228	95,917	99,562	102,947	
		APSL6.2		98,795	102,549	106,036	
		APSL6.3		101,758	105,625	109,216	
		APSL6.4		104,811	108,794	112,493	
		APSL6.5	103,370	107,505	111,590	115,384	
	<i>Transition point</i>						
	EL 1	ELL1.1	114,589	119,173	123,702	127,907	
		ELL1.2		124,154	128,872	133,253	
		ELL1.3		127,879	132,738	137,252	
		ELL1.4		131,715	136,720	141,369	
		ELL1.5		135,667	140,822	145,610	
		ELL1.6		139,737	145,047	149,979	
		ELL1.7		143,929	149,398	154,478	
		ELL1.8	142,545	148,247	153,880	159,112	
	Two	EL 2	ELL2.1	150,640	156,666	162,619	168,148
			ELL2.2		161,366	167,498	173,192
ELL2.3			159,669	166,055	172,365	178,224	

### Graduate APS Payscale

3. The following table details the classification structure and rates of pay for Graduate APS.

Graduate APS	Classification	Pay Point	As at 31 August 2023	From the latter of commencement of the agreement or 14 March 2024	From 13 March 2025	From 12 March 2026
One	Graduate APS	GAPS A	65,250	71,515	74,233	76,757
		GAPS B	74,703	77,691	80,643	83,385
		GAPS C	83,320	86,653	89,946	93,004

### IAGDP broadband

4. The following table details the classification structure and rates of pay for employees participating in the IAGDP.

IAGDP Broadband	Classification	Pay Point	As at 31 August 2023	From the latter of commencement of the agreement or 14 March 2024	From 13 March 2025	From 12 March 2026
IAGDP 1	APS3	Fixed	67,018	69,699	72,348	74,808
IAGDP 2	APS4	Fixed	74,703	77,691	80,643	83,385



# Attachment B – Supported Wage System

1. This schedule defines the condition which will apply to employees because of the effects of a disability and who are eligible for a supported wage under the terms of this agreement.

## Definitions

2. In this schedule:

**Approved assessor** means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system.

**Assessment instrument** means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system.

**Disability Support Pension** means the Commonwealth Government pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991* (Cth), as amended from time to time, or any successor to that scheme.

**Relevant minimum wage** means the minimum wage prescribed in this agreement for the class of work for which an employee is engaged.

**Supported Wage System (SWS)** means the Commonwealth Government system to promote employment for people who cannot work at full agreement wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the JobAccess website ([www.jobaccess.gov.au](http://www.jobaccess.gov.au)).

**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.

## Eligibility criteria

3. Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the classification 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.
4. The schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this agreement relating to the rehabilitation of employees who are injured in the course of their employment.

## Supported wage rates

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

**Table 2: Applicable percentage of relevant minimum wage paid to applicable employees**

Assessed capacity	Percentage of agreement rate
10 per cent	10 per cent
20 per cent	20 per cent
30 per cent	30 per cent
40 per cent	40 per cent
50 per cent	50 per cent
60 per cent	60 per cent
70 per cent	70 per cent
80 per cent	80 per cent
90 per cent	90 per cent

- Provided that the minimum amount payable to an employees to whom the SWS applies is not less than the amount prescribed in the National Minimum Wage Order. Note: The minimum amount payable is reviewed every year in July.
- Where an employee's assessed capacity is 10 per cent, they must receive a high degree of assistance and support.

## Assessment of capacity

- 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 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.
- Assessment made under this schedule must be documented in a SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the FW Act.

## Lodgement of SWS wage assessment agreement

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

## Review of assessment

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 supported wage system.

## Other terms and conditions of employment

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

## Workplace adjustment

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

## Trial period

15. In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a Trial Period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding 4 weeks) may be needed.
16. During that Trial Period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
17. The minimum amount payable to the employee during the Trial Period must be no less than the current weekly rate, as determined by the Fair Work Commission.
18. Work trials should include induction or training as appropriate to the job being trialled.
19. Where the employer and employee wish to establish a continuing employment relationship following the completion of the Trial Period, a further contract of employment will be entered into based on the outcome of assessment under clause 8 and 9.

# Attachment C – Excess employees

## Meaning of excess employee

1. An employee may be an excess employee for the purposes of this attachment if at least one of the following applies:
  - 1.1 the number of employees is greater than is necessary for the efficient and economical working of the ACCC ('too many of a kind' situation)
  - 1.2 the services of an employee cannot be effectively used because of technological or other changes in work methods or changes in the nature, extent or organisation of the functions of the ACCC ('change affected' situation)
  - 1.3 the duties usually performed by the employee are to be performed in a different locality and the employee is not willing to perform the duties at the other locality and the Chairperson has determined that these provisions will apply to that employee ('change affected' situation).

## Definitions

2. Under this attachment the following definitions apply:

<b>Term</b>	<b>Definition</b>
consideration period	is a period of 2 months commencing from the time the Chairperson has invited an employee to elect for redundancy which may be extended in accordance with clause 12
salary	Includes: <ol style="list-style-type: none"><li>i. base annual salary</li><li>ii. payment for temporary performance at a higher work value if the employee was entitled to receive the payment for a continuous period of at least 1 year immediately before the employee is invited to elect for redundancy</li><li>iii. workplace responsibility allowance, where the employee was entitled to receive the allowance for a continuous period of at least 1 year immediately before the employee is invited to elect for redundancy.</li></ol>
retention period	is a period of 56 or 30 weeks depending on length of service and commencing the day after the final day of the consideration period which may be extended in accordance with clause 28
	<b>Length of service (years)      Retention period (weeks)</b>

	Where the employee has 20 years or more service or is over 45 years of age:	56
	For all other employees:	30
	If an employee is entitled to a redundancy pay under the National Employment Standards, the relevant retention period outlined above is reduced by the number of weeks redundancy pay that the employee will be entitled to under the NES on termination.	
<b>service for retention period and severance pay</b>	<ul style="list-style-type: none"> <li>▪ service at the ACCC</li> <li>▪ Government Service as defined in s.10 of the Long Service Leave (Commonwealth Employees) Act 1976</li> <li>▪ 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</li> <li>▪ service with the Australian Defence Force</li> <li>▪ APS service immediately preceding deemed resignation under repealed s.49 of the Public Service Act 1922, if the service has not previously been recognised for severance pay purposes</li> <li>▪ service in another organisation where: <ul style="list-style-type: none"> <li>(a) an employee was moved from the APS to give effect to an administrative re-arrangement;</li> <li>(b) an employee of that organisation is engaged as an APS employee as a result of an administrative arrangement and such service is recognised for long service leave purposes.</li> </ul> <p style="margin-left: 40px;">For earlier periods of service to count, there must be no breaks between the periods of service except where:</p> <ul style="list-style-type: none"> <li>▪ the break in service is less than one month and occurs where an offer of employment with the new employer was made and accepted by the employee before ceasing employment with the preceding employer</li> <li>▪ the earlier period of service was with the APS and ceased because the employee was deemed to have resigned from the APS on marriage pursuant to the repealed s. 49 of the Public Service Act 1922.</li> <li>▪ Any period of service which ceased pursuant to s. 29(3) or 29(4) of the PS Act or the equivalent previous sections of the repealed Public Service Act 1922, or an equivalent provision under other Commonwealth legislation, including termination 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.</li> </ul> </li> </ul>	

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Absences from duty which do not count as service will not count as service for severance pay or retention period purposes.

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## Application

3. These provisions do not apply to non-ongoing employees and employees on probation.
4. An employee may be invited to elect for redundancy under clause 12 where the employee is not fit for, and not at, work in accordance with the paragraphs below only where the Chairperson, having regard to the Commonwealth's liability, decides it is appropriate.

## Expression of interest process

5. Where the Chairperson considers the too many of a kind situation (clause 1.1) has arisen, the Chairperson will:
  - 5.1 advise affected employees in writing that this is the case
  - 5.2 explore redeployment options for excess staff both internally and through the wider APS
  - 5.3 invite affected employees, and if appropriate, other employees with whom job swaps may be possible, to express interest in redundancy on a without prejudice basis and
  - 5.4 consider any expressions of interest.
6. The Chairperson may invite an employee to elect for redundancy under clause 7 where the employee has expressed interest in redundancy. Excess employee process
7. The Chairperson may decide an employee is potentially excess where:
  - 7.1 the too many of a kind situation (clause 1.1) has not been resolved through the expression of interest process or
  - 7.2 the Chairperson has determined that an employee is change affected (clause 1.2 and 1.3).
8. When the Chairperson decides that an employee is potentially excess, the Chairperson will:

8.1 advise the employee in writing that they are excess and

8.2 invite the employee to elect for redundancy.

The invitation to elect for redundancy (invitation) must state the date of termination if the employee elects for redundancy, explain the excess employee process and provide a point of contact for questions and concerns.

9. Only one invitation will be made to an employee during each excess employee process.
10. The consideration period commences on the date the invitation is provided to the employee.
11. The consideration period may be reduced at the employee's request if:
  - 11.1 the employee advises the Chairperson that they have received all of the financial information in clause 16 and
  - 11.2 the Chairperson agrees.

When the consideration period is shortened, the employee will, on termination of employment, be paid in lieu for the period by which the consideration period was reduced.
12. The Chairperson may extend the consideration period by up to one week where the employee is absent during the consideration period on personal leave. A medical certificate must be provided for any period of personal leave. The Chairperson may extend the consideration period by up to 4 weeks where the Chairperson considers compelling reasons exist.
13. The employee must advise the Chairperson in writing before the end of the consideration period whether the employee wishes to elect for redundancy or redeployment.
14. If an employee elects for redundancy, and the Chairperson accepts that election, the Chairperson will give the employee written notice of the termination. Termination will be on the date set out in the Chairperson's invitation unless another time has been agreed between the Chairperson and the employee.
15. Where an employee is excess and does not wish to elect for redundancy, the employee may swap jobs with an employee from within the ACCC or from another APS agency who is not excess but who wishes to elect for redundancy. A job swap is subject to the Chairperson's approval and the approval of the other employee's agency head, if relevant.

## Financial information

16. When an employee is invited to elect for redundancy under clause 7.2, the Chairperson will provide the employee with an estimate of the following entitlements:
  - 16.1 the amount of severance pay
  - 16.2 pay in lieu of notice and

16.3 accrued leave entitlements.

17. The information provided in the clause above is to assist the employee to assess their options. It is not capable of giving rise to contractual obligations.
18. Where an employee is invited to elect for redundancy, they will be entitled to a maximum of \$400 for the purpose of seeking financial advice, subject to the agreement of the Chairperson.

## Career transition assistance

19. During the consideration period, the employee will be provided with career transition assistance which will include each of the following:
  - 19.1 assistance with identifying redeployment opportunities
  - 19.2 active canvassing and support for job swaps
  - 19.3 training/redeployment assistance.

## Severance pay

20. Where an employee's employment is terminated because the employee has elected for redundancy under clause 14, the employee is entitled to be paid severance pay consisting of both the following:
  - 20.1 2 weeks' salary for each completed continuous year of service
  - 20.2 a pro rata payment for completed continuous months of service since the last completed year of service.

The minimum amount of severance pay is an amount equal to 4 weeks' salary and the maximum amount payable is an amount equal to 48 weeks' salary (subject to any minimum amount the employee is entitled to under the National Employment Standards).
21. Severance pay is calculated on a pro rata basis for any period of service the employee worked part-time.
22. An employee who resigns or whose employment is terminated during, or at the end of, the retention period, is not entitled to severance pay under this Agreement.

## Redeployment

23. If the employee does not accept the invitation to elect for redundancy or does not express a preference, the employee will move into the retention period and be considered for redeployment.

## Retention period

24. During the retention period, the following will apply:



24.1 the ACCC will continue to provide and resource career transition services and support and take all reasonable steps to redeploy an excess employee to a suitable vacancy, including, where reasonable and/or possible, vacancies in another agency, including outside the APS and

24.2 an employee must take all reasonable steps to facilitate their redeployment.

## **Redeployment services**

25. During the retention period, the following will apply at the Chairperson's discretion:

25.1 an employee can access up to \$3000 for payment of external redeployment services or training opportunities that will, in the Chairperson's view, enhance the employment prospects of the employee

25.2 excess employees will be considered first, and in isolation from, and not in competition with, other applicants who are not excess for an advertised vacancy in the ACCC

25.3 suitable trial placements in another organisation including private sector organisations will be funded for up to 3 months where there is an identifiable opportunity for ongoing redeployment and no job swap arrangement is involved; an excess employee may undertake more than one trial placement

25.4 leave with full pay, where reasonable in the circumstances, to attend necessary employment interviews and where expenses to attend interviews are not met by the prospective employer, reimbursement of reasonable travel expenses.

26. If a suitable vacancy does not exist at the same level within the ACCC, the Chairperson may reassign the employee to duties at a lower classification. If this occurs, the employee will be entitled to income maintenance for the remainder of the retention period to maintain their level of salary. Where the Chairperson proposes to reduce an excess employee's classification, the employee will be given at least 1 month's notice of the reduction.

27. Where it is necessary, as a result of redeployment, for an excess employee to move the employee's household to a new locality, the employee will be entitled to reasonable relocation assistance in accordance with clause 231.

## **Personal leave during retention period**

28. The Chairperson may extend the retention period for periods of personal leave where the period is a continuous absence of 5 days or more. The retention period will not be extended for other absences except where the Chairperson considers that compelling reasons exist and the employee's ability to participate in the redeployment process has been significantly affected by the absences. The total aggregated period of extension to the retention period cannot exceed 4 weeks.

## Termination during retention period

29. Where the Chairperson determines there is insufficient productive work available for an excess employee during the retention period, the Chairperson may terminate the employment of the employee with or without the employee's agreement, before the end of the retention period, but only after consulting the employee and the employee's representative (if the employee so wishes).
30. If an excess employee consents to termination during the retention period, the Chairperson may terminate the employment of the employee before the end of the retention period.
31. Where the employment of an excess employee is terminated by the Chairperson under s. 29 of the Public Service Act during the retention period the employee will receive a payment in lieu of their salary for the remainder of the retention period.
32. The employee's date of termination when the employee is terminated during the retention period will be the date specified by the Chairperson in the notice of termination.

## Termination at the end of retention period

33. The employment of an excess employee who has not been redeployed at the end of the retention period may be terminated under s. 29 of the Public Service Act without their consent. Termination will take effect at the end of the retention period, unless the retention period is extended (clause 28).
34. In deciding whether to terminate the employment of an excess employee, the Chairperson will take account of any redeployment process that may be in progress.

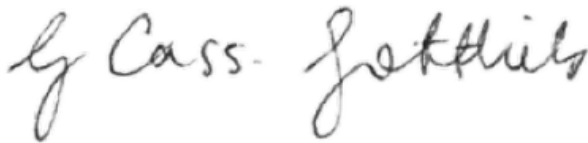
### **Notice of termination (notice period)**

35. An employee's employment is terminated under clause 14, 29, 30 or 33 by the Chairperson giving the employee a notice of termination of employment under s.29 of the Public Service Act. If the employee is at least 45 years old and has at least 5 years' continuous service, the notice period is 5 weeks; in any other case the notice period is 4 weeks.
36. The Chairperson may terminate the employment of an employee before the end of the notice period. If this occurs, the employee will receive a payment in lieu of notice. The payment will be the amount of salary which the employee would have received had the employee worked until the end of the notice period.
37. Where an employee's employment is terminated at the end of a retention period, the notice of termination will be given to the employee during the retention period to run concurrently with the retention period.

# Signatories

## Employer

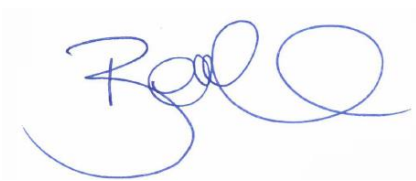
Signed for, and on behalf of, the Commonwealth of Australia as represented by the Australian Competition and Consumer Commission

A handwritten signature in black ink that reads "Gina Cass-Gottlieb". The signature is written in a cursive style with a large, looped 'G' at the beginning.

Gina Cass-Gottlieb  
Chair  
Australian Competition and Consumer Commission  
Level 27, 135 King Street, Sydney NSW 2000

## Bargaining representative: Community and Public Sector Union

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

A handwritten signature in blue ink that reads "Beth Vincent-Pietsch". The signature is written in a cursive style with a large, looped 'B' at the beginning.

Beth Vincent-Pietsch  
Deputy Secretary  
Community and Public Sector Union  
4/224 Bunda Street, Canberra ACT 2601

## Employee bargaining representatives



Daniel Dale  
Senior Analyst  
Australian Competition and Consumer Commission  
Level 25/32 Turbot St, Brisbane QLD 4000




Robert Janissen  
Assistant Director  
Australian Competition and Consumer Commission  
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Kaitlin Hanrahan  
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