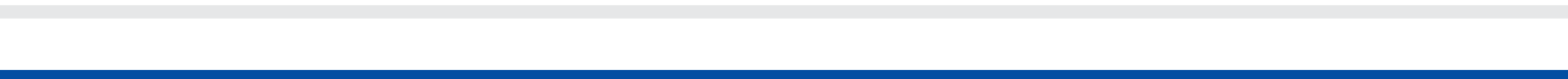




AUSTRALIAN
**CRIMINAL
INTELLIGENCE
COMMISSION**

Our people,
our future

Australian Criminal Intelligence Commission
**ENTERPRISE AGREEMENT
2016–19**



Australian Criminal Intelligence Commission
Enterprise Agreement
2016–19



Formal Agreement to the Terms and Conditions of the Australian Criminal Intelligence Commission Enterprise Agreement 2016–19 under subsection 185(2) of the *Fair Work Act 2009*.

By signing below, the Australian Criminal Intelligence Commission (the Employer) and the Community and Public Sector Union (bargaining representative for Australian Criminal Intelligence Commission employees) signify their agreement to the terms and conditions of the Australian Criminal Intelligence Commission Enterprise Agreement 2016–19, pursuant to subsection 185(2) of the *Fair Work Act 2009*.

EMPLOYER

Signed:

Full Name: Chris Dawson APM

Agency: Australian Criminal Intelligence Commission

Address: 4 National Circuit, Barton, ACT

BARGAINING REPRESENTATIVE: COMMUNITY AND PUBLIC SECTOR UNION

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

Signed:

Full Name:

Address: 40 Brisbane Ave, Barton ACT 2600

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PART A: SCOPE OF THE AGREEMENT

1. This Agreement shall be known as the Australian Criminal Intelligence Commission Enterprise Agreement 2016–19.

SCOPE OF COVERAGE

2. This Agreement is made under section 172 of the *Fair Work Act 2009* and applies to and covers:
 - a) the Chief Executive Officer (CEO) of the Australian Criminal Intelligence Commission (ACIC) on behalf of the Commonwealth of Australia;
 - b) all ACIC non-SES Employees employed under the *Public Service Act 1999*; and
 - c) all ACIC non-SES Employees employed under the *Public Service Act 1999* on higher duties in an SES classification.

OPERATION OF THE AGREEMENT

3. This Agreement will come into operation seven days after it is approved by the Fair Work Commission.
4. The nominal expiry date of this Agreement will be three years from the date it commences.
5. This Agreement is supported by ACIC policies, procedures and guidelines (as updated from time to time) that employees are expected to comply with; however these policies, procedures and guidelines do not form part of this Agreement and this Agreement will prevail over a policy, procedure or guideline, to the extent of any inconsistency.
6. Policies, procedures and guidelines which are referenced in and support the operation of this Agreement may be made or varied from time to time following consultation and will apply in the form they are in at the time of any relevant action or decision.
7. Employment with the ACIC is subject to the provisions of various Acts (including regulations, directions, rules or instruments made under those Acts) in force from time to time.

DELEGATION

8. The CEO may, in writing, delegate or authorise a person to perform any of the CEO's functions or powers under this Agreement and may do so subject to conditions.

FLEXIBILITY AGREEMENTS

9. The CEO and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - a) the arrangement deals with one or more of the following matters:
 - i. arrangements about when work is performed;
 - ii. overtime rates;
 - iii. penalty rates;
 - iv. allowances;
 - v. remuneration; and
 - vi. leave and leave loading; and
 - b) the arrangement meets the genuine needs of the CEO and the Employee in relation to one or more of the matters mentioned in paragraph (a); and
 - c) the arrangement is genuinely agreed to by the CEO and Employee.
10. The CEO must ensure that the terms of the individual flexibility arrangement:
 - a) are about permitted matters under section 172 of the *Fair Work Act 2009* (FW Act);
 - b) are not unlawful terms under section 194 of the FW Act; and
 - c) result in the Employee being better off overall than the Employee would be if no arrangement was made.
11. The CEO must ensure that the individual flexibility arrangement:
 - a) is in writing; and
 - b) includes the name of the ACIC and the Employee; and
 - c) is signed by the CEO and the Employee and, if the Employee is under 18 years of age, is signed by a parent or guardian of the Employee; and
 - d) includes details of:
 - i. the terms of the Agreement that will be varied by the arrangement;
 - ii. how the arrangement will vary the effect of the terms;
 - iii. how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - iv. the day on which the arrangement commences and, where applicable, when the arrangement ceases.
12. The CEO must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
13. The individual flexibility arrangement must provide that the CEO or Employee may terminate the individual flexibility arrangement:
 - a) by giving no more than 28 days written notice to the other party to the arrangement;
or
 - b) if the CEO and the Employee agree in writing, at any time.

PART B: REMUNERATION

CLASSIFICATION STRUCTURE AND REMUNERATION

14. The classification structure (as outlined at Appendix B) for Employees covered by this Agreement is comprised of:
 - a) Australian Public Service Level 1 (APS1) to Australian Public Service Level 6 (APS6);
 - b) Executive Level 1 (EL1) to Executive Level 2 (EL2);
 - c) ACIC Trainee (APS 3/4 broadband);
 - d) Australian Public Service ICT Graduate; and
 - e) Australian Public Service Graduate.

PAYMENT OF SALARY

15. An Employee's base rate of pay (in accordance with Appendix B) will be the Employee's salary for all purposes including for superannuation, overtime, severance and termination.
16. Where an Employee enters into either salary sacrifice arrangements or purchased leave options, their salary will be determined as if the arrangements had not been entered into.
17. Salaries are paid in arrears fortnightly on a Thursday by electronic funds transfer to a designated account chosen by the Employee.
18. Payment of fortnightly salary is based on the following formula:
$$\text{Fortnightly pay} = \text{annual salary} \times 12/313.$$

SALARY RATES AND INCREASES

19. Agency salary rates, including increases to be applied over the life of this Agreement, are set out in Appendix B.
20. An Employee whose base salary exceeds the maximum pay point for their APS classification at Appendix B will not be eligible for a salary increase until such time as their base salary is absorbed by the relevant salary scale.
21. Following the first wage increase outlined in Schedule B, should an Employee's base salary exceed the maximum pay point of their classification, they will receive a one-off lump sum payment of 2.5% of their base salary in lieu of that wage increase. No further lump sum payments will be made over the life of this agreement.
22. Lump sum payments will not count as salary for any purpose. Payments will be calculated using the Employee's base salary as at the date of payment. They will also be calculated on a pro rata basis for part-time Employees using the approved fortnightly hours as at commencement of this Agreement.

SALARY ON COMMENCEMENT/PROMOTION

23. When an Employee commences work or is promoted to a position within the ACIC, salary will be payable at the minimum pay point of the salary range applicable to the classification of the job. At the discretion of the CEO, the Employee may be paid at a higher increment point if the experience, qualifications and skills of the Employee are considered to warrant higher remuneration. Where an Employee has already achieved salary advancement through the ACIC Performance Development System (PDS) at or above the appropriate level, their commencing salary will be adjusted to reflect the incremental advancement.
24. In extraordinary circumstances (and only with CEO approval), if, following the appointment or promotion, it becomes evident that an Employee possesses the skills and experience which warrant access to a higher increment point, the Employee may be entitled to apply to access the higher increment point, subject to satisfactory performance.
25. Unless a higher salary is determined, an existing APS Employee moving to the ACIC at the same classification level whose current salary does not match an ACIC pay point for that classification (and is below the maximum pay point at the ACIC for that APS classification) will be paid at the pay point within the classification range closest to, but not lower than their current salary.
26. An ongoing Employee moving to the ACIC from another APS agency, whose current salary exceeds the current maximum of the relevant classification level in this Agreement, will be maintained on their current salary until such time as their salary is absorbed by ACIC pay increases.

SALARY ADVANCEMENT

27. Effective 1 July each year, an Employee will advance one salary point within his or her substantive salary range, at the end of the annual assessment cycle where he or she:
 - a) has participated in the ACIC's Performance Development System (PDS);
 - b) has achieved the minimum rating of 'Performing Well' (or equivalent) as defined in the PDS;
 - c) has completed a minimum six months at the substantive classification or completed six continuous months (1 January to 30 June) at a higher classification; and
 - d) is not at the top salary point.
28. An Employee performing higher duties will advance one salary point at the higher classification at the end of the annual assessment cycle where he or she has achieved the rating equivalent to 'Performing Well' as defined in the PDS and meets the requirements of clause 27.
29. Where an Employee achieves salary advancement at a higher classification based on their performance assessment at that level, then reverts back to their lower classification and later performs at the higher level again, the Employee will be paid that higher salary point.

30. An Employee who is promoted between 1 January and 30 June, and who was in receipt of higher duties immediately before the promotion, is eligible for salary advancement at that level (ie at the promotion classification) if the combined period at the higher level (combined period of higher duties and the period at the substantive higher level) is six continuous months or more and subject to clause 27.
31. Further information on the PDS is provided at Part F of this Agreement and in the PDS guidelines.

SALARY ON REDUCTION

32. Where an Employee requests in writing to temporarily perform duties at a lower classification the CEO will determine in writing the salary rate applicable to the lower classification. This would normally be at the top of the salary range of the lower classification.
33. Where an Employee is permanently reduced to a lower classification level, with the consent or at the direction of the CEO (including due to Code of Conduct sanction or a formal underperformance process), the CEO will determine the Employee's salary within the lower classification level having regard to the experience, qualifications and skills of the Employee and the circumstances under which the reduction occurred.

FORMER AUSTRALIAN WORKPLACE AGREEMENT (AWA) EMPLOYEES

34. Employees who have had their salary maintained as a result of terminating their AWA will continue to maintain that salary for their classification for the life of this Agreement or until such time that their salary is absorbed by ACIC pay increases.

FORMER PERFORMANCE REVIEW PROCESS (PRP) EMPLOYEE

35. Employees who previously achieved a PRP increment will have that salary maintained for the life of this Agreement or until such time their salary is absorbed by ACIC pay increases.

ACIC TRAINEE PROGRAM

36. The CEO may engage a person as an ACIC Trainee.
37. An ACIC Trainee will be required to undertake a course of training determined by the CEO. While undertaking training, an ACIC Trainee will be paid at a salary level within the APS 3 level of the APS 3/4 ACIC Trainee broadband.
38. Upon successful completion of the relevant training program the ACIC Trainee will be allocated a classification in accordance with the APS Classification Rules.
39. Advancement through the broadband to the APS 4 level will occur where:
 - an Employee's performance is satisfactory; and
 - there is sufficient work available at the higher classification level; and
 - the Employee has the necessary skills and proficiencies to perform that work.

ICT GRADUATE

40. An ICT Graduate will be engaged at the APS classification level 4 and, as a condition of engagement, must successfully complete a course of training determine by the CEO.
41. On successful completion of the required training, the Employee will be advanced to the second pay point of that classification.

GRADUATE EMPLOYEES

42. A graduate will be engaged at the APS training classification of Graduate APS and must successfully complete a course of training determined by the CEO.
43. On successful completion of the required course of training, the Employee will be allocated the classification of APS Level 3 and be advanced to the maximum pay point of that classification.

UNDERPAYMENT OF SALARY

44. In the event of underpayment of salary or allowances to an Employee, the salary owing to the Employee will be paid as soon as practicable and, where possible, in accordance with the Employee's request.

OVERPAYMENT OF SALARY

45. Where an Employee is overpaid an amount of salary or other benefits, the overpayment must be recovered in accordance with the ACIC Accountable Authority Instructions (AAs). The delegate and the Employee should discuss and agree on a repayment arrangement.

SUPERANNUATION

46. The Government has allowed Commonwealth Employees their choice of superannuation fund to provide Employees with greater choice and control over their superannuation savings.
47. The ACIC will provide choice of superannuation fund to eligible Employees who are members of the Public Sector Superannuation accumulation plan (PSSap) or who are eligible to join the PSSap. Employees may choose any complying superannuation fund provided it can accept employer contributions by electronic funds transfer (EFT). Any fees associated with EFT and/or the administration of superannuation contribution via Super Choice will be payable by the Employee.
48. Employer contributions to the PSSap will be 15.4% of the Employee's fortnightly contribution salary. Employer contributions for Employees in other accumulation schemes will be at the same rate as for Employees in PSSap. Employer contributions will not be reduced by any other contributions made through salary sacrifice arrangements. This clause does not apply where a superannuation fund cannot accept employer superannuation contributions (eg is unable to accept contributions for people aged over 75).

49. Existing Public Sector Superannuation (PSS) and Commonwealth Superannuation Scheme (CSS) arrangements will continue in accordance with the relevant legislation and requirements.
50. Employer superannuation contributions will not be paid during periods of unpaid leave that do not count as service, unless otherwise required by law.
51. Superannuation salary is reviewed annually for all Employees on their birthday, irrespective of which superannuation scheme they belong to.

SALARY PACKAGING

52. Salary packaging is available to all Employees at no cost to the ACIC. ACIC Employees can take up to 100% of their annual salary as non-cash items and other benefits (Employees must still meet their relevant superannuation requirements).
53. Further information is available in the ACIC's Salary Packaging Policy.

HIGHER DUTIES AND PARTIAL PERFORMANCE

54. Where an Employee temporarily performs work at a higher non-SES classification for a period of 10 or more consecutive days, the Employee will be paid higher duties allowance at the minimum pay point unless a higher pay point has been achieved as per clause 28.
55. The CEO may authorise payment of salary above the minimum point in that salary range having regard to the experience, qualifications and skills of the Employee, and specific market factors.
56. Where the Employee does not undertake the full duties of the position, the CEO may authorise for an Employee to be paid for partial performance at a higher classification level where they perform the duties for a period of 10 or more consecutive days.
57. Where a position is to be filled on a temporary basis that is expected to be for a period in excess of three (3) months, an internal expression of interest process will normally be undertaken to fill that position.
58. Where an Employee temporarily performs work at the SES level for a period of 10 or more consecutive days, the Employee will be paid the minimum salary in the SES bandwidth as contained in the SES Remuneration Policy. The CEO may authorise another payment in that salary range.
59. During any period of higher duties at the SES level the Employee will continue to be covered by the terms and conditions of this Agreement.

PART C: WORKING ENVIRONMENT

HOURS OF WORK

60. The ordinary hours of work per fortnight for a full-time Employee (except shiftworkers as outlined in Appendix A) are 75 hours, which are to be performed on the basis of 7 hours 30 minutes per day, Monday to Friday, plus reasonable additional hours.
61. An Employee may be asked to work reasonable additional hours in accordance with the *FW Act*.
62. A part-time Employee is anyone who has agreed working hours that are less than 75 hours per fortnight (except shiftworkers).
63. A part-time Employee's ordinary hours of work will be those agreed between the CEO and the Employee.
64. The ordinary day is generally between 8:30 am and 12:30 pm, and 1:30 pm and 5:00 pm. Payment of salary and leave are based on the ordinary day.
65. The pattern of hours by which Employees meet these hours of duty may be varied between Manager and Employee.
66. Employees may be required to work reasonable additional hours, however will ordinarily not be required to work more than:
 - nine hours ordinary time on any day; or
 - five consecutive hours without a meal break of at least 30 minutes; or
 - commence work without having at least eight hours break (plus reasonable travel time) after cessation of last period of duty.

BANDWIDTH

67. The bandwidth of hours in which an Employee may work ordinary hours is from 7:00 am to 7:00 pm, Monday to Friday.
68. Where an Employee requests to work outside this bandwidth, including on Saturday or Sunday, the Employee and their Manager may agree to this, and any hours worked will be considered ordinary hours and not attract additional duty rates.

FLEX TIME

69. All APS1 to APS6 Employees will have access to flex time provisions (excluding shift workers).
70. The approval of flex time is subject to operational requirements.
71. Employees are able to accumulate flex time as follows:
 - a maximum of 10 hours flex debit (debits in excess of 10 hours will be treated as leave without pay and an appropriate deduction made from the Employee's pay will be made in accordance with the AAI's);

- a maximum of 22.5 hours (three days) or equivalent part-time hours flex credit. Managers and Employees have a responsibility to manage working hours to ensure that Employees are productively employed;
 - once an Employee has accrued 22.5 hours or equivalent part-time hours in flex credit, they must only work standard days until such time as their flex credit is reduced and commit to taking a minimum of one working day of flex leave within the following calendar month, in consultation with their Manager; and
 - in exceptional circumstances, an Employee may accrue flex credit above 22.5 hours with the agreement of their Manager.
72. An APS1 to APS6 Employee who is travelling or on duty away from the Employee's usual place of work may be able to claim for time necessarily spent in travel or on duty (exclusive of additional duty) in excess of:
- the Employee's ordinary hours of work for the day; and
 - the time necessarily spent travelling to and from home and the usual place of work.
73. The Employee agrees that any flex debit that the Employee has upon ceasing employment with the ACIC (aside from cessation due to death) will be deducted from the Employee's final payment of entitlements in accordance with the AAls.

REVERSION TO STANDARD HOURS

74. Following discussion with an Employee the CEO may direct that Employee to work standard hours (as specified in clause 64) and have no access to flex time or flexible working arrangements:
- a) where operational requirements require standard attendance; or
 - b) where the CEO reasonably considers the Employee's attendance is unsatisfactory.
75. Access to flex time and flexible working arrangements will be restored when the CEO is satisfied that the Employee will maintain satisfactory attendance patterns or the operational requirements no longer apply.

ADDITIONAL DUTY

76. As far as possible, flex time (or flexible working arrangements) will be used to meet operational requirements.
77. Employees will, however, make themselves available for reasonable additional duty provided it does not result in the working of unreasonable hours as per clause 66.
78. Additional duty is work performed by Employees, other than Executive Level Employees, at the direction of management for work outside the bandwidth (including Saturday, Sunday and public holidays) or in excess of nine hours within the bandwidth on any weekday. Time off in lieu (TOIL) is the standard form of recompense for all additional duty.

- 79. The payment of additional duty may be authorised by a Manager where it is not practical for the Employee to take TOIL within a reasonable time. Prior to the work being undertaken, the Manager and the Employee must reach agreement as to whether the time worked will be compensated through additional duty payment, otherwise TOIL will be the default option.
- 80. Where safety and security issues arise, appropriate transport home may be arranged for Employees working additional duty.
- 81. Where possible, Employees undertaking additional duty outside the bandwidth will be given access to car parking.
- 82. TOIL or payment for additional duty is calculated as follows:

Day of additional duty	Rate of payment or TOIL
Monday to Saturday	Time and a half for the first three hours and double time after the first three hours.
Sunday	Double time.
Public Holidays – ordinary day	Time and a half (as Employees are already paid for the working day on a public holiday).
Public Holidays – outside ordinary day and Easter Saturday	Double time and a half.

- 83. An Employee is entitled to an eight-hour break plus reasonable travelling time before recommencing work without incurring any loss of pay. Where a Manager requests an Employee return to work prior to the expiration of this combined break and travelling time the Employee will be paid double time until the Employee has had such time off. This requirement does not apply to Emergency Duty unless the time worked, excluding travelling time, is at least three hours on each call.

EMERGENCY DUTY

- 84. Where an Employee, who is not an Executive Level Employee, is called to work without prior notice to meet an emergency, which is not continuous with ordinary duty and is outside the bandwidth hours, they will be paid for the period of work and any time necessarily spent in travelling to and from the work site at double time for a minimum period of two hours. Where more than one period of duty is involved, the minimum additional duty payment provision will not operate to increase the Employee’s additional duty remuneration beyond the amount which would have been received had the Employee remained on duty from the commencing time of one period of duty to the ceasing time of the following periods of duty.
- 85. TOIL or payment for emergency duty is calculated as follows:

$$((\text{Annual Salary} \times 12) / 313) / 75 \text{ hours} \times \text{duty hours} \times 2$$
- 86. Employees who perform additional duty while on call will be entitled to payment of TOIL for:
 - a) one hour, where duty does not require attendance at the workplace (any subsequent phone calls within the first hour cannot be claimed); or
 - b) three hours, where duty requires attendance at the workplace.

TOIL ARRANGEMENTS FOR ACIC OPERATIONAL EMPLOYEES

87. Employees defined as ACIC Operational Employees will be entitled to access TOIL arrangements in recognition of the duties, regular disruptions and unusual hours of work.
88. The maximum amount of TOIL accruable is 40 hours per month.

EXECUTIVE LEVEL PHYSICAL AND TECHNICAL SURVEILLANCE EMPLOYEES AND OPERATIONAL INVESTIGATORS

89. Executive Level Physical and Technical Surveillance Employees and Operational Investigators will be entitled to accrue TOIL for all hours worked in excess of nine hours in a 24-hour period. The 24-hour period will begin when the employee commences their shift. TOIL will be accrued on an hour-for-hour basis, including any additional hours worked on weekends or public holidays.
90. Additional hours can be claimed where Employees are directed to work additional hours and only with the approval of the Employee's line Manager.

EXECUTIVE LEVEL COVERT HUMAN INTELLIGENCE SOURCE HANDLERS (CHSU)

91. Executive Level CHSU Employees are entitled to accrue TOIL based on the number of operational telecommunications received and responded to outside of the ordinary hours of work.
92. For the purposes of calculating TOIL, any operational communications that requires management action will be averaged and calculated as one hour per operational communication for the initial communication. Any other communications will be averaged and calculated as 15 minutes per occasion. Evidence of this will be based upon reporting requirements as agreed with the relevant Manager.
93. TOIL may also be accrued, by approval, on an hour-for-hour basis as a result of a recall to duty or as a result of an unexpected operational requirement to work in excess of nine hours, or as agreed with the Manager, on a Monday to Friday or for any additional hours worked on weekends or public holidays.

EXECUTIVE LEVEL EMPLOYEES TOIL WORKING ARRANGEMENTS

94. Executive Level Employees are able to work flexible working hours consistent with organisational requirements. Variations in attendance times and short-term absences, including full days, may be agreed without the need for a leave application.
95. Where an Executive Level Employee undertakes additional productive effort which involves working in excess of ordinary hours for sustained periods, the Manager and Employee may agree upon arrangements for reasonable time off to recognise the additional effort.
96. Further information is available in the TOIL guidelines for Non-Operational Employees.

PART-TIME EMPLOYMENT

97. A part-time Employee is one whose approved ordinary hours of work are less than 75 hours per fortnight.
98. All Employees may request to work on a part-time basis, to be reviewed on a six-monthly basis.
99. Remuneration and other conditions are calculated on a pro rata basis, apart from allowances of a reimbursement nature.
100. Part-time Employees will not normally be expected to work outside of the agreed working patterns. Flex time is available to part-time Employees who are not Executive Level or who work according to a shift roster.
101. Any additional hours worked by a part-time Employee within the bandwidth are paid at normal salary rates.
102. Additional duty rates will apply where a part-time Employee is directed to work outside the bandwidth.
103. Approval of a part-time work arrangement will take into account operational requirements and the Employee's circumstances.
104. An Employee returning from maternity/parental leave will have the ability to access part-time employment for at least 24 months from the date of return.

CASUAL EMPLOYEES

105. A non-ongoing Employee who is engaged to do work that is irregular or intermittent in nature will be paid a 20% loading in lieu of paid leave entitlements (except Long Service Leave).

REQUESTS FOR FLEXIBLE WORKING ARRANGEMENTS

106. An Employee may request flexible working arrangements in accordance with section 65 of the FW Act.

SECURITY REQUIREMENTS

107. All ACIC Employees must hold a Negative Vetting Level 1 or higher security clearance.
108. Where an Employee is required to obtain a higher security clearance than Negative Vetting level 1 and is unable to, they will be redeployed where possible to another area at their current security clearance.

EMPLOYEE ASSISTANCE PROGRAM

109. The Agency will provide Employees and their families with access to an Employee Assistance Program to provide independent, confidential short-term counselling to assist them to manage work-related or personal issues. This will be provided at no cost to employees or their families.

PART D: LEAVE

ANNUAL LEAVE

110. A full-time Employee will accrue 20 working days of annual leave (4 weeks) per full year of service, which will accrue progressively.
111. A part-time Employee will accrue 20 working days of annual leave (4 weeks) on a pro rata basis according to the approved part-time hours.
112. ACIC Employees working shift arrangements will accrue an additional half day of paid annual leave for each Sunday and public holiday worked, up to a maximum of five days (calculated at the ordinary working day rate for Employees working shift arrangements) for each year of service, credited following each public holiday. A rostered shift of three hours or more which commences or ceases on a Sunday or public holiday will count for this calculation.
113. Annual leave will not accrue during any period of leave that does not count as service.
114. All Employees are required to take a minimum of two weeks annual leave each calendar year.
115. Annual leave may be taken at full or half pay subject to operational requirements. Leave taken at half pay will result in the period of leave for which the Employee is absent being double the amount of leave deducted from the Employee's credits.
116. Employees may be directed to take annual leave, with four weeks written notice, if they are:
 - a) full time and have a balance in excess of 300 hours (40 working days) or the equivalent for part-time Employees (pro rata amount);
 - b) shiftworkers and have a balance in excess of 367.5 hours.
117. Where an Employee is being paid for a period of higher duties, payment for performing those tasks will continue where the manager deems that the higher duties would have continued were they not taking leave.
118. Annual leave credit will not be debited where an Employee is on annual leave on a designated public holiday with the exception for shiftworkers, as outlined in Appendix A.
119. Upon cessation from the APS, all annual leave credits will be paid out to the Employee at the normal rate of pay.

CASHING OUT ANNUAL LEAVE

120. The CEO may approve an employee to cash out annual leave if they have:
 - a) taken at least two weeks of annual leave in the preceding 12 months;
 - b) will have a balance of at least four weeks annual leave after the cash out;
 - c) not made another election in the preceding 12 months; and
 - d) agreement in writing to do so.
121. The Employee will be paid the full amount that would have been paid had the Employee taken the entitlement as leave.

PURCHASED LEAVE

122. Ongoing Employees may purchase up to four additional weeks leave. This is funded by salary deductions over a 12-month period (26 paydays). Calculations will be based on an Employee's gross annual salary at the time the purchased leave is taken.
123. The CEO may approve, in exceptional circumstances, purchased leave for a non-ongoing Employee.
124. Purchased leave cannot be accumulated and must be used within the year applied.
125. Only one application for purchased leave can be approved per 12-month period.
126. The minimum period of purchased leave to be taken at one time is one week, unless approved by the CEO.
127. Purchased leave will count as service for all purposes.
128. Upon ceasing employment, an Employee agrees that any outstanding deductions for purchased leave will be treated as an overpayment in accordance with clause 45. Alternatively, any amount to be refunded will be included in final monies to be paid. If the outstanding amount is greater than the final monies owing to the Employee, the Pay & Conditions Team will negotiate with the Employee regarding any additional recovery.

PERSONAL/CARER'S LEAVE

129. Ongoing full-time Employees will be credited with 18 days paid personal/carer's leave (pro rata for part-time Employees) as at their accrual date.
130. Non-ongoing Employees (except casual Employees) will accrue personal/carer's leave from their date of commencement, which will accrue progressively on a pro-rata of the annual rate for ongoing Employees. On completion of 12 months continuous service, non-ongoing Employees are credited annually on each anniversary of their commencement with 18 days paid personal/carer's leave (pro rata for part-time Employees).
131. All Employees are entitled to access personal/carer's leave (with or without pay) for the purposes of:
 - a) personal illness or injury;
 - b) caring responsibilities (for an Employee's family or household members who may be ill or injured); or
 - c) other exceptional circumstances.
132. Leave at clause 131(c) must not be taken to the extent that it results in less than 10 days of an Employee's personal/carer's leave credits per year being available for use in clause 131 (a) and (b).
133. There is no limit to the amount of personal/carer's leave which may be accessed for caring purposes.
134. Employees may be able to access personal/carer's leave at half pay where extraordinary circumstances exist. Leave taken at half pay will result in the period of leave for which the Employee is absent being double the amount of leave deducted from the Employee's credits.

135. Casual Employees may access unpaid personal/carer's leave.
136. Personal/carer's leave is cumulative; however any unused personal/carer's leave will not be paid out on cessation of employment.
137. Up to five days of paid personal/carer's leave may be accessed without suitable evidence per accrual year; however not more than three consecutive days may be accessed without provision of suitable evidence.
138. Suitable evidence will generally be in the form of a medical certificate or statutory declaration as outlined in Appendix C.
139. Where an Employee is ill or injured while on annual leave or long service leave and produces suitable evidence, the Employee may apply for personal/carer's leave. The amount will be credited back to the Employee's balances to the extent of personal/carer's leave granted.
140. The maximum amount of continuous unpaid personal/carer's leave will be 78 weeks. Unpaid personal/carer's leave may be granted where paid personal/carer's leave is exhausted. Unpaid personal/carer's leave will count as service for up to 78 weeks.

MATERNITY AND PARENTAL LEAVE

141. Employees who are pregnant or who give birth are covered by the provisions of the *Maternity Leave (Commonwealth Employees) Act 1973* (ML Act).
142. Employees with an entitlement to paid leave under the ML Act will also be entitled to an additional two weeks paid parental leave to be taken immediately following the period of paid maternity leave provided under the ML Act.
143. Eligible Employees with at least 12 months continuous APS service are entitled to 14 weeks of paid parental leave for adoption or permanent foster care where the child:
 - a) is under 16 years of age;
 - b) has not, or will not have lived continuously with the Employee for a period of six months or more as of the day of placement; and
 - c) is not a child or stepchild of the Employee or Employee's partner.
144. Documentary evidence of approval for adoption or enduring parental responsibilities under formal fostering arrangements must be submitted when applying for parental leave for adoption or permanent foster carer purposes.
145. Parental leave for adoptive or fostering purposes is available from one month prior to the expected date of placement.
146. Employees who are eligible for paid maternity or parental leave may elect to have the payment for that leave spread over a maximum of 28 weeks at half pay. Only the first 14 weeks will count as service.

147. Eligible Employees (with at least 12 months continuous APS service) are entitled to up to 52 weeks of unpaid parental leave if the leave is associated with:
- the birth of a child of the Employee or the Employee's spouse or de facto partner; or
 - a child is placed with the Employee for adoption; and
 - the Employee will have responsibility for the care of the child.
148. Documentary evidence of approval for adoption or enduring parental responsibilities under formal fostering arrangements must be submitted when applying for parental leave for adoption or permanent foster carer purposes.
149. On ending the initial 52 weeks of maternity or parental leave, Employees may request an extension of unpaid parental leave for a further period of up to 52 weeks. The second period of unpaid leave is to commence immediately following the initial 52 week leave period.
150. Unpaid maternity or parental leave will not count for service for any purpose with the exception of any unpaid leave taken in the first 14 weeks.
151. This leave is inclusive of public holidays and will not be extended because of a public holiday during a period of paid or unpaid maternity or parental leave.
152. On ending maternity or parental leave Employees have the return-to-work guarantee and the right to request flexible working arrangements or the equivalent to those provided by the FW Act.

SUPPORTING PARTNER LEAVE

153. An Employee whose partner gives birth or adopts/fosters a child will be entitled to two weeks of paid (or four weeks of half pay) supporting partner leave following the birth, permanent fostering or adoption of a child, or their partner's child.
154. The leave must be taken within eight weeks after the birth, permanent fostering or adoption of a child and is inclusive of public holidays that fall within that period.
155. Where supporting partner leave is taken at half pay, only the first two weeks will count as service.
156. Documentary evidence as outlined in clause 144, or a birth certificate following the birth of a child, is required.

LONG SERVICE LEAVE

157. An Employee is eligible for long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.
158. The minimum period for which long service leave will be granted is seven calendar days at full pay (or 14 calendar days at half pay). Long service leave cannot be broken with periods of leave, except as otherwise provided by legislation.
159. The granting of Long Service Leave is subject to operational requirements and will not be unreasonably refused.

DEFENCE RESERVISTS LEAVE

160. An Employee may be granted leave with or without pay to fulfil Australian Defence Force (ADF) Reserve and Continuous Full Time Service (CFTS) or Cadet Force obligations.
161. An Employee is entitled to leave with pay of up to four weeks during each financial year, and an additional two weeks paid leave in the first year of ADF Reserve Service, for the purpose of fulfilling service in the ADF Reserve.
162. With the exception of the additional two weeks in the first year of service, leave can be accumulated and taken over a period of two years.
163. Defence Reservist leave counts as service for all purposes, except for unpaid leave to undertake CFTS. Unpaid leave for the purpose of CFTS counts for all purposes except annual leave.

MISCELLANEOUS LEAVE

164. Miscellaneous leave provides flexibility for managers and Employees by providing leave with or without pay for a variety of purposes.
165. The CEO may grant miscellaneous leave to an Employee having regard to the operational requirements of the ACIC, including for purposes that the CEO considers to be in its interests. Further information is available in the Miscellaneous Leave Policy.
166. Unless the CEO determines otherwise, any continuous period of miscellaneous leave without pay greater than 30 calendar days will not count as service for annual and personal/carer's leave purposes.
167. Long service leave accrual will be deferred by every day of leave without pay as per Section 12(3) of the *Long Service Leave (Commonwealth Employees) Act 1976*.
168. Where leave without pay does not count as service, accrual of annual leave will be reduced and the accrual date of personal leave and long service leave will be deferred by the total amount of calendar days taken.

NAIDOC LEAVE

169. Employees are entitled to one day of paid miscellaneous leave per year for the purpose of participating in NAIDOC week celebrations. Employees may be required to provide evidence.

COMMUNITY SERVICE LEAVE

170. In accordance with section 108 of the FW Act, leave for participation in eligible community service activities, including voluntary emergency management duties such as training, emergency service responses, reasonable recovery time and ceremonial duties, will be approved. The CEO may determine whether any or all leave taken to participate in voluntary emergency management activities will be paid.

COMPASSIONATE/BEREAVEMENT LEAVE

171. An Employee is entitled to up to three days paid compassionate leave per occasion when a member of the Employee's immediate family or household:
- a) contracts or develops a life threatening illness; or
 - b) sustains a life-threatening injury; or
 - c) dies.

172. A casual Employee may access three days of unpaid leave on each occasion that compassionate leave is required.

UNAUTHORISED ABSENCE

173. Where an Employee is absent from work without approval, the absence will be treated as an unauthorised absence and will not count as service for any purposes under this agreement, including remuneration and leave accrual.
174. Where an Employee has been on unauthorised absence for 14 days or has been on unauthorised absences for frequent short periods aggregating to 14 days, their employment may be terminated by the CEO. If the Employee does not make contact or return to duty, termination action will take effect on the 15th working day from the date of the Employee's first day of absence, subject to this being greater than the minimum notice period required under the FW Act.

AGENCY SHUTDOWN

175. Employees, other than shiftworkers, will observe agency shutdown from close of business on the last working day before Christmas until the close of business on the second working day after the New Years Day public holiday. These days are inclusive of the Christmas, Boxing Day and New Years Day public holidays.
176. If an Employee is directed by the CEO to work during this shutdown period, the Employee will be entitled to a day off for each day worked, to be taken within four weeks unless otherwise agreed.
177. A part-time Employee will observe the Agency shutdown based on their ordinary hours of work.

PUBLIC HOLIDAYS

178. Employees are entitled to the following public holidays (as per their agreed pattern of attendance):
- a) New Years Day (1 January);
 - b) Australia Day (26 January);
 - c) Good Friday;
 - d) Easter Monday;
 - e) Anzac Day (25 April);
 - f) The Queen's birthday holiday (on the day on which it is celebrated in a state or territory or a region of a state or territory);
 - g) Christmas Day (25 December);
 - h) Boxing Day (26 December);and
 - i) Any other day, or part day, declared or prescribed by or under a law of a state or territory to be observed generally within the state or territory, or region of the state or territory, as a public holiday, other than a day or part day, or kind of day or part day, that is excluded by the Fair Work Regulations from counting as a public holiday.

179. If, under a law of a state or territory, a day or part day is substituted for one of the public holidays in clause 178, then the substituted day or part day is the public holiday.
180. The CEO and an Employee may agree on the substitution of a day or part day that would otherwise be a public holiday, having regard to operational requirements.
181. An Employee who is absent on a day or part-day that is a public holiday in a place where the Employee is based for work purposes is entitled to be paid for the day or part-day absence as if that day or part day was not a public holiday, except where that person would normally have worked on that day.
182. Where a public holiday falls during a period when an Employee is absent on leave (other than annual or paid personal/carer's leave), there is no entitlement to receive payment as a public holiday. Payment for that day would be in accordance with the entitlement for that form of leave (eg if on long service leave on half pay, payment is at half pay).

PORTABILITY OF ACCRUED LEAVE

183. Where an Employee moves into the Agency (including on promotion or for an agreed period) from another agency where they were an ongoing APS Employee, the Employee's unused accrued annual leave and personal/carer's leave (however described) will be transferred, provided there is no break in continuity of service (with the exception of personal leave, where up to two months break will be allowed).
184. Operational Employees from a state Agency may have their various forms of accrued leave recognised subject to approval by the CEO.
185. Where an Employee is engaged in the Agency 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 (however described) will be recognised unless the Employee received payment in lieu of those entitlements on termination of employment.
186. For the purpose of clauses 183–185:
- a) 'APS Employee' has the same meaning as in the *Public Service Act 1999*.
 - b) 'Parliamentary service' refers to engagement under the *Parliamentary Services Act 1999*.
187. Where a person is engaged as an ongoing Employee of the ACIC, and immediately prior to the engagement the person was employed as a non-ongoing APS Employee (whether in the ACIC or another APS agency), the CEO may, at the Employee's request, recognise any unused, accrued annual leave excluding accrued leave paid out on termination of employment) and personal/carer's leave (however described).

PART E: ALLOWANCES

OPERATIONS TEAM LEADER ALLOWANCE

188. Those Employees performing the role of Physical Surveillance Team Leader or Physical Surveillance Coordinator will be entitled to a loading of 14% payable on top off their substantive Executive Level 1 salary.
189. The allowance is payable in recognition of the unique responsibilities and conditions they are subject to through their employment in that role.
190. The allowance is considered salary for all purposes including for superannuation, severance and termination.

MEAL ALLOWANCE

191. A meal allowance will be paid in accordance with clause 192 where Employees are required to work additional duty as per clauses 76–83. Executive Level Employees who are directed to work such hours will also be paid a meal allowance. The CEO will determine the amount of meal allowance from time to time. The claim for meal allowance should be made no later than one month after working additional hours.
192. Where the additional duty period worked is continuous and after ordinary duty, and extends beyond a meal break, or where additional duty is worked beyond these hours and the Employee takes an unpaid break of at least 30 minutes, a meal allowance will be paid:
 - between the hours of 7:00 am and 8:00 am;
 - between the hours of 12:30 pm and 1:30 pm;
 - between the hours of 6:00 pm and 7:00 pm; and
 - between the hours of 12:00 am and 1:00 am.
193. Physical and Technical Surveillance Operatives who work beyond a 10.5 hour day will be entitled to claim a meal allowance in the same manner as per clauses 191–192. This allowance will only be paid if the need to work this extra time is unanticipated and the shift falls outside the bandwidth listed in clause 67.

TRAVEL ALLOWANCE

194. An Employee who travels on official business and is required to be away from home overnight is entitled to the payment of a travel allowance to cover the reasonable cost of meals and incidental expenses. The components for meals will not be paid where they are otherwise provided by the ACIC or another organisation. The rates of allowances will be increased based on advice sought by the ACIC in line with other Commonwealth agencies.
195. An allowance for part-day travel will be paid where an Employee is required to travel for official purposes for a period of ten hours or more, but where no overnight stay is required.

196. All accommodation and travel expenses for work-related travel will be paid for by the ACIC. Reasonable additional expenses occurred in relation to official business travel may be reimbursed, subject to the approval of the delegate and provision of receipts.
197. Payment arrangements and the level of entitlement for travel expenses will be reviewed after 21 continuous days away from home. Payment after 21 days may be made on the basis of reimbursement of reasonable actual expenses as determined by the CEO.
198. If an Employee chooses to stay at accommodation other than ACIC provided accommodation, they will be paid an allowance of \$60 per night.
199. Employees who apply for personal leave while in receipt of meals and incidental allowance and/or staying in accommodation provided by the ACIC, and who are unable to return home, will be entitled to continued payment of the meals and incidentals allowance and/or provision of accommodation until they are able to return home. Satisfactory medical evidence will be required.
200. The ACIC may approve reimbursement of return travel for a member of the immediate family or household where an Employee has been certified as critically or dangerously ill.
201. Employees required to travel overseas for work purposes will have their arrangements determined by the CEO prior to travelling. The ACIC will meet the reasonable costs of accommodation, meals, incidentals and other relevant costs incurred on official travel overseas, as outlined in the Travel Policy.

INTERNATIONAL DEPLOYMENT

202. Employees posted on an overseas deployment will be entitled to financial assistance as per the International Deployments Policy.

REMOTE LOCALITIES ENTITLEMENTS

203. An Employee required to relocate to a designated remote locality will be entitled to financial assistance as per the Remote Localities Assistance Policy.

RELOCATION

204. The CEO may determine the extent of any financial assistance payable to an Employee or prospective Employee of the ACIC for relocation from one locality to another upon promotion, engagement, ongoing or temporary reassignment in excess of 21 calendar days.
205. Further information is available in the Relocation and Removals Assistance Policy.

EXPENSES ON RECALL FROM LEAVE

206. The CEO may pay an Employee travel and incidental expenses reasonably incurred because:
- a) the Employee's leave is cancelled; or
 - b) the Employee is recalled to duty from leave.

OTHER ALLOWANCES

207. Duty-related allowances are paid on a fortnightly basis.

FIRST AID ALLOWANCE

208. Employees performing the duties of a First Aid Officer will be entitled to a payment of \$528 per annum paid fortnightly from commencement of this agreement. The rate will increase to:
- 12 months after commencement of this Agreement—\$538; and
 - 24 months after commencement of this Agreement—\$547.
209. The allowance will count towards salary for superannuation, subject to the relevant superannuation legislation.
210. First aid allowance will not be payable where an Employee is on approved leave (except where the employee is on Long Service Leave) for a continuous period greater than two weeks.
211. First aid allowance will not be included as salary for any purposes with the exception of clause 209 (and Long Service Leave).

ON-CALL ALLOWANCE

212. In exceptional circumstances, an Employee may be required to be on call outside work hours for a finite period of time. On-call allowance is only available to APS1 to APS6 level Employees.
213. On-call allowance is payable at a percentage of the Employee's hourly rate for each hour they are restricted outside the bandwidth at the following rates:
- a) 7.5% on Monday to Friday;
 - b) 10% on Saturday and Sunday; and
 - c) 15% on public holidays.
214. Employees will not be paid on-call allowance during ordinary hours of work.
215. Employees will not be paid on-call allowance if their ordinary hours of work are not on the same day (excluding weekends) or any periods of leave.
216. Employees will not be paid on-call allowance during any periods of leave.
217. On-call allowance will not count as salary for the purposes of additional duty or shift penalty payments.
218. Employees who perform additional duty while on call will be entitled to a minimum additional payment of:
- a) one hour, where duty does not require attendance at the workplace; or
 - b) three hours, where duty requires attendance at the workplace.
219. If an Employee is required to perform subsequent periods of duty within the minimum payment period, only the initial minimum is payable. Where an Employee is required to undertake a second period of duty that commences after the minimum payment period has elapsed for the previous first period of duty, a further minimum payment period commences and a further minimum is payable.

COMMUNITY LANGUAGE ALLOWANCE

220. Eligible Employees required to use their bilingual or multilingual skills in carrying out their duties will be paid a Community Language Allowance (CLA).
221. The Employee's language competence must meet one of the following standards:
- National Accreditation Authority for Translators and Interpreters (NAATI) accreditation as a Language Aide.
 - NAATI accreditation as a professional or paraprofessional interpreter;
 - current DFAT testing for Language Proficiency at the S2R2 level;
 - recognised tertiary qualifications in interpreting;
 - recognised level of competency to deliver client services in ATSI languages, Auslan and languages for which NAATI does not test.
222. There are two levels of payment of the allowance:

CLA1	<p>Rates:</p> <ul style="list-style-type: none"> ▪ Effective from the date of commencement of this agreement—\$892 per annum ▪ Effective 12 months from commencement of this agreement—\$910 per annum ▪ Effective 24 months from commencement of this agreement—\$923 per annum 	<p>NAATI Language Aide Test or equivalent, current DFAT testing for Language Proficiency at the S2R2 level or higher, recognised level of competency to deliver client services in ATSI languages, Auslan and languages for which NAATI does not test.</p>
CLA2	<ul style="list-style-type: none"> ▪ Effective from the date of commencement of this agreement—\$1,809 per annum ▪ Effective 12 months from commencement of this agreement—\$1,845 per annum ▪ Effective 24 months from commencement of this agreement—\$1,873 per annum 	<p>NAATI paraprofessional interpreter and higher, recognised tertiary qualification in interpreting, recognised level of competency to deliver client services in ATSI languages, recognised Auslan qualifications.</p>

223. CLA will be paid pro rata to part-time Employees.
224. CLA will be paid during periods of paid leave. It will continue to be paid during periods of higher duties if the Employee continues to utilise their language skills in the workplace.
225. CLA counts as salary for superannuation purposes subject to the relevant superannuation legislation.

REIMBURSEMENT FOR LOSS OR DAMAGE

226. The CEO may reimburse an Employee a reasonable amount to repair or replace clothing or personal effects where loss or damage is experienced as a result of work-related activities.

PART F: PERFORMANCE AND DEVELOPMENT

227. To be eligible for salary increases or lump sum payments as outlined in clauses 19 and 21, Employees must participate in the ACIC’s performance management framework.
228. Employees who take all reasonable steps to complete the PDS will be eligible for salary increases or lump sum payments as per clauses 19 and 21.
229. The performance management cycle runs from 1 July to 30 June each year.
230. Assessment will be based on the following rating scale (or equivalent):
- High Performing
 - Performing Well
 - Requires Improvement
231. The ACIC’s Performance Management Policy and Guidelines, as varied from time to time, set out performance management processes including responsibilities, rights and obligations of managers and Employees in managing performance.

MANAGING UNDERPERFORMANCE

232. The ACIC will manage instances of underperformance identified as part of its performance management process. Further information is available in the ACIC’s Managing Underperformance Guidelines.

STUDY SUPPORT

233. Tertiary Study Support is available to:
- all ongoing (permanent) ACIC Employees;
 - non-ongoing ACIC Employees after three months performance of their contract and at the discretion of their Manager; and
 - seconded Employees, should they apply for study support through their home agency.
234. Tertiary study support is available for study resulting in at least Diploma qualifications.

SUPPORT FOR PROFESSIONALS

235. The ACIC will meet the costs of professional memberships for those Employees whose professions require a membership to fulfil their duties and who have requirements for continuing education to maintain their memberships.

PART G: WORKING RELATIONS

CONSULTATION

236. This term applies if the employer:

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

MAJOR CHANGE

237. For a major change referred to in clause 236(a):

- a) the employer must notify the relevant Employees of the decision to introduce the major change; and
- b) clauses 238 to 244 apply.

238. The relevant Employees may appoint a representative for the purposes of the procedures in this term.

239. If a relevant Employee appoints a representative for the purposes of consultation, and the Employee advises the ACIC of the identity of the representative, the ACIC must recognise the representative.

240. As soon as practicable after making its decision, the ACIC must:

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

241. The ACIC is not required to disclose confidential or commercially sensitive information to the relevant Employees.

242. The ACIC must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.

243. If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in clause 237(a), 238 and 240 are taken not to apply.

244. In this term, a major change is likely to have a significant effect on Employee if it results in:

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

CHANGE TO REGULAR ROSTER OR ORDINARY HOURS OF WORK

245. For a change referred to in clause 236(b):

- a) The employer must notify the relevant Employees of the proposed change; and
- b) clauses 246 to 251 apply.

246. The relevant Employees may appoint a representative for the purposes of the procedures in this term.

247. If the relevant Employees appoint a representative for the purposes of consultation, and the Employees advise the ACIC of the identity of the representative, the ACIC must recognise the representative.

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

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

249. However, the ACIC is not required to disclose confidential or commercially sensitive information to the relevant Employees.

250. The ACIC must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.

251. In this term, 'relevant Employee' means the Employees who may be affected by a change referred to in clause 236.

CONSULTATIVE COMMITTEES

252. The ACIC will continue to maintain National and Local Consultative Committees for the life of this Agreement.
253. The NCC will comprise Executives and staff representatives from each work area/Branch elected by their peers (at least four staff representatives).

DISPUTE RESOLUTION TERM

254. If a dispute relates to:
- a) a matter arising under the agreement; or
 - b) the National Employment Standards:
this term sets out procedures to settle the dispute.
255. An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
256. In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Employee or Employee's relevant supervisor and/or management.
257. If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission.
258. The Fair Work Commission may deal with the dispute in two stages.
- a) The Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - b) If the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - i. arbitrate the dispute; and
 - ii. 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.

259. A decision that the Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Division 3 of Part 5.1 of the FW Act. Therefore, the decision may be appealed.

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

PART H: WORKFORCE ADJUSTMENT

REDEPLOYMENT AND RETRENCHMENT

262. The following provisions will apply in relation to an excess Employee. For the purpose of this clause an ongoing Employee is excess if:
- a) he or she is employed substantively at a level or in a classification where there is a greater number of Employees than is necessary for the efficient and economical working of the ACIC;
 - b) the services of the Employee can no longer be effectively used because of technological or other changes in the work methods or structural or similar changes in the nature, extent or organisation of the functions of the ACIC; or
 - c) the duties of the Employee are to be performed at a different locality and the Employee is not willing to perform the duties at that locality and the CEO agrees that the Employee is excess.
263. The provisions of this section do not apply to ongoing Employees who are on probation or to non-ongoing Employees.
264. On becoming aware that any Employee is likely to become excess to requirements, the CEO will advise the Employee of the situation as soon as practicable in writing.
265. Discussion with the potentially excess Employee will be held to determine:
- a) any redeployment opportunities for the Employee concerned; and
 - b) whether voluntary retrenchment might be appropriate.
266. During these discussions, an Employee may elect to be represented by an Employee representative of their choice.
267. Where an Employee is likely to become excess the CEO will discuss the situation, where relevant Employees so request, with chosen Employee representatives.
268. At the completion of the discussions or at the end of a period of one month (commencing on the date that the Employee is advised that they are potentially excess), whichever is the earlier, the CEO may:
- a) invite the potentially excess Employee to elect voluntary retrenchment; or
 - b) declare the Employee excess.
269. The CEO may, before the conclusion of discussion, invite other Employees who are not potentially excess to express interest in voluntary termination of employment, where those terminations would permit the redeployment of Employees who would otherwise be excess.

VOLUNTARY REDUNDANCY

270. Where the CEO invites an excess Employee to do so, the individual will have up to one month to elect for voluntary retrenchment.

271. Only one invitation to elect for voluntary retrenchment will be made to an Employee.
272. An Employee who has been invited to elect to take voluntary redundancy will be given information on:
- a) amount of redundancy pay and paid-out leave credits;
 - b) amount of accumulated superannuation contributions;
 - c) options open to the Employee concerning superannuation;
 - d) taxation rules applying to various payments; and
 - e) the availability of assistance up to a maximum amount of \$400 for career and financial counselling.

PERIOD OF NOTICE

273. Where an excess Employee agrees to be voluntarily retrenched, the CEO can terminate the Employee under section 29 of the *Public Service Act 1999* on the grounds that the Employee is excess to the requirements of the ACIC.
274. The period of notice will be four weeks (or five weeks for staff over 45 years of age with at least five years of continuous service).
275. Where an Employee's employment is terminated at the beginning of or within the notice period, the Employee will receive payment in lieu of notice for the unexpired portion of the notice period.

REDUNDANCY BENEFIT

276. An Employee who elects for voluntary retrenchment and whose employment is terminated by the CEO under section 29 of the *Public Service Act 1999*, on the grounds that the Employee is excess to the requirements of the ACIC, is entitled to be paid a severance benefit equal to two weeks salary for each completed year of eligible service plus a pro rata payment for completed months of service since the last completed year of service, subject to any minimum amount the Employee is entitled to under the National Employment Standards (NES).
277. The minimum severance benefit payable will be four weeks salary and the maximum will be 48 weeks salary.
278. The redundancy benefit will be calculated on a pro rata basis for any period the Employee has worked part-time hours during their period of continuous service and they have less than 24 years full-time continuous service, subject to any minimum amount the Employee is entitled to under the NES.
279. Subject to clauses 280 and 281, service for redundancy pay purposes means:
- a) service with the ACIC;
 - b) government service as defined in section 10 of the *Long Service Leave (Commonwealth Employees) Act 1976*;
 - c) service with the Australian Defence Forces.

- d) Service with the Commonwealth (other than service with a Joint Commonwealth–state body or body corporate in which the Commonwealth does not have a controlling interest) which is recognised for long service leave purposes;
- e) APS service immediately preceding deemed resignation under the repealed section 49 of the *Public Service Act 1922*, if the service has not been previously recognised for redundancy pay purposes; and
- f) service in another organisation, where the Employee at a non-SES classification was transferred from the APS to that organisation with a transfer of function, or the staff member engaged by that organisation on work within a function is appointed as a result of the transfer of that function to the APS and such service is recognised for long service leave purposes.

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

- a) the break is less than one month and occurs where an offer of employment with the new employer was made and accepted by the Employee before ceasing employment with the preceding employer; or
- b) the earlier period of service with the APS ceased because the Employee was deemed to have resigned from the APS on marriage under the repealed section 49 of the *Public Service Act 1922*.

281. Any period of service which ceased by way of:

- a) termination under section 29 of the *Public Service Act 1999*;
- b) prior to the commencement of the *Public Service Act 1999*, by way of retrenchment; retirement on grounds of invalidity; inefficiency or loss of qualifications; forfeiture of office; dismissal; termination of probationary appointment for reasons of unsatisfactory service
- c) voluntary retirement at or above the minimum retiring age that is applicable to the Employee; or
- d) where they receive an employer financed retirement benefit;
will not count as service for redundancy pay purposes.

RATE OF PAYMENT—REDUNDANCY BENEFIT

282. For the purpose of calculation of entitlements under this clause, salary will include:

- a) the Employee's base salary; or
- b) the salary of the higher position, where the Employee has performed higher duties and has been paid at the higher level for a continuous period of at least 12 months immediately preceding the date on which he or she is given notice of termination of employment; and
- c) other allowances in the nature of salary which are paid during periods of annual leave and on a regular basis, excluding allowances which are a reimbursement for expenses occurred, or a payment for disabilities associated with the performance of duty.

RETENTION PERIODS

283. Unless the Employee agrees, an excess Employee's employment will not be involuntarily terminated by the CEO under section 29 of the *Public Service Act 1999* until the following retention periods have elapsed:
- a) 13 months where an Employee has 20 or more years of service or is 45 years of age or over; or
 - b) seven months for other staff.
284. If an Employee is entitled to a redundancy payment under the NES, the retention period in clause 283 will be reduced by the number of week's redundancy pay that the Employee will be entitled to under the NES on termination, calculated as at the expiration of the retention period.
285. The retention period will commence on the earlier of the following:
- a) the day the Employee is advised in writing by the CEO that he or she is an excess Employee; or
 - b) one month after the day on which the CEO invites the Employee to elect for voluntary redundancy.
286. During the retention period the CEO:
- a) will continue to take reasonable steps to find alternative employment for the excess Employee; and/or
 - b) may, with four weeks notice, reduce the excess Employee's classification as a means of securing alternative employment for the excess Employee. Where an excess Employee is reduced in classification before the end of the appropriate retention period, he or she will continue to be paid at their previous level for the balance of the retention period.
287. The excess Employee may request assistance in meeting reasonable travel and incidental expenses incurred in seeking alternative employment.
288. Where the CEO believes that there is insufficient productive work available for an excess Employee during the retention period, the CEO may, with the agreement of the Employee, terminate the Employee's employment under section 29 of the *Public Service Act 1999*.
289. Upon termination, the Employee will be paid a lump sum comprising of the balance of the retention period (as shortened for the NES) and this payment will be taken to include the payment in lieu of notice of termination of employment plus the Employee's NES entitlement to redundancy pay.
290. Subject to clause 293, the CEO may terminate the Employee's employment at the end of the retention period.
291. An excess Employee will not be terminated involuntarily if they have not been invited to elect for voluntary retrenchment, or if their election for voluntary retrenchment has been refused.

292. An excess Employee with at least one year's service will be given four weeks notice (or five weeks notice for an Employee 45 years of age or over with at least five years of continuous service) that they are to be involuntarily terminated under section 29 of the *Public Service Act 1999* on the grounds that the Employee is excess to requirement of the ACIC.
293. This period of notice will, as far as practicable, be concurrent with the retention periods.
294. Where an Employee terminates employment or has their employment terminated at the beginning of, or within, the retention period, payment in lieu of notice may be made to the Employee.

RESIGNATION

295. Where an Employee wishes to resign from the ACIC, they are required to give four weeks written notice of their intention to resign unless otherwise agreed.

APPENDIX A: SHIFTWORKING ARRANGEMENTS

DEFINITION OF SHIFTWORKER

296. An Employee will be considered as an ACIC Employee working shift arrangements if they are rostered to perform ordinary duty outside the period 6:30 am to 6:00 pm, Monday to Friday, and/or Saturdays, Sundays or public holidays, for an ongoing fixed period.
297. A full-time Employee working shift arrangements works 10.5 hours per day. Over an eight-week roster period (28 shifts), this averages out to 36.75 hours per week. Shift arrangements only apply to APS1 to APS6 Employees.
298. The approved roster arrangements for the ACIC are:
- 6:30 am to 6:00 pm (one-hour break);
 - 8:30 am to 8:00 pm (one-hour break);
 - 10:00 am to 9:30 pm (one-hour break);
 - 12:30 pm to 12:00 am (one-hour break); and
 - 7:30 pm to 7:00 am (one-hour break).

PAYMENT OF SALARY AND SHIFT PENALTIES

299. ACIC Employees working shift arrangements will be paid based on the same fortnightly calculations as non-shift arrangement Employees. Any shift penalty payments are based on the ordinary hourly rate of pay calculations and are in addition to fortnightly salary.

PAYMENTS STAND ALONE

300. Shift penalty payments will not be taken into account in the computation of additional duty or in the calculation of any allowance based upon salary, nor will it be paid with respect to any shift for which any other form of penalty payment is made under this Agreement or under the provisions of the relevant Act or regulations.

INTRODUCTION OF SHIFTS

301. Introduction of additional shiftwork, a new roster or rearrangement of shift cycles not included in this Agreement may be made with the approval of the CEO, after consultation with the Employees affected. Shift rosters will specify the commencing and finishing times of the ordinary working hours of the respective shifts.

24-HOUR LIMIT

302. Except at the regular changeover of shifts, an Employee should not be required to work more than one shift in each 24 hours.

EXCHANGE OF SHIFTS

303. ACIC Employees working shift arrangements may exchange shifts or rostered days off by mutual agreement provided they have the consent of the CEO, and provided the arrangement does not give any Employee an entitlement to an additional duty payment.

ROSTERS

304. The employer will determine rosters in consultation with the Employees.
305. The roster arrangement is to be formulated so as to provide for:
- two shifts on followed by two shifts off;
 - four shifts on followed by four shifts off; or
 - an alternative schedule approved by the CEO, in consultation with the Employees, involving no more than three consecutive night shifts.
306. Where possible the roster is to have a forward rotation of shifts, for example day shift followed by night shift.
307. The conditions related to change of shifts will be determined by the CEO in consultation with affected Employees.
308. The timing and nature of meal breaks is subject to consultation between the local Manager and affected Employees.

REST RELIEF

309. An Employee working shiftworking arrangements is entitled to an eight-hour break plus reasonable travelling time before recommencing work without incurring any loss of pay.

LEAVE

310. ACIC Employees working shift arrangements are entitled to leave arrangements as per Part D of this Agreement, with the exception of the Agency shutdown as outlined in clauses 175–177.
311. The duration of a shift will be deducted from the Employee's leave credits, except in the case of long service leave, where calendar days apply.
312. Shift penalty payments will be made in respect of any duty which an Employee would have performed had the Employee not been on approved annual leave. Shift penalty payments will not be made where an Employee is on any other type of leave.
313. If the Employee is rostered on a public holiday and takes annual leave, the rostered hours will be deducted from annual leave entitlements.

PENALTY RATES

15% LOADING

314. An ACIC Employee working shift arrangements who performs ordinary duty on a shift, any part of which falls between the hours of 6:00 pm and 6:30 am Monday to Friday, will be paid an additional 15% of their salary for that shift.

NIGHT SHIFTS

315. Where an Employee working shift arrangements is required to work ordinary hours continuously for a period exceeding four weeks, on a shift falling wholly within the hours of 6:00 pm and 8:00 am, they will be paid with respect to that shift an additional 30% of their salary for that shift.

SATURDAY LOADING

316. ACIC Employees working shift arrangements will be paid at the rate of 50% additional to the ordinary rate of pay for all rostered time of ordinary duty performed on Saturday.

SUNDAY LOADING

317. For ordinary rostered duty performed on Sunday by an Employee working shift arrangements, payment will be made at the rate of 100% additional to the ordinary rate of pay.

PUBLIC HOLIDAY LOADING

318. An ACIC Employee working shift arrangements who is rostered to perform ordinary duty on a public holiday, and who does not observe the holiday, will be entitled to additional payment at the rate of 150% for the actual time worked on the holiday, subject to the provisions regarding public holiday duty. Holiday duty will include duty on December 25 and Easter Saturday, whether or not another day has been declared as a substitute public holiday.

TIME OFF IN LIEU OF PENALTY PAYMENTS

319. Time off in lieu of shift penalty rates may be granted with the agreement of the Employee. The amount of time allowed shall be calculated by multiplying the number hours of hours worked by the relevant shift penalty rate for those hours.

TIME OFF IN LIEU OF PUBLIC HOLIDAYS

320. Where, in a cycle of shifts on a regular roster, an ACIC Employee working shift arrangements is required to perform rostered duty on each of the days of the week that Employee will, in respect of a public holiday which occurs on a day on which the Employee is rostered off duty, be granted (if practicable within one month after the holiday) a day's leave (based on the rostered hours) in lieu of that holiday.
321. Where it is not practicable to grant a day off in lieu, the Employee will be paid one day's pay at the ordinary rate.
322. Shift penalty payments are not payable during any period of standard time in lieu taken (that is, where 10.5 hours time in lieu per shift for full-time Employees is taken).
323. However, with approval of the Employee's Manager, an Employee may take additional time in lieu to enable them to still receive penalty payments.
324. Where an Employee takes time in lieu on a shift that attracts penalty payments, they may request additional time in lieu equivalent to the penalty payment for that day. This would equate to 12.075 hours time in lieu on a weekday (where 15% rates are payable); 15.75 time in lieu on a Saturday; and 21 hours time in lieu on a Sunday.

MINIMUM PAYMENT

325. The minimum payment for additional duty on a public holiday for each separate attendance will be four hours. Where more than one attendance is involved, the minimum payment provision will not operate to increase an Employee's additional remuneration beyond that to which the Employee would have been entitled had the Employee remained on duty from the commencing time of duty on one attendance to the ceasing time of duty on a subsequent attendance.

326. For the purposes of the foregoing:

- duty broken up by a meal period will not constitute more than one attendance; and
- the minimum extra payment will not be applicable to holiday ordinary duty which, disregarding meal periods, is continuous with ordinary duty occurring on the day preceding or on the day succeeding the holiday.

TWELVE-HOUR SHIFTS

327. The ACIC may introduce 12-hour shifts following consultation with Employees. Prior to the introduction of 12-hour shifts, a trial period will be undertaken, unless otherwise agreed between the Manager and affected Employees. The duration of the trial will be for a period of not less than six months.

ADDITIONAL DUTY

DEFINITION

328. Duty will be considered additional duty where:

- it is performed on any day which is outside the normal rostered ordinary hours of duty on that day; or
- it is performed in excess of the weekly hours of ordinary duty, or an average of the weekly hours of ordinary duty over a cycle of shifts.

DURATION

329. Employees performing 12-hour shifts should not normally perform additional duty where it will fall within a period of 12 hours on either side of a normal night shift.

330. In all but exceptional circumstance, the maximum length of time a person should have to remain on duty is 14 hours, including the 12-hour shift and a two-hour additional duty period before or after the shift.

331. Time in lieu is the standard form of recompense for all additional duty. The payment of additional duty may be authorised by a Manager where it is impractical for the Employee to take time in lieu within a reasonable time.

PAYMENTS AND RATES

332. Rates as per table:

Day	Rate
Monday to Saturday	Time and a half for the first three hours and double time after the first three hours.
Sunday	Double time.
Public Holidays—ordinary day	Time and a half (as Employees are already paid for the working day on a public holiday).
Public Holidays – outside ordinary day	Double time and a half.

EMERGENCY DUTY

333. Where a shiftworker is called on duty to meet an emergency at a time when the Employee would not ordinarily have been on duty, and no notice of such call was given to the Employee prior to ceasing ordinary duty, the Employee will be paid for such emergency duty at the rate of double time. The time for which payment will be made will include time necessarily spent in travelling to and from duty. The minimum payment will be two hours at double time. This provision will not apply to Employees whose duty for the day is varied by alteration of the commencement of the scheduled shift to meet an emergency duty.
334. Time off in lieu or payment for emergency additional duty is calculated as follows:

TOIL/Payment for Emergency Additional Duty	$\text{Annual Salary} \times 12/313/73.5 \text{ hours} \times \text{duty hours} \times 2$
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HIGHER DUTIES

335. Where a shiftworker is temporarily assigned to the duties of a higher position which is determined by the Manager to be filled for a continuous period of two shifts or more, the shiftworker will be paid at the base salary point of the classification except where partial performance arrangements apply.
336. A shiftworker may be paid for partial performance at a higher classification level. The duties to be performed and the amount paid will be determined by the appropriate Manager.

PART-TIME SHIFT ARRANGEMENTS


337. A part-time Employee working shift arrangements will have all entitlements of full-time Employees working shift arrangements available to them on a pro rata basis.

APPENDIX B: CLASSIFICATION AND REMUNERATION

CLASSIFICATION	Existing rates	On commencement 2.5% increase	12 months after commencement 2% increase	24 months after commencement 1.5% increase		
Executive Level 2						
EL2.3	\$132,276	\$135,583	\$138,295	\$140,369		
EL2.2	\$124,841	\$127,962	\$130,521	\$132,479		
EL2.1	\$117,402	\$120,337	\$122,744	\$124,585		
Executive Level 1						
EL1.4	\$113,288	\$116,120	\$118,443	\$120,219		
EL1.3	\$106,599	\$109,264	\$111,449	\$113,121		
EL1.2	\$99,910	\$102,408	\$104,456	\$106,023		
EL1.1	\$93,968	\$96,317	\$98,244	\$99,717		
APS6						
6.4	\$84,345	\$86,454	\$88,183	\$89,505		
6.3	\$80,706	\$82,724	\$84,378	\$85,644		
6.2	\$77,066	\$78,993	\$80,573	\$81,781		
6.1	\$74,533	\$76,396	\$77,924	\$79,093		
APS5						
5.4	\$72,435	\$74,246	\$75,731	\$76,867		
5.3	\$71,177	\$72,956	\$74,416	\$75,532		
5.2	\$69,684	\$71,426	\$72,855	\$73,947		
5.1	\$68,310	\$70,018	\$71,418	\$72,489		
APS4 & ICT Graduate						
4.4	\$66,987	\$68,662	\$70,035	\$71,085	ACIC Trainee	
4.3	\$65,223	\$66,854	\$68,191	\$69,214		
4.2	\$63,461	\$65,048	\$66,348	\$67,344		
4.1	\$61,694	\$63,236	\$64,501	\$65,469		
APS3 & APS Graduate						
3.4	\$60,578	\$62,092	\$63,334	\$64,284		
3.3	\$59,094	\$60,571	\$61,783	\$62,710		
3.2	\$57,611	\$59,051	\$60,232	\$61,136		
3.1	\$56,127	\$57,530	\$58,681	\$59,561		
APS2						
2.4	\$53,797	\$55,142	\$56,245	\$57,088		
2.3	\$52,035	\$53,336	\$54,403	\$55,219		
2.2	\$50,273	\$51,530	\$52,560	\$53,349		
2.1	\$48,515	\$49,728	\$50,722	\$51,483		
APS1						
1.4	\$46,675	\$47,842	\$48,799	\$49,531		
1.3	\$45,190	\$46,320	\$47,246	\$47,955		
1.2	\$43,711	\$44,804	\$45,700	\$46,385		
1.1	\$42,231	\$43,287	\$44,153	\$44,815		

APPENDIX C: DEFINITIONS

Terms	Meaning
ACIC	Australian Criminal Intelligence Commission
Agency	ACIC or a Department or Agency as defined in the <i>Public Service Act 1999</i> .
ACIC Operational Employee	An Executive Level Employee engaged in one of the following work groups: <ul style="list-style-type: none"> ▪ Physical and Technical Surveillance (PSU/TSU); ▪ Covert Human Source Unit (CHSU); and ▪ Operational Investigators
APS	Australian Public Service
Commonwealth	The Commonwealth of Australia
Employee	A person employed by the ACIC under and within the meaning of the <i>Public Service Act 1999</i>
Executive Level	Classifications of Executive Level 1 and Executive Level 2 Employees
Family/Immediate Family	A person who is related by blood or marriage, adoption, fostering or traditional kinship; or a person who stands in a demonstrated genuine domestic relationship with the Employee without discrimination as to sexual preference. Family includes a spouse (including a former spouse, a de facto partner or a former de facto partner), a child, or an adult child (including an adopted child, or a step child) a parent, grandparent, grandchild or sibling of the Employee or spouse of the Employee.
Fair Work Act, FW Act	The <i>Fair Work Act 2009</i>
FWC	Fair Work Commission
Flex time	Refers to the flex time system for APS1–APS6 Employees where time worked beyond ordinary working hours is compensated by time off work
Manager	The person to whom an Employee is answerable and who is authorised by the CEO to exercise the powers and responsibilities of manager in relation to that Employee
NCC	National Consultative Committee
Non-ongoing Employee	An Employee engaged under the <i>Public Service Act 1999</i> as non-ongoing
Ongoing Employee	An Employee engaged under the <i>Public Service Act 1999</i> as ongoing
PDS	Performance Development System
SES	Classifications of Senior Executive Service Band 1 and Senior Executive Service Band 2 Employees
Suitable Evidence	Evidence from a registered health practitioner including but not exclusively, medical practitioners, nurse practitioners, clinical psychologists, dentists, occupational therapists, physiotherapists, podiatrists, radiographers, chiropractors or opticians. Where it is not reasonably practical to provide a medical certificate due to extenuating circumstances, an Employee can provide a statutory declaration.
TOIL	Time Off In Lieu



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