



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Australian Criminal Intelligence Commission
(AG2024/555)

AUSTRALIAN CRIMINAL INTELLIGENCE COMMISSION ENTERPRISE AGREEMENT 2024-27

Commonwealth employment

DEPUTY PRESIDENT DEAN

CANBERRA, 14 MARCH 2024

Application for approval of the Australian Criminal Intelligence Commission Enterprise Agreement 2024-27.

[1] An application has been made for approval of an enterprise agreement known as the *Australian Criminal Intelligence Commission Enterprise Agreement 2024-27* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by the Australian Criminal Intelligence Commission. The Agreement is a single enterprise agreement.

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

[3] The Notice of Employee Representational Rights (NERR) given to employees contains the name of the Agreement which omits ‘2024-27’. I am satisfied that this constitutes a minor procedural or technical error for the purposes of s188(5)(a) of the Act and that the employees covered by the Agreement were not likely to have been disadvantaged by the error.

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

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 21 March 2024. The nominal expiry date of the Agreement is 28 February 2027.

DEPUTY PRESIDENT

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AUSTRALIAN
**CRIMINAL
INTELLIGENCE
COMMISSION**

Australian Criminal Intelligence Commission Enterprise Agreement 2024-2027

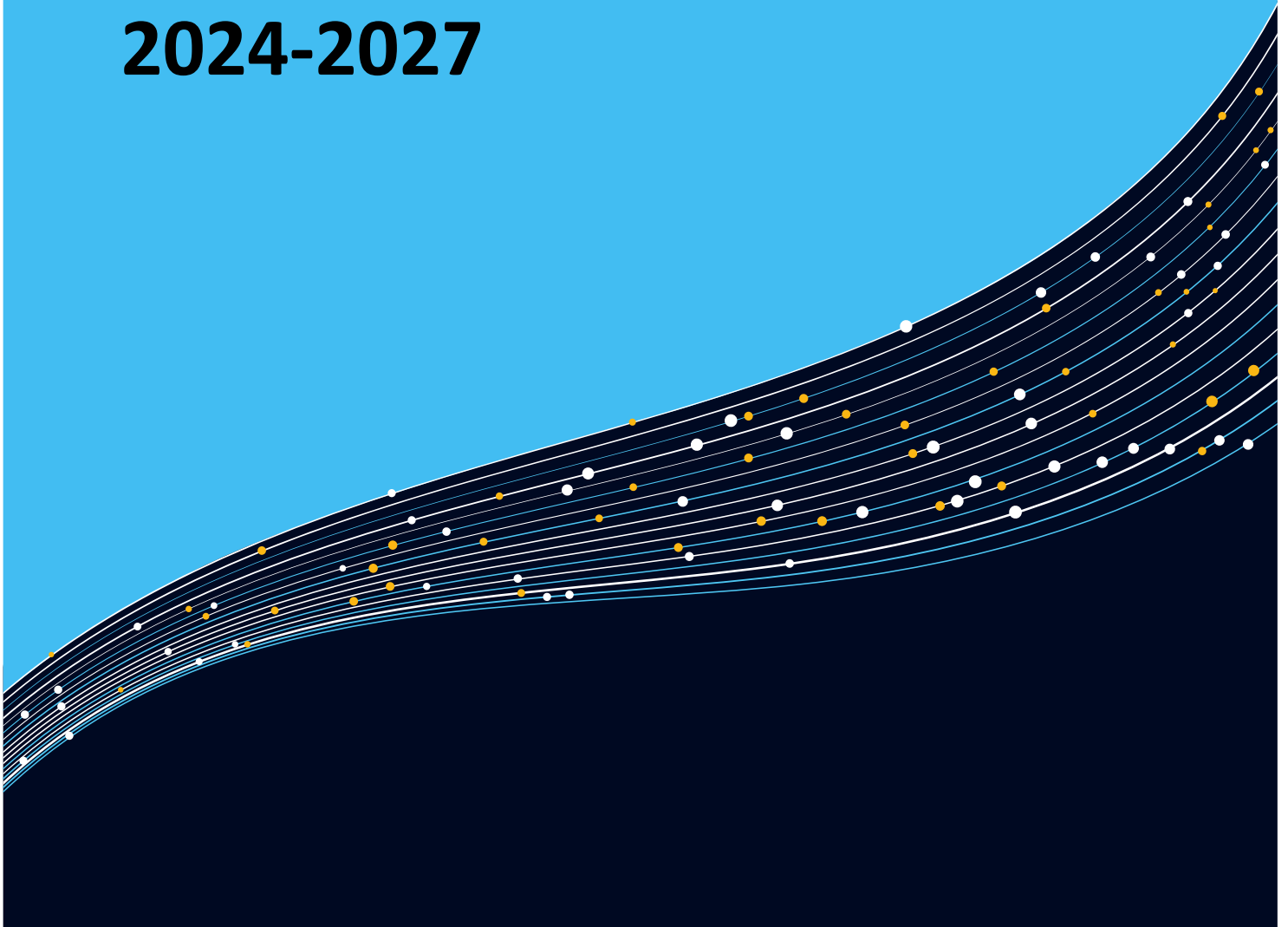


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Section 1 - Technical matters

Title

1. This agreement will be known as the Australian Criminal Intelligence Commission Enterprise Agreement 2024-27.

Parties to the agreement

2. This agreement covers:
 - 2.1 the CEO, for and on behalf of the Commonwealth of Australia as the employer;
 - 2.2 all employees in the ACIC employed under the PS Act other than:
 - a. Senior Executive Service employees or equivalent; and
 - 2.3 subject to notice being given in accordance with section 183 of the FW Act, the following employee organisation/s which were a bargaining representative for this agreement:
 - a. Community and Public Sector Union

Operation of the agreement

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

Delegations

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

National Employment Standards (NES) precedence

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

Closed comprehensive agreement

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

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

Individual flexibility arrangements

10. The CEO and 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:
 - a. arrangements about when work is performed;
 - b. overtime rates;
 - c. penalty rates;
 - d. allowances;
 - e. remuneration; and
 - f. leave and leave loading; and
 - 10.2 the arrangement meets the genuine needs of the ACIC and employee in relation to one or more of the mentioned in clause 10.1; and
 - 10.3 the arrangement is genuinely agreed to by the CEO and employee.
11. The agency must ensure that the terms of the individual flexibility arrangement:
 - 11.1 are about permitted matters under section 172 of the FW Act;
 - 11.2 are not unlawful terms under section 194 of the FW Act; and
 - 11.3 result in the employee being better off overall than the employee would be if no arrangement was made.
12. The CEO must ensure that the individual flexibility arrangement:
 - 12.1 is in writing;
 - 12.2 includes the name of the ACIC and employee;
 - 12.3 is signed by the CEO and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - 12.4 includes details of:
 - a. the terms of the enterprise agreement that will be varied by the arrangement;
 - b. how the arrangement will vary the effect of the terms;
 - c. 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
 - d. states the day on which the arrangement commences.
13. The ACIC must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

14. The CEO or employee may terminate the individual flexibility arrangement:
 - 14.1 by giving no more than 28 days written notice to the other party to the arrangement; or
 - 14.2 if the CEO and employee agree in writing – at any time.
15. The CEO and employee are to review the individual flexibility arrangement at least every 12 months.
16. Further information is available in the ACIC Individual Flexibility Arrangement Policy.

Definitions

17. The following definitions apply to this agreement:

ACIC means the Australian Criminal Intelligence Commission.

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.

Agreement means the Australian Criminal Intelligence Commission Enterprise Agreement 2024-27.

APS means the Australian Public Service.

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

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

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

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

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

CEO means the Chief Executive Officer of the Australian Criminal Intelligence Commission.

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

Child means a biological child, adopted child, foster child, step child, 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 member of the employee's household; or
- e. a person with whom the employee has a relationship of traditional kinship where there is a relationship or obligation, under customs and traditions of the community or group to which the employee belongs.

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

Full time employee means an employee employed to work an average of the ACIC's standard full-time hours: 37 hours 30 minutes per week (except for shiftworkers as outlined at Attachment B), in accordance with this agreement.

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

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 specific 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(a) of the PS Act.

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

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

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

Part-time employee means an employee whose ordinary hours are less than ACIC's standard working hours; 37 hours and 30 minutes per week (except shiftworkers as outlined at Attachment B), 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.

Span of hours means the bandwidth during which an employee can perform ordinary hours.

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.

Section 2: Remuneration

Salary

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

Payment of salary

21. An employee's base rate of pay (in accordance with Attachment A) will be the employee's salary for all purposes including for superannuation, overtime, severance and termination.
22. Where an employee enters into either salary sacrifice arrangements or purchased leave options, their salary will be determined as if arrangements had not been entered into.
23. 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

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

28. Where an employee commences ongoing employment in the agency immediately following a period of casual employment in the agency, the CEO will determine the employee's salary within the relevant salary range of the relevant classification which recognises the employee's prior service as a casual employee in the agency.
29. Where an APS employee moves to the agency at level from another APS agency, and their salary is above the maximum of the salary range for their classification, the CEO will maintain the employee's salary at that level, until it is absorbed into the salary range for that classification.
30. 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 classification) will be paid at the pay point within the classification range closest to, but not lower than their current salary.
31. Where the CEO determines that an employee's salary has been incorrectly set, the CEO may determine the correct salary and the date of effect.

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.

Incremental advancement

34. Effective 1 July each year, an employee will advance one salary point within their substantive salary range at the end of the annual performance cycle where the employee:
 - 34.1 has participated in the ACIC Performance Management Framework;
 - 34.2 has achieved at least a rating of "Performing Well" in the employee's most recent performance review;
 - 34.3 has at least six months of aggregated eligible service in the agency at or above the relevant classification level during the most recent annual performance management cycle. If an employee has less than 6 months of aggregate eligible service, the CEO may exercise their discretion to determine a higher salary under the salary setting clause in this agreement; and
 - 34.4 is not at the top pay point.

35. Eligible service for salary advancement will include:
 - 35.1 periods of paid and unpaid parental leave;
 - 35.2 period of unpaid leave that counts as service; and
 - 35.3 service while employed on a non-ongoing basis.
36. During a period of unpaid parental leave employees will be eligible to advance a maximum of one increment, regardless of the length of unpaid parental leave.
37. Employees who are acting at a higher classification, and satisfy other eligible criteria will be eligible for salary advancement at both their substantive and acting classifications.
38. Salary advancement while acting at a higher classification will be retained for future acting duties at, or promotion to, that classification regardless of elapsed time.
39. Casuals employees will not usually be eligible for incremental advancements, unless determined in writing by the CEO.
40. Further information is provided at section 8 of this agreement and in policy.

Superannuation

41. The ACIC will make compulsory employer contributions as required by the applicable legislation and fund requirements.
42. Employer superannuation contributions will be paid on behalf of employees during periods of paid leave that count as service.
43. The ACIC 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 ACIC's payroll system.
44. The ACIC will provide an employer contribution of 15.4 per cent of the employee's Fortnightly Contribution Salary (FCS) for employees in the Public Sector Superannuation Accumulation Plan (PSSap) and employees in other accumulation superannuation funds.
45. Employer contributions will be made for all employees covered by this agreement.
46. Employer contributions will not be reduced by any other contributions made through salary sacrifice arrangements.
47. Employer contributions will be paid on periods of unpaid parental leave in accordance with the requirements of the PSSap fund where the employee is a member of the PSSap, and up to a maximum of 52 weeks where the employee is a member of an accumulation fund other than PSSap.

Overpayments and underpayments

48. An overpayment occurs if the CEO (or the ACIC) 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).

49. Where the CEO considers that an overpayment has occurred, the CEO will provide the employee with notice in writing. The notice will provide details of the overpayment.
50. If an employee disagrees that there has been an overpayment including the amount of the overpayment, they will advise the CEO in writing within 28 calendar days of receiving the notice. In this event, no further action will be taken until the employee's response has been reviewed.
51. If after considering the employee's response (if any), the CEO 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.
52. The CEO and the employee will discuss a suitable recovery arrangement. A recovery arrangement will take into account the nature and amount of the debt, the employee's circumstances and any potential hardship to the employee. The arrangement will be documented in writing.
53. The ACIC and employee may agree to make deduction from final monies where there is an outstanding payment upon cessation of employment.
54. Interest will not be charged on overpayments.
55. Nothing in clause 48 to 54 prevents:
 - 55.1 the ACIC from pursuing recovery of the debt in accordance with an Accountable Authority Instruction issued under the *Public Governance, Performance and Accountability Act 2013*;
 - 55.2 the ACIC from pursuing recovery of the debt through other available legal avenues;
or
 - 55.3 the employee or the ACIC from seeking approval to waive the debt under the *Public Governance, Performance and Accountability Act 2013*.
56. 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

Salary packaging

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

Section 3: Allowances and reimbursements

Higher duties allowance

59. Where a role needs to be filled for 2 or more working weeks, higher duties allowance will be paid to any employee temporary occupying the role acting at a classification level higher than their substantive classification level.
60. Higher duties allowance will be equal to the difference between the employees' current salary and the salary that would be payable if they were promoted to the higher classification level, or higher amount as otherwise determined by the CEO.
61. Where an employee is found to be eligible for salary progression at their acting classification level they will receive an appropriate increase in the rate of higher duties allowance. The employee's salary level will be retained for all future periods of acting regardless of elapsed time.
62. Where an employee is assigned only part of the higher duties, the CEO will determine the amount of allowance payable.
63. Higher duties allowance will be payable while an employee is acting at a higher classification level as part of a job sharing arrangement where the duration of the arrangement is at least 2 working weeks.
64. The CEO may shorten the qualifying period for higher duties allowance on a case-by-case basis.
65. Where a position is to be filled on a temporary basis that is expected to be for a period in excess of 3 months, an internal expression of interest process will normally be undertaken to fill that position

Team Leader Allowance

66. Employees performing the duties of an Executive Level team leader in a field or operational role as identified by the CEO will be entitled to an allowance of 10 per cent of their substantive salary.
67. The allowance is payable in recognition of the additional leadership and management responsibilities associated with employment in that role.
68. This allowance counts for superannuation purposes, subject to any superannuation rules or legislation that otherwise apply.

Human Source Management Allowance

69. An employee who is appointed by the CEO to undertake human source handling is entitled to an allowance for ad hoc human source management activities and action outside of the ordinary hours of work.
70. The allowance is \$5,000 per annum, paid fortnightly.
71. The allowance is in lieu of flextime, time off in lieu, overtime and restriction for time spent

undertaking these duties, unless otherwise determined by the CEO.

72. Where a period of additional hours that cannot be considered ad hoc are required, the CEO will approve access to flextime, TOIL, overtime or restriction.
73. This allowance counts for superannuation purposes, subject to any superannuation rules or legislation that otherwise apply.

AFP Special Member Allowance

74. Employees who have been issued with a valid Australian Federal Police Use of Force Permit will receive allowance of \$2,500 per annum, paid fortnightly.
75. The allowance ceases to be payable where an employee does not hold a valid permit or when the agency no longer requires the employee to hold a permit. A 3-month grace period will apply before ceasing payment of the allowance.
76. This allowance counts for superannuation purposes, subject to any superannuation rules or legislation that otherwise apply.

Field Allowance

77. Employees performing field surveillance or operational work and do not have regular access to facilities and amenities will be entitled to an allowance of \$1,500 per annum, paid fortnightly.
78. This allowance counts for superannuation purposes, subject to any superannuation rules or legislation that otherwise apply.

Meal Allowance

79. A meal allowance will be paid to an employee where they are directed to perform overtime in accordance with this agreement.
80. The amount of meal allowance will be the amount published by the Australian Taxation Commissioner as the reasonable amount for overtime meal expenses in the applicable determination.
81. Meal allowance will be payable where an:
 - 81.1 employee works more than two hours continuous overtime with ordinary hours; or
 - 81.2 five hours overtime on a non-ordinary work day.
82. An employee will not be provided with a meal allowance if they are provided with a meal.

Workplace responsibility allowances

83. A workplace responsibility allowance will be paid where an employee who is appointed by CEO or elected by eligible peers to one of the following roles:

83.1 First Aid Officer;

83.2 Health and Safety Representative;

83.3 Emergency Warden;

83.4 Harassment Contact Officer; and

83.5 Mental Health First Aid Officer.

84. An employee is not to receive more than one workplace responsibility allowance unless approved by the CEO due to operational requirements.

85. The minimum rate will be:

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

86. As a salary-related allowance, this value will continue to be increased in line with headline wage increases. These increases are incorporated in the minimum rates in the table above.

87. The full allowance is payable regardless of flexible work and part-time arrangements.

88. An employee's physical availability to undertake the role will be considered by agencies when appointing and reappointing employees to these roles. This is noting that not all workplace responsibility roles will necessarily require a physical presence in the workplace for the role to be successfully undertaken, such as Harassment Contact Officers, Mental First Aid Officers and Health and Safety Representatives depending on work group arrangements.

89. Casual employees who are eligible to receive a workplace responsibility allowance will be paid the full amount (noting the minimum rate), as varied from time to time provided they engage in work during any given pay cycle, irrespective of the frequency and duration of the work undertaken.

Community language allowance

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

91. 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 CEO for simple communication.	\$1,435 per annum	\$1,490 per annum	\$1,541 per annum
2	An employee who is certified by the National Accreditation Authority for Translators and Interpreters (NAATI) as a Translator or Interpreter at any level; or is assessed to be at the equivalent level by an individual or body approved by the CEO.	\$2,870 per annum	\$2,979 per annum	\$3,080 per annum

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

Expense on recall from leave

96. The CEO will pay an employee travel and incidental expenses reasonably incurred because:
- 96.1 the employee’s leave was cancelled; or
- 96.2 the employee is recalled to duty from leave.
97. The CEO may require the employee to provide evidence of their expenses incurred.

Reimbursement for loss or damage

98. The CEO will 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.

Section 4: Classifications and Broadbands

Classification structure

99. The classification structure for employees covered by this agreement comprised of:
- 99.1 Australian Public Service Level 1 (APS1) to Australian Public Service Level 6 (APS6);
 - 99.2 Executive Level 1 (EL1) to Executive Level 2 (EL2);
 - 99.3 ACIC Trainee Broadband (APS3 - APS4);
 - 99.4 ACIC Graduate Broadband (APS4 - APS5);
 - 99.5 ACIC APS Level Broadband (APS2 - APS3 and APS4 - APS6).

Broadbanding

100. This agreement provides for the following ACIC APS Level Broadbands:
- 100.1 ACIC APS Level Broadband APS2 - APS3
 - 100.2 ACIC APS Level Broadband APS4 - APS6
101. When an employee is assigned duties within a broadband, the employee retains a single approved classification within that broadband which reflect the work value of the duties being performed.
102. Advancement from a classification within a broadband to a higher classification within that broadband is subject to:
- 102.1 the availability of a vacant position at the higher classification level; and
 - 102.2 the employee having received a performance rating of at least performing well under the Performance Management Framework; and
 - 102.3 the employee having successfully completed probation (where relevant); and
 - 102.4 there is sufficient ongoing work required to be performed at the next classification level within the broadband; and
 - 102.5 the employee has undertaken any mandatory training and holds any mandatory or required qualifications for the higher position; and
 - 102.6 the employee has demonstrated the required capabilities for advancement to that classification level; and
 - 102.7 consideration as to whether the employee has been successful in an open merit selection process consistent with the PS Act.
103. Where the CEO is satisfied that the requirements of clause 102 have been met, advancement within the broadband will be approved.

104. Where an employee is a classification within a broadband, the employee retains that classification until they are formally assigned by the CEO the next classification above in accordance with the *Classification Rules 2000*.

ACIC Trainee Program

105. The CEO may engage a person as an ACIC Trainee.
106. The ACIC Trainee will be required to undertake a course of training determined by the CEO. Whilst undertaking the training, an ACIC will be paid a salary level within the APS3 classification of the ACIC Trainee Broadband.
107. Upon successful completion of the relevant training program the ACIC Trainee will be allocated a classification in accordance with the *Public Service Classification Rules 2000*.
108. Advancement through the ACIC Trainee Broadband to the APS4 classification will occur where:
- 108.1 an employee's performance is satisfactory; and
 - 108.2 the employee has the necessary skills and proficiencies to perform that work.

Graduates

109. ACIC graduates will normally be engaged at the first pay point of the APS4 classification.
110. The ACIC Graduate Broadband applies from the APS4 classification to the APS5 classification as part of their graduate engagement.
111. Upon the successful completion of the formal graduate program, graduates will progress through the ACIC Graduate Broadband to the minimum pay point of the APS5 classification where:
- 111.1 an ACIC graduate has completed the mandatory components of the program; and
 - 111.2 the employee has the necessary skills and proficiencies to perform that work.

Work Level Standards

112. 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

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

Reporting

114. Where a consultative committee is in place, the ACIC will report to the National 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 ACIC.

Pathways to permanency

115. The ACIC and the APS will comply with the casual conversion provision of the FW Act. In addition, the ACIC 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

116. A casual (irregular or intermittent) employee is defined in the definitions section.
117. A decision to expand the use of casual employees is subject to section 10 of this agreement.
118. The ACIC 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.
119. 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.
120. 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.
121. 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.
122. A casual employee who is eligible for a Workplace Responsibility Allowance will be paid the full amount.

Non-ongoing employment

123. A non-ongoing employee is defined in the definitions section.
124. Non-ongoing employees will generally have the same terms and conditions of employment as ongoing employees under this agreement's terms, except:
- 124.1 personal/carer's leave accrual at section 6;
 - 124.2 redundancy provisions at section 11, subject to clause 125.
125. If the non-ongoing employee's contract is not permitted by section 333E of the FW Act, then the redundancy provisions at section 11 will apply.
126. If the redundancy provisions apply to an employee under clause 125, the agency must adhere to the consultation requirements at section 10.

Working hours

127. The ordinary hours of work per fortnight for a full-time employee (except shiftworkers as outlined in Attachment B – Shift Work Arrangements) are 75 hours, which are to be performed on the basis of 7 hours 30 minutes per day, Monday to Friday.
128. An employee may be asked to work reasonable additional hours in accordance with the FW Act.
129. The span of hours (bandwidth) in which an employee may work ordinary hours is from 7:00am to 7:00pm, Monday to Friday, unless otherwise agreed as per clause 201.
130. The ordinary day is generally between 8:30am and 12:30pm, and 1:30pm and 5:00pm. Payment of salary, flex time and leave are based on the ordinary day.
131. The pattern of hours by which employees meet these hours of duty may be varied between manager and employee.
132. Employees may be required to work reasonable additional hours, however will ordinarily not be required to work more than:
- 132.1 nine hours on any day; or
 - 132.2 commence work without having at least eight hours break (plus reasonable travel time) after cessation of last period of duty.
133. An employee must not be required to work more than five hours without at least a 30-minute break for a meal.

Flex for APS 1-6 classifications

134. All APS1-6 employees (excluding shiftworkers) will have access to flex time provisions.
135. The approval of flex time is subject to operational requirements.
136. Employees are able to accumulate flex time as follows:

- 136.1 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 Accountable Authority Instructions.
 - 136.2 maximum of 22.5 hours or equivalent part time hours flex credit.
 - 136.3 Once an employee has accrued 22.5 hours or equivalent part time hours in flex credit, they must only work ordinary days until such time their flex credit is reduced or implement a plan to utilise the flex credits in consultation with their manager.
 - 136.4 In exceptional circumstances, the employee may accrue flex credit above 22.5 hours with the agreement of their manager.
137. An APS1- 6 employee who is travelling or on duty away from the employee's usual place of work will be able to claim for time necessarily spent in travel or on duty (exclusive of overtime) in excess of:
- 137.1 the employee's ordinary hours of work for the day; and
 - 137.2 the time necessarily spent travelling to and from home and the usual place of work.
138. Where an APS1 -6 employee is required travel on a weekend or public holiday, they are to claim time for all time necessarily spent in travel, unless overtime applies as directed by the CEO.

Executive Level Time off in Lieu (EL TOIL)

- 139. Executive level (EL) employees are sometimes required to work reasonable additional hours. Consistent with the NES, employees may refuse to work unreasonable additional hours.
- 140. 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 ACIC.
- 141. A manager is to grant TOIL in recognition of reasonable additional hours worked. TOIL granted to employees can be taken as whole or part days.
- 142. 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.
- 143. 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.
- 144. 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.
- 145. 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.

Reversion to standard hours

146. Following discussion with an employee, the CEO may direct that an employee to work standard hours where the CEO reasonably considers that:
 - 146.1 operational requirements require standard attendance; or
 - 146.2 the employee's attendance is unsatisfactory or they are misusing flexible working arrangements.
147. Where reversion to standard hours is being considered, the proposed action is be discussed with the affected employee and a written explanation of the reasons for requiring the employee to revert to standard hours be provided.
148. Access to flex time and EL TOIL will not be available where an employee is required to work standard hours. Flexible work arrangements may also be suspended following consultation with the employee and subject to clauses 187 to 190.
149. Where an employee has been reverted to standard hours, they will work the prescribed ordinary hours (or other standard hours determined to genuinely address the employee's needs) for a period of time at the discretion of the CEO.
150. The period of time that an employee is reverted to standard hours will be reviewed at regular intervals, at least monthly.

Overtime

151. As far as possible, flex time, EL TOIL or flexible working arrangements will be used to meet operational requirements.
152. APS1- 6 employees are entitled to overtime payment, if the CEO has directed that they perform additional duties, as follows:
 - 152.1 outside the employee's ordinary span of hours; or
 - 152.2 within that ordinary span of hours, but outside the ordinary hours of work the employee would work on that day (or is rostered to work on that day); or
 - 152.3 on a Saturday, Sunday or Public Holiday.
153. The employee may be directed to perform overtime, subject to requirements of the FW Act.
154. For overtime there must be:
 - 154.1 a direction given to the employee to perform the work before the work is performed;
 - 154.2 if circumstances do not permit a direction to be given before the work is performed, subsequent written approval.
155. The CEO may authorise overtime payment to an Executive Level employee in exceptional circumstances.
156. Overtime will be payable only to employees who do not have a flex time debit at the time of performing the additional duties. If an employee has a flex time debit and performs overtime, the flex time debit will be set-off at the same rate as the applicable overtime rate.

157. 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.
158. Overtime is calculated as follows:

Day of overtime	Rate of payment
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 half

159. The CEO may agree to paid time off at the equivalent overtime rate in lieu of an overtime payment.

Emergency duty

160. Where an APS1-6 employee is recalled to work without prior notice to meet an emergency, which is not continuous with employee's ordinary hours for that day and outside their ordinary span of 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.
161. Where more than one attendance is involved, the minimum overtime payment outlined at clause 160 will not operate to increase an employee's overtime remuneration beyond the amount which the employee would have 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.
162. The CEO may agree to paid time off at the equivalent rate in lieu of an overtime payment.
163. Where an Executive Level employee is recalled to work as per clause 160 EL TOIL arrangements will apply, unless other agreed by the CEO for overtime payment.

Restriction

164. The CEO may direct an employee to be contactable and available to perform duties outside the hours the employee attends for work (a restriction direction).
165. Employee may refuse a restriction direction in circumstances where it would be unreasonable having regard to:
- 165.1 any risk to employee health and safety;
 - 165.2 the employee's personal circumstances;
 - 165.3 the needs of the workplace;

- 165.4 the notice (if any) given by the manager of the restriction direction and by the employee of their intention to refuse it; and
- 165.5 any other relevant matter.
- 166. A restriction direction must be in writing, stating what the employee is directed to do and how that differs from the employee's normal work conditions.
- 167. An employee is entitled to an allowance if the employee is subject to a restriction direction.
- 168. The allowance is paid for each hour of part of an hour restricted as follows:
 - 168.1 7.5% on Monday to Friday;
 - 168.2 10% on Saturday and Sunday; and
 - 168.3 15% on public holidays.
- 169. If the CEO has granted a restriction allowance under clause 164, the salary for calculating the hourly rate of salary is taken to be the maximum salary payable to an employee at the EL1 classification.
- 170. Restriction allowance is not payable for any period for which the employee receives overtime payment.
- 171. If an employee who is subject to a restriction direction is required to perform duty, the relevant overtime provisions apply to the duty, subject to:
 - 171.1 if the employee is not recalled to the place of work to perform the duty – a one-hour minimum payment; or
 - 171.2 if the employee is recalled to a place of work to perform the duty – a three-hour minimum payment.
- 172. 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.

Shift work

- 173. Terms and conditions applying to shiftworkers are outlined at Attachment B – Shift Work Arrangements

Flexible working arrangements

- 174. The ACIC, employees and their union recognise:
 - 174.1 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;
 - 174.2 access to flexible work can support strategies to improve diversity in employment and leadership in the APS;

- 174.3 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;
 - 174.4 that flexibility applies to all roles in the ACIC, and different types of flexible working arrangements may be suitable for different types of roles or circumstances; and
 - 174.5 requests for flexible working arrangements are to be considered on a case-by-case basis, with a bias towards approving requests.
175. The ACIC is committed to engaging with employees and their union to build a culture that supports flexible working arrangements across the ACIC at all levels. This may include developing and implementing strategies through ACIC consultative committees
176. 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

177. The following provisions do not diminish an employee's entitlement under the NES.
178. An employee may make a request for a formal flexible working arrangement.
179. The request must:
- 179.1 be in writing;
 - 179.2 set out details of the change sought (including the type of arrangement sought and the proposed period the arrangement will operate for); and
 - 179.3 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.
180. The CEO must provide a written response to a request within 21 days of receiving the request.
181. The response must:
- 181.1 state that the CEO approves the request and provide the relevant detail in clause 182; or
 - 181.2 if following discussion between the manager 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
 - 181.3 state that the CEO refuses the request and include the following matters:
 - a. details of the reasons for the refusal; and
 - b. set out the agency's particular business grounds for refusing the request, explain how those grounds apply to the request; and
 - c. either:
 - i. 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

- ii. state that there are no such changes; and
 - d. 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 section 65B and 65C of the FW Act.
- 182. Where the CEO approves the request, this will form an arrangement between the agency and the employee. Each arrangement must be in writing and set out:
 - 182.1 any security and work health and safety requirements;
 - 182.2 a review date (subject to clause 186); and
 - 182.3 the cost of establishment (if any).
- 183. The CEO may refuse to approve the request only if:
 - 183.1 the manager has discussed the request with the employee; and
 - 183.2 the manager 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
 - 183.3 the manager and the employee have not reached such an agreement; and
 - 183.4 the manager has had regard to the consequences of the refusal for the employee; and
 - 183.5 the refusal is on reasonable business grounds.
- 184. Reasonable business grounds include, but are not limited to:
 - 184.1 the new working arrangements requested would be too costly for the ACIC;
 - 184.2 there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested;
 - 184.3 it would be impractical to change the working arrangements of other employees, or to recruit new employees, to accommodate the new working arrangements requested;
 - 184.4 the new working arrangements requested would be likely to result in a significant loss in efficiency or productivity;
 - 184.5 the new working arrangements requested would be likely to have a significant negative impact on customer service; and
 - 184.6 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.
- 185. For First Nations employees, the ACIC must consider connection to country and cultural obligation in responding to requests for altering the location of work.

186. Approved flexible working arrangements will be reviewed by the manager 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

187. An employee may request to vary an approved flexible working arrangement in accordance with clause 179. An employee may request to pause or terminate an approved flexible working arrangement.

188. The CEO may vary, pause or terminate an approved flexible working arrangement on reasonable business grounds, subject to clause 190.

189. The agency must provide reasonable notice if varying, pausing or terminating a flexible working arrangement without the agreement of the employee, having regard to the circumstances of the employee. Exceptions to this requirement are urgent and critical operational circumstances or an employee's demonstrated and repeated failure to comply with the agreed arrangements.

190. Prior to the CEO varying, pausing or terminating the arrangement under clause 188, the manager must have:

190.1 discussed with the employee their intention to vary, pause or terminate the arrangement with the employee;

190.2 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);

190.3 had regard to the consequences of the variation, pause or termination for the employee;

190.4 ensured the variation, pause or termination is on reasonable business grounds; and

190.5 informed the employee in writing of the variation, pause or termination to the approved flexible working arrangement, including details set out in clause 181.3.

Working from home

191. The ACIC 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.

192. The ACIC may provide equipment necessary for, or reimbursement, for all or part of the costs associated with establishing a working at home arrangement.

193. An employee working at home is covered by the same employment conditions as an employee working at an office site under this agreement.

194. The agency will provide employees with guidance on working from home safely.

195. Employees will not be required by the ACIC 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 ACIC will consider the circumstances of the employees and options to achieve work outcomes safely.

Ad-hoc arrangements

196. 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.
197. Employees should, where practicable, make the request in writing and provide as much notice as possible.
198. Requests for ad-hoc arrangements are not subject to the request and approval processes detailed in clauses 177 to 186.
199. The ACIC 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.
200. Where a regular pattern of requests for ad-hoc arrangements from an employee emerges, the ACIC should consider whether it is appropriate to seek to formalise the arrangement with the employee.

Altering span of hours

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

Part-time work

202. A part time employee is an employee whose ordinary hours are less than ACIC's standard working hours; 37 hours and 30 minutes per week or the agency's retained standard full-time working hours, in accordance with this agreement.
203. An employee may enter into part time arrangements where agreed between the CEO and the employee.
204. Employees engaged on a full-time basis will not be compelled to convert to part-time employment.
205. Employees engaged on a part-time basis will not be compelled to convert to full-time employment.
206. Remuneration and other conditions are calculated on a pro rata basis, other than expense-related conditions and where provided for in this agreement or legislation.

Location of Work

207. The employee's standard, normal or usual location of work will be the designated office location identified in the employee's letter of offer. If no designated office location was specified on engagement, the CEO may specify a designated office location by advising the employee in writing.
208. The CEO and employee may agree to vary the employee's designated office location on a temporary or permanent basis.

209. An employee's standard location of work may be temporarily changed in circumstances such as:
- 209.1 an emergency or natural disaster;
 - 209.2 a government direction or public health order;
 - 209.3 necessity to ensure compliance with work, health and safety legislation; or
 - 209.4 temporary disruption or closure of an office.
210. If an employee's standard location of work is changed on a temporary basis, the CEO will provide the employee with as much prior notice as practicable in the circumstances.

Security requirements

211. All ACIC employees must hold a Negative Vetting Level 1 or higher security clearance.
212. 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.

Agency shutdown

213. 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.
214. If an employee is directed by the CEO to work during this shutdown period, the employee will be eligible for overtime or paid time off at the relevant overtime rate.
215. A part-time employee will observe the agency shutdown based on their ordinary hours of work.

Public holidays

216. Employees are entitled to the following holidays each year as observed at their normal work location in accordance with the FW Act:
- 216.1 1 January (New Year's Day);
 - 216.2 26 January (Australia Day);
 - 216.3 Good Friday and the following Monday;
 - 216.4 25 April (Anzac Day);
 - 216.5 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);
 - 216.6 25 December (Christmas Day);
 - 216.7 26 December (Boxing Day); and

- 216.8 any other day, or part day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a public holiday, other than a day or part day, or a kind of day or part day, that is excluded by the *Fair Work Regulations 2009* from counting as a public holiday.
217. 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.
218. 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.
219. The CEO and an employee may agree to substitute a cultural or religious day of significance to the employee for any day that is a prescribed holiday. If the employee cannot work on the prescribed holiday, the employee will be required to work make-up time at times to be agreed. This substitution does not impact or reduce an employee's entitlement to First Nations ceremonial leave, NAIDOC leave or cultural leave.
220. Where an employee substitutes a public holiday for another day, they will not be paid penalty rates for working their normal hours on the public holiday.
221. Where a public holiday falls during a period when an employee is absent on leave (other than annual leave, paid personal/carer's leave, purchased 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).
222. 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 216.
223. 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.
224. Where a full time employee, including but not limited to employees on compressed hours, has a regular planned day off which would fall on a public holiday, the CEO may allow the employee to change their planned day off so that it does not fall on a public holiday. If it is not possible to change their planned day off, the employee will be credited an equivalent amount of time to their regular hours for the day in flex credits or EL TOIL in recognition of their planned day off.
225. Arrangements for shiftworkers in relation to public holidays is outlined at Attachment B – Shift Work Arrangements.

Section 6: Leave

Annual leave

226. Employees (other than casual employees) are entitled to 4 weeks (20 days) paid annual leave per year of service, accruing daily, credited on the 1st of each month in arrears. Annual leave for part-time employees accrues on a pro-rata basis.
227. Annual leave may be taken at half pay. However, unless approved by the CEO (or delegate), it may not be taken at half pay where the employee has an excessive leave balance.
228. Employees working shift arrangements will accrue an additional 3.75 hours of paid annual leave for each Sunday and public holiday worked, up to a maximum of 37.5 hours, credited on the 1st of each month in arrears. A rostered shift of 3 hours or more which commences or ceases on a Sunday or public holiday will count for this calculation.
229. Annual leave will not accrue during any period of leave that does not count as service.
230. Where annual leave is cancelled or the employee is recalled to duty refer to clause 96-97 of this agreement.
231. Employees will receive payment in lieu of any untaken annual leave upon separation from the APS. The amount of annual leave paid on separation will be the same as if the employee has taken the leave.
232. 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 at Attachment B – Shift Work Arrangements.
233. Employees may be directed to take annual leave, with four weeks written notice, if they are:
 - 233.1 full time and have a balance in excess of 40 working days or the equivalent for part-time employees (pro rata amount); or
 - 233.2 shiftworkers and have a balance in excess of 40 working days based on their current ordinary hours.

Cashing out of annual leave

234. The CEO may approve an employee to cash out annual leave if they have:
 - 234.1 taken at least two weeks of annual leave or long service leave in the preceding 12 months;
 - 234.2 will have a balance of at least four weeks annual leave after the cash out;
 - 234.3 not made another election in the preceding 12 months; and
 - 234.4 agreement in writing to do so.
235. The employee will be paid the full amount that would have been paid had the employee taken the entitlement as leave.

Purchased leave

- 236. Ongoing employees may purchase up to four additional weeks leave on a 12-month period. This is funded by salary deductions over a 12-month period (26 pay days), or a lesser period as agreed. Calculations will be based on an employee's gross annual salary and any allowances that would be paid at the time the purchased leave is taken.
- 237. The CEO may approve, in exceptional circumstances purchased leave for a non-ongoing employee.
- 238. Purchased leave cannot be accumulated and must be used with the year applied. Any unused purchased leave that has been paid for by the employee after the 12-month period has ended will be refunded to the employee.
- 239. The minimum period of purchase leave to be taken at one time is one day, unless approved by the CEO.
- 240. Purchased leave will count as service for all purposes.
- 241. Upon ceasing employment, an employee agrees that any outstanding deductions for purchased leave will be treated as an overpayment and managed in accordance with clause 48 to 55. Alternatively, any amount to be refunded will be included in final monies to be paid.

Personal/carer's leave

Entitlement to personal/carer's leave

- 242. An employee will be entitled to 18 days paid personal/carers leave per annum (pro-rata for part-time employees).
- 243. Personal/carers leave at half pay may be approved by the CEO.

Accrual of personal/carer's leave

- 244. For an ongoing employee, 18 days personal/carer's leave will be credited upon the employee's commencement with the APS. After 12 months, the employee's leave will accrue daily, credited on the 1st of each month in advance. This is to be implemented by agencies by 1 January 2026.
- 245. For a non-ongoing employee, the personal/carer's leave will be credited upon the employee's commencement with the agency. This will be 18 days leave pro-rated based on the employee's initial contract period, and is capped at 18 days. After the initial contract period or 12 months, whichever is shorter, or where the employee has an existing entitlement to personal/carer's leave, leave will accrue daily, credited on the 1st of each month in advance.
- 246. A casual employee may be absent without pay when not fit for work due to personal illness or injury. A casual employee may access 2 days unpaid carer's leave per occasion, consistent with the NES.

Transitional arrangements

- 247. Where an agency does not currently provide for daily accrual of personal/carer's leave in subsequent years of employment, the agency may include transitional arrangements.

248. Where an employee:

248.1 has, or cares for someone with, a chronic condition or other ongoing illness; or

248.2 is recovering from surgery; or

248.3 is pregnant; or

248.4 is returning from parental leave or has a child commencing day care;

and, as a result of the transition to daily accrual of personal/carer's leave, does not have sufficient credit to cover an absence for which they would otherwise be able to take personal/carer's leave, the CEO will advance the employee's accrual up to the 12 month anniversary when their leave would otherwise be credited.

Usage

249. Personal/carer's leave to be used:

249.1 due to personal illness or injury;

249.2 to attend appointments with a registered health practitioner;

249.3 to manage a chronic condition;

249.4 to provide care or support for a family member (including a household member) or a person they have caring responsibilities for; because:

a. of a personal illness or injury affecting the person; or

b. of an unexpected emergency affecting the other person.

Carers

250. A person that an employee has caring responsibilities for may include a person who needs care because they:

250.1 have a medical condition, including when they are in hospital;

250.2 have a mental illness;

250.3 have a disability;

250.4 are frail or aged; and/or

250.5 are a child, not limited to a child of the employee.

Evidence

251. Evidence may be requested after:

251.1 more than 3 consecutive days; or

251.2 more than 8 days without evidence in a calendar year.

252. Acceptable evidence includes:

252.1 a certificate from a registered health practitioner;

252.2 a statutory declaration; or

252.3 another form of evidence approved by the CEO.

253. A certificate from a registered health practitioner may be used as evidence of a chronic condition for up to 12 months for both personal and carer's leave.

Portability of leave

254. Where an employee moves into the ACIC from another APS agency where they were an ongoing employee, the employee's unused accrued annual leave and personal/carer's leave will be transferred, provided there is no break in continuity of service.
255. Where an employee is engaged in the ACIC 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.
256. Where an employee is engaged as an ongoing employee in the ACIC, 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.
257. 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.
258. Where an employee is engaged as an ongoing employee in the ACIC, and immediately prior to the engagement the person was employed by a Commonwealth Government entity (other than in the Parliamentary Services which are covered in clause 255), the CEO will offer to recognise any unused accrued personal/carer's leave at the employee's request.
259. Where an employee is engaged as an ongoing employee in the ACIC, and immediately prior to the engagement the person was employed by a State or Territory Government, the CEO may recognise any unused accrued personal/carer's leave, provided there is not a break in continuity of service.
260. For the purposes of clause 254 to 259 an employee with a break in service of less than 2 months is considered to have continuity of service.

Re-crediting of leave

261. When an employee is on:
- 261.1 annual leave;
 - 261.2 purchased leave;
 - 261.3 defence reservist leave;
 - 261.4 First Nations ceremonial leave;
 - 261.5 NAIDOC leave;

261.6 cultural leave; or

261.7 long service leave; and

becomes eligible for, under legislation or this agreement:

261.8 personal/carer's leave;

261.9 compassionate or bereavement leave;

261.10 jury duty;

261.11 emergency services leave;

261.12 leave to attend to family and domestic violence circumstances; or

261.13 parental leave, premature birth leave, stillbirth leave or pregnancy loss leave;

the affected period of leave will be re-credited.

262. 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.

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

Long service leave

264. An employee is eligible for long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.

265. 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 261 to 263 of this agreement.

Miscellaneous leave

266. Miscellaneous leave provides flexibility for managers and employees by providing leave with or without pay for a variety of purposes.

267. 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.

268. 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.

269. 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*.

270. 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.

Cultural, ceremonial and NAIDOC leave

NAIDOC leave

- 271. Employees may access up to one day, of paid leave per calendar year, to participate in NAIDOC week activities.
- 272. NAIDOC leave can be taken in part days.

First Nations ceremonial leave

- 273. 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.
- 274. The CEO may approve additional leave for cultural or ceremonial purposes as miscellaneous leave, with or without pay.
- 275. First Nations ceremonial Leave can be taken as part days.
- 276. First Nations ceremonial leave is in addition to compassionate and bereavement leave.

Cultural leave

- 277. The CEO may grant up to 3 days of paid leave per calendar year for the purpose of attending significant religious or cultural obligations associated with the employees' particular faith or culture.
- 278. The CEO may approve additional leave for cultural purposes as miscellaneous leave, with or without pay.
- 279. Cultural leave can be taken as part days.
- 280. For the avoidance of doubt, this leave does not cover cultural purposes or obligations which are eligible for paid leave clause 273 to 276.

Parental leave

- 281. A primary caregiver, secondary caregiver and ML Act is defined in the definition sections.
- 282. 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.
- 283. 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.
- 284. Parental leave for adoptive or fostering purposes under this agreement is available from one month prior to the expected date of placement, subject to any legislation that takes precedent to this.

285. 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

286. An employee is entitled to parental leave with pay as per clauses 282 to 283 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.

287. Employees newly engaged in the agency or who have moved to the ACIC from another APS agency are eligible for the paid parental leave in clauses 282 to 283 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 282 to 283, the balance is available to the employee.

288. 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 2** below.

Table 2: Primary caregivers - circumstances for paid parental leave

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

289. An employee who is a **secondary caregiver** is entitled to parental leave with pay during the parental leave period as provided in **Table 3** below.

Table 3: Secondary caregivers - circumstances for paid parental leave

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

Period which coincides with the parental leave period for the secondary caregiver	Parental Leave with pay under this agreement
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

290. **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.
291. **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.
292. **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

293. 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:
- 293.1 is under 16 as at the day (or expected day) of placement;
 - 293.2 has not lived continuously with the employee for a period of six months or more as at the day (or expected day) of placement; and
 - 293.3 is not (otherwise than because of the adoption) a child of the employee or the employee's spouse or de facto partner.
294. 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

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

Pregnancy loss leave

297. A pregnant employee who experiences, or an employee whose spouse or partner experiences, pregnancy loss is entitled to one weeks' paid leave. Pregnancy loss is a miscarriage or other loss of pregnancy that occurs between 12 and 20 weeks' gestation that is not a stillbirth.

298. Pregnancy loss leave is in addition to entitlements to compassionate leave for miscarriage provided under the FW Act and this agreement.

Premature birth leave

299. 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

300. 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 299 until after the legislated paid maternity leave is used.

Compassionate leave

301. Employees will be eligible for 3 days paid compassionate leave on each occasion when:

301.1 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

301.2 the employee or their partner has a miscarriage.

302. An employee may be asked to provide evidence to support their absences on compassionate leave.

303. Compassionate leave for an occasion may be taken as 3 consecutive days or in separate periods totalling 3 days. This can include part days.

304. For casual employees, compassionate leave is unpaid.

Bereavement leave

305. Employees will be eligible for 3 days paid bereavement leave on each occasion when:

305.1 a member of their family (including a member of their household) or someone they had a close personal relationship with dies; or

305.2 a child is stillborn, where the child was a member of their family (including a member of their household).

306. An employee may be asked to provide evidence to support their absences on bereavement leave.

307. Bereavement leave for an occasion may be taken as 3 consecutive days or in separate periods totalling 3 days. This can include part days.

308. For casual employees, bereavement leave is unpaid.

Emergency response leave

309. 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:
- 309.1 the time engaged in the activity;
 - 309.2 reasonable travelling time; and
 - 309.3 reasonable recovery time.
310. Full-time and part-time employees will be able to access 20 working days of paid emergency response leave at full pay per year if required. The CEO may provide additional emergency response leave with pay.
- 310.1 For the purposes of this clause, full rate of pay is to be as if the employee was at work.
311. Paid leave may be refused where the employee's role is essential to the ACIC response to the emergency.
312. 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.
313. The CEO may approve reasonable paid or unpaid leave for ceremonial duties and training.
314. Emergency response leave, with or without pay, will count as service.

Jury duty

315. Section 8(f) of the *Jury Exemption Regulations 2019* (Cth) states that staff of the ACIC who are engaged under the PS Act, are exempt from liability to serve as jurors.
316. Employees summonsed for jury duty are required to follow standard processes in relation to notifying the relevant court of this exemption.

Defence reservist leave

317. The CEO will give an employee leave with or without pay to undertake:
- 317.1 Australian Defence Force (ADF) Reserve and continuous full-time service (CFTS); and
 - 317.2 Australian Defence Force Cadet obligations.
318. An employee who is a Defence Reservist can take leave with pay for:
- 318.1 up to 4 weeks (20 days) in each financial year (pro-rata for part time employees); and
 - 318.2 an extra 2 weeks (10 days) in the first year of ADF Reserve service (pro-rata for part time employees).
319. Leave can be built up and taken over 2 consecutive years. This includes the extra 2 weeks in the first year of service.

320. 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:
- 320.1 Australian Navy Cadets;
 - 320.2 Australian Army Cadets; and
 - 320.3 Australian Air Force Cadets.
321. In addition to the entitlement at clause 318 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.
322. Paid defence reservist leave counts for service.
323. Unpaid defence reservist leave for 6 months or less counts as service for all purposes. This includes periods of CFTS.
324. Unpaid leave taken over 6 months counts as service, except for annual leave.
325. An employee will not need to pay their tax free ADF Reserve salary to their agency for any reason.

Defence service sick leave

326. 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:
- 326.1 war-like service; or
 - 326.2 non-war like service.
327. An eligible employee can get 2 types of credits:
- 327.1 an initial credit of 9 weeks (45 days) defence service sick leave will apply as of the later below option:
 - a. they start employment with the APS;
 - b. DVA certifies the condition; or
 - 327.2 an annual credit of 3 weeks (15 days) defence service sick leave.
328. 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.
329. Unused annual credits can be built up to 9 weeks.
330. An employee cannot use annual credits until the initial credit is exhausted.
331. Defence service sick leave is paid and counts as service for all purposes.

Leave to attend proceedings

332. 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.
333. An employee who is not covered under clause 332 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 ACIC.
334. An employee may otherwise be granted paid or unpaid miscellaneous leave by the CEO if required to give evidence to a Court, Tribunal or Royal Commission for any other reason. Where approval for unpaid leave is given, the employee may elect to use accrued annual leave, flex leave or time off in lieu.
335. The CEO may refuse to release an employee from duty having regard to business requirements and whether the employee's attendance is necessary for the Court, Tribunal or Royal Commission hearing.

Unauthorised absence

336. 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.
337. Where an employee has been on unauthorised absence for 14 working days or has been on unauthorised absences for frequent short periods aggregating to 14 working 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.

Section 7: Employee support and workplace culture

Blood donation

338. 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.
339. The employee must inform their manager in advance of when they will be away from work before donating blood, plasma or platelets.

Vaccinations

340. The ACIC will offer annual influenza vaccinations to all employees at no cost.
341. Where the ACIC requires an employee performing a roles to be vaccinated for a particular condition, this vaccination will be offered at no expense to the employee.

Employee Assistance Program

342. Employees and their families 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 ACIC and will be accessible on paid time.

Respect at work

Principles

343. The ACIC values a safe, respectful and inclusive workplace free from physical and psychological harm, harassment, discrimination and bullying. The ACIC recognises that preventing sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace is a priority.
344. The ACIC 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

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

Family and domestic violence support

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

347. The ACIC recognises that a holistic approach should be taken to support the employee, appropriate for the employee's individual circumstances.
348. Family and domestic violence support provisions, including paid leave, are available to all employees covered by this agreement.
349. An employee experiencing family and domestic violence support 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:
 - 349.1 illness or injury affecting the employee resulting from family and domestic violence;
 - 349.2 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;
 - 349.3 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;
 - 349.4 making arrangements for the employee's safety, or the safety of a close relative;
 - 349.5 accessing alternative accommodation;
 - 349.6 accessing police services;
 - 349.7 attending court hearings;
 - 349.8 attending counselling; and
 - 349.9 attending appointments with medical, financial or legal professionals.
350. 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.
351. 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.
352. These provisions do not reduce an employee's entitlement to family and domestic violence leave under the NES.
353. 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.
354. 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.
355. Evidence may be requested to support the ACIC 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 ACIC will require, unless the employee chooses to provide another form of evidence.
356. 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.

357. The ACIC will take all reasonable measures to treat information relating to family and domestic violence confidentially. The ACIC will adopt a 'needs to know' approach regarding communication of an employee's experience of family and domestic violence, subject to steps the ACIC may need to take to ensure the safety of the employee, other employees or persons, or mandatory reporting requirements.
358. Where the ACIC needs to disclose confidential information for purposes identified in clause 357 where it is possible the ACIC will seek the employee's consent and take practical steps to minimize any associated safety risks for the employee and/or privacy breaches.
359. The ACIC 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.
360. 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.
361. The ACIC 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.
362. 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

363. The ACIC 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 ACIC decisions.
364. 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.
365. Employees can, during their ordinary work hours, take time to:
 - 365.1 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
 - 365.2 attend ACIC mandated training about integrity.

First Nations cultural competency training

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

367. 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

368. Reasonable paid time during work hours will be provided for lactation breaks for breastfeeding, expressing milk and other associated activities.
369. The ACIC will provide access to appropriate facilities for the purpose of breastfeeding or expressing milk, subject to clause 370. In considering whether a space is appropriate, an agency should consider whether:
- 369.1 there is access to refrigeration;
 - 369.2 the space is lockable; and
 - 369.3 there are facilities needed for expressing such as appropriate seating.
370. Where it is not practicable for an agency site to have a designated space, a flexible approach will be taken so that the employee can access the support required.
371. The ACIC will facilitate discussion between individual employees and their managers about accommodating the employee's lactation needs and practical arrangements to meet these needs.
372. 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.
373. Further information is available in policy.

Disaster support

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

Section 8: Performance and development

Performance management framework

377. The ACIC performance framework is based on the following principles:
- 377.1 employees and managers are to actively participate in the ACIC Performance Management Framework;
 - 377.2 setting performance deliverables, expectations and measures;
 - 377.3 building capability and development;
 - 377.4 ongoing communication, including the 'no surprises' concept;
 - 377.5 procedural fairness in performance management processes; and
 - 377.6 support for employees and managers.
378. The performance management cycle is 1 July to 30 June each year.
379. Employee performance will be assessed on the following rating scale (or equivalent):
- 379.1 High Performing
 - 379.2 Performing Well
 - 379.3 Requirements Improvement
380. To be eligible for salary increases as outlined at clauses 34 to 40, employees must participate in the ACIC Performance Management Framework.
381. Employees who take all reasonable steps to complete formal requirements of the performance cycle associated with the ACIC Performance Management Framework will be eligible for salary increases under this agreement
382. The ACIC's Performance Management Policy, as varied from time to time sets out further information.

Managing underperformance

383. The ACIC will manage underperformance in accordance with the ACIC's Underperformance Policy.
384. An employee will be provided no less than 20 working days to improve their performance from formal notice of underperformance.
385. A formal performance improvement process can be commenced at any time in the performance cycle.
386. Outcomes of an underperformance process will be in accordance with the PS Act.
387. Employee support during an underperformance process is outlined at clause 468.

Workloads

388. The ACIC 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.
389. When determining workloads for an employee or group of employees, the ACIC will consider the need for employees to strike a balance between their work and personal life.
390. Where an employee or group of employees raise that they have experienced significant workload pressures over a prolonged period of time, the ACIC 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 support

391. Study support is available to:
- 391.1 ongoing (permanent) ACIC employees;
 - 391.2 non-ongoing ACIC employees after three months performance of their contract unless otherwise agreed, and at the discretion of their manager;
 - 391.3 seconded employees, should they apply for study support through their home agency.
392. Study support is available through leave and financial assistance in accordance with the ACIC Study Support Policy.
393. Study support leave is available:
- 393.1 up to a maximum of 7.5 hours per week, subject to the ACIC Study Support Policy.
 - 393.2 up to a maximum of 15 hours per week, subject to the ACIC Study Support Policy, for employees who identify as Aboriginal and Torres Strait Islander or with a disability.
394. Study support leave may be accessed as whole or part days. Managers and employees may agree on flexible use of the study leave.

Professional qualifications

395. 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.
396. The ACIC may meet the cost of professional membership or continuing education where doing may benefit the agency.

Section 9: Travel and location-based conditions

Travel allowance and expenses

397. 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.
398. An allowance for part-day travel will be paid where an employee is required to travel for official purposes, but where no overnight stay is required.
399. The meals component of the travel allowance will not be paid where meals are otherwise provided by the ACIC or another organisation.
400. The rate of travel allowance will be increased as determined by the CEO.
401. All accommodation and travel expenses for work related travel will be paid for by the ACIC. Reasonable additional expenses occurred in relation to official travel may be reimbursed, subject to the approval of the CEO and provision of receipts.
402. 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.
403. If an employee chooses to stay in accommodation other than ACIC provided accommodation, they will be paid an allowance of \$72 per night.
404. 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 provisions of accommodation until they are able to return home. Satisfactory medical evidence will be required.
405. 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.
406. 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 and incidentals and other relevant costs incurred on official travel.
407. Further information is available in the ACIC Travel Policy and Procedure.

Domestic and international travel

408. The class of travel when an employee is required to travel by air on official business will be determined by the CEO considering, but not limited to:
 - 408.1 employee health and safety, including physical and psychosocial factors, personal health factors, and disability or any reasonable adjustments required;
 - 408.2 distance travelled and time changes involved;
 - 408.3 nature of the duties to be carried out on arrival at the destination;

- 408.4 ability for the employee to take an appropriate rest period between arrival and commencement of duty;
- 408.5 any other relevant consideration.

Relocation assistance

- 409. Where an existing employee is required to relocate at the request of the ACIC (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.
- 410. The CEO may determine the extent of financial assistance payable to an employee for relocation from one locality to another on temporary reassignment in excess of 21 calendar days.
- 411. Where an employee is required to relocate on engagement with the ACIC, the employee will be provided with financial relocation assistance.
- 412. Reasonable expenses associated with the relocation include:
 - 412.1 the cost of transport of the employee, their dependants and partner by the most economical means;
 - 412.2 removal expenses, namely the reimbursement of reasonable incurred costs of the removal of furniture and household effects of the employee, dependants and partner;
 - 412.3 the reimbursement of the cost of the insurance premium based on a reasonable replacement value; and
 - 412.4 the reasonably incurred expenses in kennelling and transport of pets, up to the amount specified in the APS Award.
- 413. Additional relocation assistance may be considered by CEO discretion.

Remote localities

- 414. An employee required to relocate to a designated remote locality will be entitled to financial assistance as per the ACIC Remote Localities Assistance Policy.

Overseas posting and deployments

- 415. Employees on an overseas posting or deployment will receive additional terms and conditions as determined by the CEO.
- 416. The following policies will be used for the CEO to determine appropriate terms and conditions that may apply to employees:
 - 416.1 ACIC Overseas Conditions of Service Policy; or
 - 416.2 DFAT Whole of Government overseas conditions.

417. Where conditions of service change as a result of a policy update or change by the CEO during an employee's posting or deployment, the employee will maintain more advantageous conditions of service until the end of their posting or deployment. This does not include conditions of service that have a variable factor.
418. The ACIC will make every effort to consult with employees on overseas posting or deployment before making changes to the policy.

Section 10: Consultation, representation and dispute resolution

Consultation

Principles

419. 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.
420. The ACIC recognises:
- 420.1 the importance of inclusive and respectful consultative arrangements;
 - 420.2 employees and the relevant union(s) should have a genuine opportunity to influence decisions;
 - 420.3 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;
 - 420.4 consultation with employees and relevant unions(s) on workplace matters that significantly affect or materially impact them is sound management practice; and
 - 420.5 the benefits of employee and union involvement and the right of employees to be represented by their union.
421. Genuine and effective consultation involves:
- 421.1 providing employees and the relevant union(s) with a genuine opportunity to influence the decision prior to a decision being made;
 - 421.2 providing all relevant information to employees and the relevant union(s) in a timely manner to support consideration of the issues;
 - 421.3 considering feedback from employees and the relevant union(s) in the decision-making process; and
 - 421.4 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

422. Consultation is required in relation to:
- 422.1 changes to work practices which materially alter how an employee carries out their work;
 - 422.2 changes to or the introduction of policies or guidelines relevant to workplace matters (unless the changes are minor or procedural);
 - 422.3 major change that is likely to have a significant effect on employees;

- 422.4 implementation of decisions that significantly affect employees;
 - 422.5 changes to employees' regular roster or ordinary hours of work (subject to any other relevant provisions in this agreement); and
 - 422.6 other workplace matters that are likely to significantly or materially impact employees.
423. The ACIC, 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

424. This clause applies if the ACIC:
- 424.1 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
 - 424.2 proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Representation

425. 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.
426. The ACIC must recognise the representative if:
- 426.1 a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - 426.2 the employee or employees advise the employer of the identity of the representative.

Major change

427. In this clause, a major change is **likely to have a significant effect on employees** if it results in, for example:
- 427.1 the termination of the employment of employees; or
 - 427.2 major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - 427.3 the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - 427.4 the alteration of hours of work; or
 - 427.5 the need to retrain employees; or
 - 427.6 the need to relocate employees to another workplace; or
 - 427.7 the restructuring of jobs.

428. The following additional consultation requirements in clause 429 to 435 apply to a proposal to introduce a major change referred to in clause 422.3
429. Consultation with employees and the relevant union(s) and/or recognised representatives will occur prior to a decision being made, subject to clause 423.
430. Where practicable, an ACIC 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.
431. The ACIC must notify employees and relevant union(s) and/or recognised representatives of the proposal to introduce the major change as soon as practicable.
432. As soon as practicable after proposing the change, or notifying of the change in circumstances described at clause 423, the ACIC must:
- 432.1 discuss with affected employees and relevant union(s) and/or other recognised representatives:
 - a. the proposed change;
 - b. the effect the proposed change is likely to have on the employees; and
 - c. proposed measures to avert or mitigate the adverse effect of the proposed change on the employees; and
 - 432.2 for the purposes of the discussion – provide, in writing, to employees and the relevant union(s) and/or other recognised representatives:
 - a. all relevant information about the proposed change, including the nature of the change proposed; and
 - b. information about the expected effects of the proposed change on the employees; and
 - c. any other matters likely to affect the employees.
433. The ACIC 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.
434. However, the ACIC is not required to disclose confidential or commercially sensitive information to employees and the relevant union(s) and/or other recognised representatives.
435. 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 ACIC, the requirements set out in clauses 429 to 434 are taken not to apply.

Change to regular roster or ordinary hours of work

436. The following additional consultation requirements in clause 437 to 439 apply to a proposal to introduce a change referred to in clause 422.5.
437. The ACIC must notify affected employees and the relevant union(s) and/or other recognised representatives of the proposed change.
438. As soon as practicable after proposing to introduce the change, the ACIC must:

- 438.1 discuss with employees and the relevant union(s) and/or other recognised representatives the proposed introduction of the change; and
 - 438.2 for the purposes of the discussion – provide to the employees and relevant union(s) and/or other recognised representatives:
 - a. all relevant information about the proposed change, including the nature of the proposed change; and
 - b. information about what the employer reasonably believes will be the effects of the proposed change on the employees; and
 - c. information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - 438.3 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 ACIC is not required to disclose confidential or commercially sensitive information to the relevant employees and the relevant union(s) and/or other recognised representatives.
439. The ACIC 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

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

Agency consultative committee

- 441. The CEO may establish an agency consultative committee to discuss relevant workplace matters.
- 442. ACIC consultative committees will operate subject to an agreed terms of reference and structure for the term of the agreement. Representation on the committee will be in accordance with the terms of reference.
- 443. The ACIC will maintain National and Local Consultative Committees for the life of this Agreement.
- 444. The purpose of the National Consultative Committee (NCC) is to provide a forum to be conducted at a minimum twice a year to facilitate consultation between management and employees through their representatives on issues which affect the ACIC nationally.
- 445. The NCC will be comprised of employee (including employee union delegates) and management representatives.
- 446. Local Consultative Committees (LCC) are to occur locally as determined by the CEO. The structure of the LCC is to be determined on composition of office locations and staffing levels of the ACIC.
- 447. Further information on the terms of reference for the National and Local Consultative Committees is outlined in policy.

APS consultative committee

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

Dispute resolution

449. If a dispute relates to:
- 449.1 a matter arising under the agreement; or
 - 449.2 the National Employment Standards;
- this term sets out procedures to settle the dispute.
450. An employee or union who is covered by this agreement may initiate and/or be a party to a dispute under this term.
451. 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.
452. 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.
453. 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 452 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.
454. The Fair Work Commission may deal with the dispute in 2 stages:
- 454.1 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
 - 454.2 if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - a. arbitrate the dispute; and
 - b. make a determination that is binding on the parties.

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

455. While the parties are attempting to resolve the dispute using the procedures in this term:
- 455.1 an employee must continue to perform their work as they would normally in accordance with established custom and practice at the ACIC that existed immediately prior to the dispute arising unless they have a reasonable concern about an imminent risk to their health or safety; and

- 455.2 subject to 455.1 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:
- a. the work is not safe; or
 - b. applicable work health and safety legislation would not permit the work to be performed; or
 - c. the work is not appropriate for the employee to perform; or
 - d. there are other reasonable grounds for the employee to refuse to comply with the direction.
456. The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.
457. Any disputes arising under the Australian Criminal Intelligent Commission Enterprise Agreement 2016-2019 or the National Employment Standards that were formally notified under clauses 254-261 of that agreement before the commencement of this agreement, that remain unresolved at the date of commencement of this agreement, will be progressed under the dispute resolution procedures in this agreement.

Leave of absence to attend proceedings

458. Where the provisions of clause 449 to 453 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 450, 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 453.

Delegates' rights

459. 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.
460. The role of union delegates is to be respected and supported.
461. The ACIC and union delegates will work together respectfully and collaboratively.

Supporting the role of union delegates

462. The ACIC respects the role of union delegates to:
- 462.1 provide information, consult with and seek feedback from employees in the workplace on workplace matters;
 - 462.2 consult with other delegates and union officials, and get advice and assistance from union officials;
 - 462.3 represent the interests of members to the employer and industrial tribunals; and
 - 462.4 represent members at relevant union forums, consultative committees or bargaining.

463. The ACIC 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.
464. Union delegates will be provided with reasonable paid time during their normal working hours to perform their union delegate role. The paid time provided should not result in disruption to critical services or operational requirements.
465. To support the role of union delegates, the ACIC will, subject to legislative and operational requirements, including privacy and security requirements:
- 465.1 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;
 - 465.2 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;
 - 465.3 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;
 - 465.4 provide access to new employees as part of induction; and
 - 465.5 provide reasonable access to union delegates to attend appropriate paid time training in workplace relations matters, during normal working hours.
466. 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 ACIC before speaking publicly in that capacity, subject to the APS Code of Conduct and legislative requirements.

Employee representational rights

467. Employees have the right to representation and freedom of association in the workplace. An employee may choose a union employee delegate or employee representative to support or represent them in employment related matters.
468. An employee may have a support person (who may be a union representative) at any stage of the performance process. All parties in a performance process will undertake discussions constructively. The support person's role may facilitate and may supplement direct discussions between the employee and their supervisor.

Section 11: Separation and retention

Resignation

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

Payment on death of an employee

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

Redeployment, retraining, redundancy

- 473. The following provisions will apply in relation to an excess employee. For the purpose of this clause an ongoing employee is excess if:
 - 473.1 they are 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;
 - 473.2 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
 - 473.3 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.
- 474. The provisions of this section do not apply to ongoing employees who are on probation or to non-ongoing employees, unless the employee's contact is not permitted by section 333E of the FW Act
- 475. 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.
- 476. Discussion with the potentially excess employee will be held to determine:
 - 476.1 any redeployment opportunities for the employee concerned; and

- 476.2 whether voluntary retrenchment might be appropriate.
477. During these discussions, an employee may elect to be represented by an employee representative of their choice.
478. Where an employee is likely to become excess the CEO will discuss the situation, where relevant employees so request, with chosen employee representatives.
479. 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:
- 479.1 invite the potentially excess employee to elect voluntary retrenchment; or
- 479.2 declare the employee excess.
480. 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

481. Where the CEO invites an excess employee to do so, they will have up to one month to elect for voluntary retrenchment.
482. Only one invitation to elect for voluntary retrenchment will be made to an employee.
483. An employee who has been invited to elect to take voluntary redundancy will be given information on:
- 483.1 amount of redundancy pay and paid-out leave credits;
- 483.2 amount of accumulated superannuation contributions;
- 483.3 options open to the employee concerning superannuation;
- 483.4 taxation rules applying to various payments; and
- 483.5 the availability of assistance up to a maximum amount of \$400 for career and financial counselling.

Period of notice

484. Where an excess employee agrees to be voluntarily retrenched, the CEO can terminate the employee under section 29 of the PS Act on the grounds that the employee is excess to the requirements of the ACIC.
485. The period of notice will be four weeks (or five weeks for employees over 45 years of age with at least two years of continuous service).
486. 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

487. An employee who elects for voluntary retrenchment and whose employment is terminated by the CEO under section 29 of the PS Act, 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 NES.
488. The minimum severance benefit payable will be four weeks salary and the maximum will be 48 weeks salary.
489. 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.
490. Subject to clauses 491 to 492, service for redundancy pay purposes means:
- 490.1 service with the ACIC;
 - 490.2 government service as defined in section 10 of the *Long Service Leave (Commonwealth Employees) Act 1976*;
 - 490.3 service with the Australian Defence Forces;
 - 490.4 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;
 - 490.5 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
 - 490.6 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.
491. For earlier periods of service to count, there must be no breaks between the periods of service, except where:
- 491.1 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
 - 491.2 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*.
492. Any period of service which ceased by way of:
- 492.1 termination under section 29 of the PS Act;

- 492.2 prior to the commencement of the PS Act, 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;
 - 492.3 voluntary retirement at or above the minimum retiring age that is applicable to the employee; or
 - 492.4 where they receive an employer financed retirement benefit;
- will not count as service for redundancy pay purposes.

Rate of payment – redundancy benefit

493. For the purpose of calculation of entitlements under this clause, salary will include:
- 493.1 the employee’s base salary; or
 - 493.2 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
 - 493.3 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

494. Unless the employee agrees, an excess employee’s employment will not be involuntarily terminated by the CEO under section 29 of the PS Act until the following retention periods have elapsed:
- 494.1 13 months where an employee has 20 or more years of service or is 45 years of age or over; or
 - 494.2 seven months for other staff.
495. If an employee is entitled to a redundancy payment under the NES, the retention period in clause 49 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.
496. The retention period will commence on the earlier of the following:
- 496.1 the day the employee is advised in writing by the CEO that he or she is an excess employee; or
 - 496.2 one month after the day on which the CEO invites the Employee to elect for voluntary redundancy.

497. During the retention period the CEO:
- 497.1 will continue to take reasonable steps to find alternative employment for the excess employee; and/or 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.
498. The excess employee may request assistance in meeting reasonable travel and incidental expenses incurred in seeking alternative employment.
499. 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 PS Act.
500. 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.
501. Subject to clause 504, the CEO may terminate the employee's employment at the end of the retention period.
502. 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.
503. 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 two years of continuous service) that they are to be involuntarily terminated under section 29 of the PS Act on the grounds that the employee is excess to requirement of the ACIC.
504. This period of notice will, as far as practicable, be concurrent with the retention periods.
505. 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.

Attachment A – Base salaries

Classification	Pay Point	As at 31 August 2023	From the later of commencement of the agreement or 14 March 2024	From 13 March 2025	From 12 March 2026
		N/A	Increase 4.0%	Increase 3.8%	Increase 3.4%
APS1	1	\$48,985	\$52,000	\$54,516	\$57,497
	2	\$50,701	\$52,729	\$54,733	\$58,510
	3	\$52,417	\$54,514	\$56,586	\$60,433
	4	\$54,140	\$56,306	\$58,446	\$60,947
APS2	1	\$56,273	\$58,524	\$60,748	\$62,813
	2	\$58,312	\$60,644	\$62,948	\$65,088
	3	\$60,357	\$62,771	\$65,156	\$67,371
	4	\$62,399	\$64,895	\$67,361	\$69,651
APS3	1	\$65,103	\$67,707	\$70,280	\$72,670
	2	\$66,824	\$69,497	\$72,138	\$74,591
	3	\$68,544	\$71,286	\$73,995	\$76,511
	4	\$70,266	\$73,077	\$75,854	\$78,433
APS4	1	\$71,560	\$74,422	\$77,250	\$79,877
	2	\$73,610	\$76,554	\$79,463	\$82,165
	3	\$75,654	\$78,680	\$81,670	\$84,447
	4	\$77,699	\$80,807	\$83,878	\$86,730
APS5	1	\$79,234	\$82,403	\$85,534	\$88,833
	2	\$80,827	\$84,060	\$87,254	\$90,221
	3	\$82,560	\$85,862	\$89,125	\$92,155
	4	\$84,019	\$87,572	\$91,809	\$94,931
	5	-	-	-	\$96,829

Classification	Pay Point	As at 31 August 2023	From the later of commencement of the agreement or 14 March 2024	From 13 March 2025	From 12 March 2026
		N/A	Increase 4.0%	Increase 3.8%	Increase 3.4%
APS6	1	\$86,452	\$90,199	\$94,563	\$99,733
	2	\$89,391	\$92,967	\$96,500	\$99,781
	3	\$93,613	\$97,358	\$101,058	\$104,494
	4	\$97,832	\$101,745	\$105,909	\$109,202
	5	-	-	-	\$111,702
EL1	1	\$108,995	\$113,355	\$117,662	\$121,756
	2	\$115,887	\$120,522	\$125,102	\$129,355
	3	\$123,646	\$128,592	\$133,478	\$138,016
	4	\$131,404	\$136,660	\$141,853	\$146,676
EL2	1	\$136,177	\$141,624	\$147,006	\$152,004
	2	\$144,806	\$150,598	\$156,321	\$161,636
	3	\$153,430	\$159,567	\$165,631	\$171,262

Attachment B – Shift work arrangements

Definition of shiftworker/employee working shift arrangements

1. An employee will be considered 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 a roster period.

Shift arrangements for Type A Shiftworker

2. A full time employee working shift arrangements of a Type A Shiftworker, works shift of 10.5 hours per day. Over an eight-week roster period (28 shifts), this averages out to 36.75 hours per week. Shift arrangements for these employee's only apply to APS1 to APS6 employees.
3. The approved roster arrangements for Type A Shiftworker are:
 - 3.1 6:30 am to 6:00 pm (one-hour break);
 - 3.2 8:30 am to 8:00 pm (one-hour break);
 - 3.3 10:00 am to 9:30 pm (one-hour break);
 - 3.4 12:30 pm to 12:00 am (one-hour break); and
 - 3.5 7:30 pm to 7:00 am (one-hour break).

Introduction of different shift arrangements

4. Additional shift arrangements, or different rosters or shift cycles for Type A Shiftworker, not specified in this agreement may be implemented by the ACIC with the approval of the CEO, after consultation with the employees affected. Any additional shift arrangements that are introduced shall specify:
 - 4.1 the classification levels of the employees to whom the shift arrangements apply;
 - 4.2 the full-time hours of work of the employees to whom the shift arrangements apply (if different to their current full-time hours);
 - 4.3 the period over which weekly hours will be averaged during each roster cycle;
 - 4.4 the duration of shifts required to be worked; and
 - 4.5 the commencing and finishing times for each shift included as part of the proposed roster for the shift arrangement.
5. Any new shift arrangements introduced under this clause must otherwise comply with all requirements of this Attachment B and the consultation provisions outlined at section 10 of this agreement.

Payment of salary and shift penalties

6. Employee's 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.

Payment stand alone

7. Shift penalty payments will not be taken into account in the computation of overtime 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.

24-hour limit

8. 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

9. 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 overtime payment.

Rosters

10. The ACIC will determine rosters in consultation with the employees.
11. The roster arrangement is to be formulated to provide for:
 - 11.1 two shifts on followed by two shifts off;
 - 11.2 four shifts on followed by four shifts off; or
 - 11.3 an alternative schedule approved by the CEO, in consultation with the employees involving no more than three consecutive night shifts unless the employee agrees to a different pattern of night shifts.
12. Where possible the roster is to have a forward rotation of shifts, for example day shift followed by night shift.
13. The conditions related to change of shifts will be determined by the CEO in consultation with affected employees.
14. The timing and nature of meal breaks is subject to consultation between the local manager and affected employees

Rest relief

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

Leave

16. Employees working shift arrangements are entitled to leave arrangements as per section 6 of this agreement, with the exception of the agency shutdown as outlined in clauses 213 to 215.
17. 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.

18. 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.
19. 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

20. The following penalty rates apply:

Penalty type	Entitlement
15% loading	An 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	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	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	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	An 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 of in lieu of penalty payments	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

21. Where, in a cycle of shifts on a regular roster, an 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.

22. 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.
23. Shift penalty payments are not payable during any period of standard time in lieu taken (for example, where 10.5 hours' time in lieu per shift for Type A Shiftworker employees is taken).
24. However, with approval of the employee's manager, an employee may take additional time in lieu to enable them to still receive penalty payments.
25. 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.

Minimum payment

26. The minimum payment for overtime 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.
27. For the purposes of the foregoing:
 - 27.1 duty broken up by a meal period will not constitute more than one attendance; and
 - 27.2 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

12-hour shifts

28. 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.

Overtime

29. Duty will be considered overtime where:
 - 29.1 it is performed on any day which is outside the normal rostered ordinary hours of duty on that day; or
 - 29.2 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.
30. Employees performing 12-hour shifts should not normally perform overtime where it will fall within a period of 12 hours on either side of a normal night shift.

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

32. The following overtime rates apply:

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

33. The CEO may agree to paid time off at the equivalent overtime rate in lieu of an overtime payment.

Emergency duty

34. 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.

35. Time off in lieu or payment for emergency overtime is calculated as double time.

Higher duties

36. 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.

37. 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 manager.

Part time shift arrangements

38. 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

The Australian Criminal Intelligence Commission Enterprise Agreement 2024-2027 is made under section 172 of the *Fair Work Act 2009*.

Employer

Signed for, and on behalf of, the Australian Criminal Intelligence Commission

Signed:



Full Name: Heather Cook

Position: Chief Executive Officer, Australian Criminal Intelligence Commission

Address: 4 National Circuit, Barton, ACT 2600

Bargaining Representative

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

Signed:



Full Name: Brooke Muscat

Position: National President

Address: 4/224 Bunda Street, Canberra, ACT 2601



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