



**Australian Government**

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**Australian Law Reform Commission**

**Enterprise Agreement 2024**

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# Section 1: Technical matters

## 1. Title

- 1.1 This Agreement will be known as the Australian Law Reform Commission Enterprise Agreement 2024.

## 2. Delegations

- 4.1 The President may delegate to or authorise any person to perform any or all of the President's powers or functions under this Agreement, including the power of delegation, and may do so subject to conditions.

## 3. Parties to the agreement

- 2.1 This Agreement covers:

- a) the President of the ALRC for and on behalf of the Commonwealth of Australia as the employer;
- b) all employees in the ALRC employed under the PS Act other than:
  - i. Senior Executive Service employees or equivalent; and
- c) 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:
  - i. Community and Public Sector Union.

## 4. Operation of the agreement

- 3.1 This Agreement will commence operation seven days after approval by the FWC.
- 3.2 This Agreement will nominally expire on 28 February 2027.

## 5. National Employment Standards (NES) precedence

- 5.1 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 ALRC in any respect when compared with the NES.

## 6. Closed comprehensive agreement

- 6.1 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.

- 6.2 This Agreement will be supported by policies and guidelines, as implemented and varied from time to time.
- 6.3 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.

## 7. Definitions

- 7.1 The following definitions apply to this Agreement:

**ALRC** means the Australian Law Reform 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 Law Reform Commission Enterprise Agreement 2024*.

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

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

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

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

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

**Commissioner** means a full-time or part-time ALRC Member as defined under the *Australian Law Reform Commission Act 1996 (Cth)*.

**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 36 hours and 45 minutes per week in accordance with this Agreement.

**LSL Act** means the *Long Service (Commonwealth Employees) Act 1976*.

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

**FWC** means the Fair Work Commission.

**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. This does not apply to the role titles of "Manager" and "Senior Manager" in Schedule 1."

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

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

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

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

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

**PADS** means the ALRC's Performance and Development Scheme.

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

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

**Part-time employee** means an employee whose ordinary hours are less than 36 hours and 45 minutes per week in accordance with this Agreement.

**President** means the President of the Australian Law Reform Commission, and, other than in clause 2.1, also means a person acting in the role of the President of the ALRC, or the President's delegate.

**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.

**PSSap** means the Public Sector Superannuation Accumulation Plan

**Relevant employee** means an affected employee.

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

**Settlement period** means a fortnight coinciding with the pay fortnight.

## **8. Individual flexibility arrangements**

8.1 The President and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:

- a) the arrangement deals with one or more of the following matters:
  - i. arrangements about when work is performed;
  - ii. overtime rates;
  - iii. penalty rates;
  - iv. allowances;
  - v. remuneration; and
  - vi. leave and leave loading; and



- b) the arrangement meets the genuine needs of the ALRC and employee in relation to one or more of the matters mentioned in paragraph 8.1(a); and
  - c) the arrangement is genuinely agreed to by the President and employee.
- 8.2 The President must ensure that the terms of the individual flexibility arrangement:
- a) are about permitted matters under section 172 of the FW Act;
  - b) are not unlawful terms under section 194 of the FW Act; and
  - c) result in the employee being better off overall than the employee would be if no arrangement was made.
- 8.3 The President must ensure that the individual flexibility arrangement:
- a) is in writing;
  - b) includes the name of the ALRC and employee;
  - c) is signed by the ALRC and employee and, if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
  - d) includes details of:
    - i. the terms of the enterprise agreement that will be varied by the arrangement;
    - ii. how the arrangement will vary the effect of the terms;
    - iii. how the employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
  - e) states the day on which the arrangement commences.
- 8.4 The ALRC must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 8.5 The President or employee may terminate the individual flexibility arrangement:
- a) by giving no more than 28 days written notice to the other party to the arrangement; or
  - b) if the President and employee agree in writing – at any time.
- 8.6 The President and employee are to review the individual flexibility arrangement at least every 12 months.

## Section 2: Remuneration

### 9. Salary

- 9.1 For the purposes of this Agreement, unless otherwise indicated, 'salary' means the employee's rate of pay in accordance with their classification (pro rata where applicable) as shown in Schedule 1, and is not affected for any purpose by the employee's participation in a variable purchased leave arrangement or an election to sacrifice salary for non-monetary benefits.
- 9.2 This rate of pay will be salary for severance and termination.

### 10. Salary increases

- 10.1 Salary rates will be as set out in Schedule 1 of this Agreement.
- 10.2 The base salary rates in Schedule 1 include the following increases:
- a) 4.0% from the first full pay period on or after 1 March 2024 (the 14 March 2024);
  - b) 3.8% from the first full pay period on or after 1 March 2025 (the 13 March 2025); and
  - c) 3.4% from the first full pay period on or after 1 March 2026 (the 12 March 2026).
- 10.3 In recognition of a common alignment date of the first full pay period on or after 1 March each year, the base salary rates in Schedule 1 were calculated based on base salary rates as at 31 August 2023.

### 11. Payment of salary

- 11.1 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.

### 12. Salary setting

- 12.1 Where an employee is engaged, moves to or is promoted in the ALRC, the employee's salary will be paid at the minimum of the salary range of the relevant classification, unless the President determines a higher salary within the relevant salary range under these salary setting clauses.
- 12.2 The President 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.

- 12.3 In determining a salary under these provisions, the President will have regard to a range of factors (as relevant) including the employee's experience, qualifications and skills.
- 12.4 Where an employee commences ongoing employment in the ALRC immediately following a period of non-ongoing employment in the ALRC for a specified term or task, the President 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 ALRC.
- 12.5 Where an employee commences ongoing employment in the agency immediately following a period of casual employment in the ALRC, the President 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 ALRC.
- 12.6 Where an APS employee moves to the ALRC at level from another APS agency, and their salary is above the maximum of the salary range for their classification, the President will maintain the employee's salary at that level, until it is absorbed into the salary range for that classification.
- 12.7 Where the President determines that an employee's salary has been incorrectly set, the President may determine the correct salary and the date of effect.

### **13. Incremental advancement (salary advancement)**

- 13.1 Subject to subclause 13.8 an employee is eligible for salary advancement if:
- a) the employee's performance has been rated as at least 'Meets all performance expectations' under the PADS at the end of a performance cycle; and
  - b) the employee has at least 6 months aggregate eligible service under a performance agreement at or above the employee's current pay point in the performance cycle period.
- 13.2 Eligible service for salary advancement includes:
- a) periods of paid leave and unpaid parental leave;
  - b) periods of unpaid leave that count as service; and
  - c) service while employed on a non-ongoing basis.
- 13.3 During a period of unpaid parental leave employees will be eligible to advance a maximum of one pay point regardless of the length of unpaid parental leave.
- 13.4 If rated as "Meets all performance expectations", the employee will advance one pay point.
- 13.5 If rated as "Exceeding performance expectations", the employee will advance two pay points.
- 13.6 Salary advancement takes effect from the day following the end of the performance cycle.
- 13.7 For salary advancement between classifications within a broadband, advancement is also subject to clause 23.
- 13.8 Employees who are acting at a higher classification, and satisfy other eligibility criteria, will be eligible for salary advancement at both their substantive and acting classifications.

- 13.9 Salary advancement while performing duties at higher classification will be retained for future periods of higher duties at, or promotion to, that classification.
- 13.10 Casual employees are not eligible for salary advancement.
- 13.11 If an employee is not eligible for salary advancement due to having less than six months eligible service under a performance agreement, or the President is of the view accelerated salary advancement is warranted, the President may exercise their discretion to determine a higher salary under subclause 12.2.
- 13.12 For more information regarding salary advancement, employees should consult the ALRC's Performance and Development Policy.

## **14. Performance bonuses**

- 14.1 An employee who is at (or above) the maximum salary point for a classification is eligible for a performance bonus if:
- a) the employee's performance has been rated as at least 'Meets all performance expectations' under the PADS at the end of a performance cycle; and
  - b) the employee has at least 6 months eligible service under a performance agreement at or above the employee's current pay point (or maintained salary) in the performance cycle period.
- 14.2 If rated as "Meets all performance expectations", the employee will receive a bonus of 1% of the amount of salary earned for the relevant performance cycle, including any higher duties allowance.
- 14.3 If rated as "Exceeding performance expectations", the employee will receive a bonus of 2% of the amount of salary earned for the relevant performance cycle, including any higher duties allowance.

## **15. Salary sacrifice**

- 15.1 An employee may elect to salary sacrifice into a complying superannuation fund of their choice under the terms and conditions of their superannuation fund and the advice of the Australian Taxation Office. Employees are responsible for obtaining independent financial advice in relation to salary sacrifice arrangements.

## **16. Superannuation**

- 16.1 The ALRC will make compulsory employer contributions as required by the applicable legislation and fund requirements.
- 16.2 Employer superannuation contributions will be paid on behalf of employees during periods of paid leave that count as service.

16.3 The ALRC 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 ALRC's payroll system.

***Method for calculating superannuation salary***

16.4 The ALRC will provide an employer contribution of 15.4 per cent of the employee's Ordinary Time Earnings (OTE) for employees in the Public Sector Superannuation Accumulation Plan (PSSap) and employees in other accumulation funds.

16.5 Employer contributions will be made for all employees covered by this agreement.

16.6 Employer contributions will not be reduced by any other contributions made through salary sacrifice arrangements.

**17. Overpayments**

17.1 An overpayment occurs if the President (or the ALRC) 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).

17.2 Where the President considers that an overpayment has occurred, the President will provide the employee with notice in writing. The notice will provide details of the overpayment.

17.3 If an employee disagrees that there has been an overpayment including the amount of the overpayment, they will advise the President 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.

17.4 If after considering the employee's response (if any), the President 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.

17.5 The President 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.

17.6 The President and employee may agree to make a deduction from final monies where there is an outstanding payment upon cessation of employment.

17.7 Interest will not be charged on overpayments.

17.8 Nothing in subclauses 17.1 to 17.7 prevents:

a) the ALRC from pursuing recovery of the debt in accordance with an Accountable Authority Instruction issued under the *Public Governance, Performance and Accountability Act 2013*;

b) the ALRC from pursuing recovery of the debt through other available legal avenues; or

- c) the employee or the ALRC from seeking approval to waive the debt under the *Public Governance, Performance and Accountability Act 2013*.

## Section 3: Allowances and reimbursements

### 18. Higher duties allowance

- 18.1 Where a role needs to be filled for two or more working weeks, higher duties allowance will be paid to any employee temporarily occupying the role acting at a classification level higher than their substantive classification level.
- 18.2 Higher duties allowance will be equal to the difference between the employee's current salary and the salary that would be payable if they were promoted to the higher classification level, or a higher amount determined by the President.
- 18.3 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.
- 18.4 Where an employee is assigned only part of the higher duties, the President will determine the amount of allowance payable.
- 18.5 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 two working weeks.
- 18.6 The President may shorten the qualifying period for higher duties allowance on a case-by-case basis.

### 19. Workplace responsibility allowances

- 19.1 The ALRC will support the training of designated employees to undertake the duties of first aid officer, fire warden, and occupational health and safety workplace delegate.
- 19.2 The President may assign:
  - a) the responsibilities of a Health and Safety Representative, which includes exercising powers under the *Work Health and Safety Act 2011*;
  - b) incidental first aid responsibilities to an employee who holds a current first aid qualification;
  - c) incidental emergency warden duties to an employee;
  - d) harassment contact officer duties to an employee who has undertaken training decided by the President;
  - e) incidental mental health first aid responsibilities to an employee who holds a current mental health first aid qualification.

*Note: Under the Work, Health and Safety Act 2011 an election may be required for the appointment of a health and safety representative(s).*

- 19.3 Subject to subclause 19.4, an employee assigned duties at subclause 19.2 will receive the following applicable workplace responsibility allowance:

	<b>Rate from commencement of the agreement</b>	<b>Rate from 13 March 2025</b>	<b>Rate from 12 March 2026</b>
Health and safety representative allowance			
First aid certificate allowance			
Emergency Warden allowance	\$30.51 per fortnight	\$31.67 per fortnight	\$32.75 per fortnight
Harassment Contact Officer allowance			
Mental Health First Aid Officer allowance			

- 19.4 An employee is not to receive more than one workplace responsibility allowance, unless approved by the President due to operational requirements.
- 19.5 The full allowance is payable regardless of flexible work and part-time arrangements.
- 19.6 An employee’s physical availability to undertake the role will be considered by ALRC 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 Health and Safety Representatives, depending on work group arrangements.
- 19.7 Casual employees who are eligible to receive a workplace responsibility allowance will be paid the full amount, provided they engage in work during any given pay cycle, irrespective of the frequency and duration of the work undertaken.

## **20. Community language allowance**

- 20.1 A community language allowance will be paid where the President 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 President. Further information is included in policy.
- 20.2 The allowance is paid in accordance with the employee’s level of competency:

### 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 President, 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 President.	\$2,870 per annum	\$2,979 per annum	\$3,080 per annum

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

## 21. Health and wellbeing reimbursement

- 21.1 The ALRC will provide to all employees an annual allowance of \$173 to reimburse for expenditure on approved health and wellbeing activities. This allowance will be paid once per year at the time of the employee's annual performance appraisal, either in full or on a pro-rata basis where an employee has been employed for part of the prior year, and on presentation of a valid tax invoice.



## Section 4: Classifications and broadbands

### 22. Work Level Standards

22.1 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.

### 23. Advancement between classifications within a broadband

23.1 Advancement from a classification within a broadband to a higher classification within the broadband is subject to:

- a) The President determining that sufficient work is available at the higher classification within the broadband; and
- b) the employee having been assessed as having the necessary skills and proficiencies to perform the higher level work; and
- c) the employee achieving a minimum performance rating of 'Meets all performance expectations' under the PADS.

## Section 5: Working hours and arrangements

### 24. Job security

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

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

#### *Reporting*

24.2 Where a consultative committee is in place, the ALRC will report to the ALRC 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 ALRC.

#### *Pathways to permanency*

24.3 The ALRC and the APS will comply with the casual conversion provision(s) of the FW Act. In addition, the ALRC 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.

## **25. Probation**

- 25.1 All new employees shall be required to serve a probation period of three months as a condition of engagement, unless they have transferred from an APS agency where they have been in continuous employment for more than 12 months.
- 25.2 On the basis of an assessment at the end of a probation period, the President may:
- a) determine that the conditions of probation have been satisfied; or
  - b) terminate the employment.

## **26. Casual (irregular or intermittent) employment**

- 26.1 A casual employee is defined in the definitions section.
- 26.2 A decision to expand the use of casual employees is subject to clause 69 of this Agreement.
- 26.3 The ALRC 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.
- 26.4 Remuneration for casual employees is on an hourly basis. A casual employee will receive a 25% loading on the base hourly rate of their classification as set out in this Agreement.
- 26.5 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 LSL Act and leave for family and domestic violence support.
- 26.6 A casual employee will be engaged for a minimum of three hours per engagement or shall be paid for a minimum of three hours at the appropriate casual rate.
- 26.7 A casual employee who is eligible for a Workplace Responsibility Allowance will be paid the full amount.

## **27. Non-ongoing employment**

- 27.1 A non-ongoing employee is defined in the definitions section.
- 27.2 Non-ongoing employees will generally have the same terms and conditions of employment as ongoing employees under this Agreement's terms, except:
- a) personal/carer's leave accrual at clause 37; and
  - b) redundancy provisions at clause 79, subject to subclause 27.3.
- 27.3 If the non-ongoing employee's contract is not permitted by section 333E of the FW Act, then the redundancy provisions at clause 79 will apply.

27.4 If the redundancy provisions apply to an employee under clause 27.3, the ALRC must adhere to the consultation requirements at clause 69 and where applicable, the consultation provisions at clause 79.

## **28. Working hours**

28.1 The **ordinary hours of work** are:

- a) for a full-time employee – 7 hours 21 minutes per day from Monday to Friday, a total of 36 hours 45 minutes per week (73 hours 30 minutes per settlement period).
- b) for a part-time employee – the number of hours over the settlement period decided by the President for the employee's position, and/or as stated in the employee's engagement letter, and/or as stated in the employee's flexible work agreement.

28.2 A full-time employee or a part-time employee working full-time hours on a given day:

- a) may work ordinary hours between 8.00am to 6.00pm, Monday to Friday (known as the bandwidth), unless a different bandwidth is provided by a flexible working arrangement made in accordance with clause 33; and
- b) may not perform more than five hours of work without a break of at least 30 minutes.

28.3 Unless otherwise provided by a flexible working arrangement made in accordance with clause 33, a part-time employee working less than full-time hours on a particular day, shall work the pattern of hours agreed to or, in the absence of agreement, the pattern directed by the President.

28.4 Notwithstanding clauses 28.2–28.3, an employee may be required to perform work during a particular period or periods within the bandwidth where the employee is given reasonable notice of an operational need to do so.

28.5 An employee may be required to perform reasonable additional hours to meet operational requirements.

28.6 Each work day, employees in classification bands APS 1-APS 6 will record their actual time of commencement and end of work and any breaks using the designated ALRC timesheet. These timesheets will be used for the recording of flexitime.

28.7 An employee will not be required to work more than ten hours on any one day.

28.8 Unless otherwise provided for by a flexible working arrangement made in accordance with clause 33, otherwise approved by the President, or otherwise required by the operational needs of the ALRC, an employee shall provide their work from the employee's usual location of work as defined by clause 29.

## **29. Usual location of work**

29.1 An employee's usual location of work is:

- a) the ALRC office to which the employee was assigned upon employment or later assigned by agreement; or

- b) some other location agreed to by the President as the location where the employee primarily performs their work.

### 30. Flextime for APS 1-6 classifications

- 30.1 Employees at the APS 1 to APS 6 classification are covered by ALRC’s flextime system. Flextime arrangements are provided for in the ALRC's Flextime and TOIL Policy. It is expected that employees will complete their duties within ordinary hours of work.
- 30.3 However, where a manager and an employee agree to an employee working additional hours, or an employee is directed to work additional hours, within the ordinary hours bandwidth to meet organisational requirements, such additional hours will accumulate flextime credit at a rate equivalent to the time actually worked.
- 30.4 Where an employee is authorised to work less than that employee’s ordinary hours on any given day, without being on other approved leave, the employee will accrue a flex debit for the period not worked, up to the employee’s ordinary hours of work for that day. ***Flex credits***
- 30.5 The maximum flex credit an employee can carry over from one settlement period to the next is 40 hours. The maximum amount for part- time employees will be on a pro rata basis.
- 30.6 Any flextime credit in excess of 40 hours at the end of a settlement period will be lost, unless an employee has approval from their manager to accumulate additional credit hours on the basis that, for operational reasons, the employee has been directed to work additional hours.
- 30.7 Flextime credit will not be paid out on separation. Flextime debits will be recovered from an employee's final pay

***Flex debits***

- 30.8 The maximum flex debit an employee can carry over from one settlement period to the next is 7.35 hours. The maximum amount for part- time employees will be on a pro rata basis.
- 30.9 Any debit in excess of 7.35 hours must be reduced by the end of the settlement period, unless an employee has approval from their manager to accumulate additional debit hours.
- 30.10 Where an employee has in excess of 7.35 hours flex debit at the end of the settlement period, the employee may choose to reduce the excess (or whole) amount either by salary adjustment, through the use of miscellaneous leave without pay not to count as service, or in special circumstances, annual leave.

***Directed additional hours outside the bandwidth***

- 30.11 Where an employee at the APS 1 to APS 6 classification is directed to work outside the bandwidth, the employee will accumulate flex credits at the following rates:

For hours worked on	Penalty time rate
Monday to Saturday—first three hours	150%
Monday to Saturday—after three hours	200%

<b>For hours worked on</b>	<b>Penalty time rate</b>
Sunday—all day	200%
Public Holiday or Additional Holiday—all day	250%

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

- 31.1 Executive level (EL) employees are sometimes required to work reasonable additional hours. Consistent with the NES, employees may refuse to work unreasonable additional hours.
- 31.2 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 President.
- 31.3 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.
- 31.4 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.
- 31.5 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.
- 31.6 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.
- 31.7 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.

### **32 Reporting absences**

- 32.2 An employee who is unable to attend work on a particular day and who does not have prior approval for the absence must directly notify the ALRC, either by phone or email, no later than 10am and explain the general nature of the absence, and the anticipated duration of the absence, unless exceptional circumstances prevent such notification. In such exceptional instances employees will report to the office as soon as is practical.
- 32.3 Where an employee is absent from duty without the express approval of the President or Executive Director, or not in accordance with a term of this Agreement, the absence will be treated as an 'unauthorised absence' and will not count as service for any purpose under this Agreement, including remuneration and leave accrual.

- 32.4 Any amounts paid to an employee in respect of an unauthorised absence are overpayments and the ALRC will seek to recover those amounts in accordance with the provisions of the Overpayment clause.
- 32.5 All pay and benefits provided under this Agreement, including flexible working arrangements, shall cease to be available until the employee resumes duty or is granted leave for the absence.

### **33 Flexible working arrangements**

- 33.1 The ALRC, employees and their union recognise:
- a) 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;
  - b) access to flexible work can support strategies to improve diversity in employment and leadership in the APS;
  - c) 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;
  - d) that flexibility applies to all roles in the ALRC, and different types of flexible working arrangements may be suitable for different types of roles or circumstances; and
  - e) requests for flexible working arrangements are to be considered on a case-by-case basis, with a bias towards approving requests.
- 33.2 The ALRC is committed to engaging with employees and their union to build a culture that supports flexible working arrangements across the ALRC at all levels. This may include developing and implementing strategies through an ALRC consultative committee.
- 33.3 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***

- 33.4 The following provisions do not diminish an employee's entitlement under the NES.
- 33.5 An employee may make a request for a formal flexible working arrangement.
- 33.6 The request must:
- a) be in writing;
  - b) set out details of the change sought (including the type of arrangement sought and the proposed period the arrangement will operate for); and
  - c) 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.
- 33.7 The President must provide a written response to a request within 21 days of receiving the request.

33.8 The response must:

- a) state that the President approves the request and provide the relevant detail in subclause 33.9; or
- b) if following discussion between the ALRC 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
- c) state that the President refuses the request and include the following matters:
  - i. details of the reasons for the refusal; and
  - ii. set out the ALRC's particular business grounds for refusing the request, explain how those grounds apply to the request; and
  - iii. either:
    - iii.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
    - iii.ii state that there are no such changes; and
  - iv. state that a decision to refuse the request, or failure to provide a written response within 21 days is subject to the dispute resolution procedures of the enterprise agreement, and if the employee is an eligible employee under the FW Act, the dispute resolution procedures outlined in sections 65B and 65C of the FW Act.

33.9 Where the President approves the request this will form an arrangement between the ALRC and the employee. Each arrangement must be in writing and set out:

- a) any security and work health and safety requirements;
- b) a review date (subject to subclause 33.13); and
- c) the cost of establishment (if any).

33.10 The President may refuse to approve the request only if:

- a) the ALRC has discussed the request with the employee; and
- b) the ALRC 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
- c) the ALRC and the employee have not reached such an agreement; and
- d) the ALRC has had regard to the consequences of the refusal for the employee; and
- e) the refusal is on reasonable business grounds.

33.11 Reasonable business grounds include, but are not limited to:

- a) the new working arrangements requested would be too costly for the ALRC;
- b) there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested;
- c) it would be impractical to change the working arrangements of other employees, or to recruit new employees, to accommodate the new working arrangements requested;
- d) the new working arrangements requested would be likely to result in a significant loss in efficiency or productivity;
- e) the new working arrangements requested would be likely to have a significant negative impact on customer service; and
- f) 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.

33.12 For First Nations employees, the ALRC must consider connection to country and cultural obligations in responding to requests for altering the location of work.

33.13 Approved flexible working arrangements will be reviewed by the ALRC 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***

33.14 An employee may request to vary an approved flexible working arrangement in accordance with subclause 33.6. An employee may request to pause or terminate an approved flexible working arrangement.

33.15 The President may vary, pause or terminate an approved flexible working arrangement on reasonable business grounds, subject to subclause 33.17.

33.16 The ALRC 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.

33.17 Prior to the President varying, pausing or terminating the arrangement under subclause 33.15, the ALRC must have:

- a) discussed with the employee their intention to vary, pause or terminate the arrangement with the employee;
- b) 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);
- c) had regard to the consequences of the variation, pause or termination for the employee;
- d) ensured the variation, pause or termination is on reasonable business grounds; and



- e) informed the employee in writing of the variation, pause or termination to the approved flexible working arrangement, including details set out in paragraph 33.8(c).

### ***Working from home***

- 33.18 The ALRC 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.
- 33.19 The ALRC may provide equipment necessary for, or reimbursement, for all or part of the costs associated with establishing a working from home arrangement.
- 33.20 An employee working from home is covered by the same employment conditions as an employee working at an office site under this Agreement.
- 33.21 The ALRC will provide employees with guidance on working from home safely.
- 33.22 Employees will not be required by the ALRC 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 ALRC will consider the circumstances of the employees and options to achieve work outcomes safely.

### ***Ad-hoc arrangements***

- 33.23 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.
- 33.24 Employees should, where practicable, make the request in writing and provide as much notice as possible.
- 33.25 Requests for ad-hoc arrangements are not subject to the request and approval processes detailed in subclauses 33.4 to 33.13.
- 33.26 The ALRC 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.
- 33.27 Where a regular pattern of requests for ad-hoc arrangements from an employee emerges, the ALRC should consider whether it is appropriate to seek to formalise the arrangement with the employee.

### ***Altering span of hours***

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

## **34 Part-time work**

- 34.1 Employees engaged on a full-time basis will not be compelled to convert to part-time employment.

- 34.2 Employees engaged on a part-time basis will not be compelled to convert to full-time employment.
- 34.3 Subject to clause 19.5, remuneration and other terms and conditions for a part-time employee are to be calculated proportionately to the remuneration and other conditions applying to a full-time employee at the same classification. Expense related allowances for a part-time employee are the same as for a full-time employee of the same classification.

## **Section 6: Leave**

### **35 Annual leave**

#### ***Entitlement***

- 35.1 Employees will accrue on a daily basis four weeks annual leave credit for every year of service. Annual leave accumulates from year to year and is credited on a monthly basis. Annual leave may be taken as it is accrued.
- 35.2 A part-time employee's annual leave entitlement will accrue on a pro-rata basis.
- 35.3 If, in a year, an employee is absent for more than 22 working days on leave that does not count for service, the employee's annual leave credit is reduced proportionately.

#### ***Taking annual leave***

- 35.4 An employee may, on application and approval by the President, take annual leave in either of the following ways:
- a) at full pay; or
  - b) at half pay, subject to operational requirements. However, unless approved by the President, it may not be taken at half pay where the employee has an excess leave balance. When an employee takes leave at half pay, the leave credits deducted will be half that of the total leave period.
- 35.5 In deciding whether to approve annual leave, the President is entitled to take into account operational requirements, but will not unreasonably:
- a) refuse to approve the taking of annual leave; or
  - b) revoke an approval.
- 35.6 Before declining an application for annual leave, the President will consult the employee who made the application. Where an application for annual leave is not approved, the President will notify the employee within a reasonable time and provide reasons for the decision.
- 35.7 Where annual leave is cancelled or the employee is recalled to duty, the employee will be reimbursed travel costs not recoverable from insurance or other sources. Evidence of costs may be required.

### ***Direction to take annual leave***

35.8 Any annual leave credits in excess of eight weeks (that is, for a full-time employee, 40 days) are called excess annual leave credits.

35.9 Where an employee has an accrued annual leave balance of eight weeks, the employee and the President must agree on a strategy to reduce the employee's accrued annual leave balance to 30 days or less within a six months' timeframe.

35.10 If an employee fails to take action to reduce excess annual leave credits, the President may direct the employee to take up to 25% of their credited leave.

35.11 The minimum notice required for such a direction to an employee is four weeks.

35.12 In exceptional circumstances, an employee may request that the President reconsiders a direction made in accordance with this clause.

### ***Cashing out of Annual Leave***

35.13 An employee may, with the approval of the President, cash out a portion of the employee's annual leave credit, provided that the employee's remaining accrued entitlement to annual leave, following cash out, is not less than 20 working days. Each cashing out of a particular amount of annual leave must be by a separate agreement in writing between the President and the employee.

35.14 The maximum amount of annual leave credit that can be cashed out in one year is 10 days.

35.15 If an employee cashes out annual leave, the employee will be paid the full amount that would have been paid to the employee had the employee taken the leave that the employee has foregone.

35.16 The President will not approve requests to cash out leave in accordance with this clause unless the employee has taken 15 days annual leave in the 12 months immediately preceding the request to cash out leave.

### ***Payment instead of unused annual leave***

35.17 If an employee's employment ends, and the employee's accumulated annual leave credit is not transferable to their next employer, the employee is entitled to payment of an amount equal to the value of the credit.

## **36 Purchased annual leave**

36.1 Employees may, with the approval of the President, purchase up to 20 days additional leave per year (in blocks of five days) with deductions from fortnightly salary in equal instalments over the course of the year, or a lesser period if agreed with the employee.

36.2 In deciding whether to approve the purchase of annual leave, the President shall take into account the timing of the proposed leave, the amount of leave to be taken, and its impact on operational requirements of the ALRC.

36.3 All purchased leave accrues in accordance with salary instalments and must be taken within 12 months of the date on which deductions from salary first commenced.

36.4 Purchased leave will count as service for all purposes.

## **37 Personal/carer's leave**

### ***Entitlement***

- 37.1 Subject to subclause 37.6, an ongoing employee who commences in the ALRC on engagement under s22 of the PS Act, will receive 18 days personal/carer's leave credit on engagement.
- 37.2 After the first year of service, an ongoing employee accrues on a daily basis 18 days cumulative personal/carer's leave credit for every year of service.
- 37.3 An employee who commenced in the ALRC on an ongoing engagement under s22 of the PS Act in the 12-month period prior to the commencement of this Agreement will accrue on a daily basis 18 days cumulative personal/carer's leave from the commencement of this Agreement.
- 37.4 Subject to clause 37.6, a non-ongoing employee who commences in the ALRC on engagement under s22 of the PS Act, will receive a personal/carer's leave credit on engagement. The amount credited will be 18 days leave pro-rated based on the employee's initial contract period, or 18 days, whichever is less (for example, nine days will be credited for a six month contract, and 18 days will be credited for an 18 month contract).
- 37.5 After the initial contract period, or 12 months, whichever is shorter, a non-ongoing employee accrues on a daily basis 18 days cumulative personal/carer's leave credit for every year of service.
- 37.6 However, an employee who commences in the ALRC, and whose former personal/carer's leave credit is recognised by the ALRC under clause 51, accrues on a daily basis 18 days cumulative personal/carer's leave credit for every year of service from the employee's date of commencement.
- 37.7 Part-time ongoing employees accrue personal/carer's leave on a pro-rata basis.
- 37.8 If, in a calendar year, an employee is absent for more than 22 working days on leave without pay that does not count for service, the employee will not accrue personal/carer's leave credit for the entire period of leave without pay.
- 37.9 An employee's unused paid personal leave accumulates from year to year, but unused personal leave will not be paid out on separation.

### ***Taking personal/carer's leave***

- 37.10 An employee may, on application approved by the President, take personal/carer's leave at half pay (that is, for every day of personal/carer's leave credit, the employee can take two days leave at the rate of one-half of the normal salary).
- 37.11 Personal/carer's leave is available for:
- a) personal illness or injury of an employee; or

- b) the provision by an employee of care or support for a member of the employee's family, or a member of the employee's household, or a person they have caring responsibilities for, who requires care or support because:
  - (i) the member/person they have caring responsibilities for is ill or injured, or
  - (ii) the member/person they have caring responsibilities for has an unexpected emergency; or
- c) an employee to attend appointments with a registered health practitioner; or
- d) an employee to manage a chronic condition; or
- e) other special circumstances approved by the President. Leave must not be taken for special circumstances to the extent that it results in less than 10 days of an employee's credited per year being available for use for personal injury or illness and caring as provided under the FW Act.

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

- a) have a medical condition, including when they are in hospital;
- b) have a mental illness;
- c) have a disability;
- d) are frail or aged; and/or
- e) are a child, not limited to a child of the employee.

37.13 Evidence for personal/carer's leave may be requested after:

- a) more than three consecutive days; or
- b) more than eight days without evidence in a calendar year.

37.14 Acceptable evidence includes:

- a) a certificate from a registered health practitioner;
- b) a statutory declaration; or
- c) another form of evidence approved by the President.

37.15 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.

37.16 If the employee does not provide the required evidence within a reasonable period, the absence will be treated as unauthorised leave.

***Exhaustion of paid personal/carer's leave credit***

37.17 An employee who has exhausted paid personal/carer's leave credits is entitled to two days of unpaid carer's leave for each occasion when a member of the employee's family, or a member of the employee's household, requires care or support because of:

- a) a personal illness, or personal injury, affecting the member; or
- b) an unexpected emergency affecting the member.

37.18 Unpaid carer's leave may be taken in a single continuous period, as separate days, or in separate periods.

37.19 The President may approve additional unpaid leave.

37.20 A casual employee may be absent without pay when not fit for work due to personal illness or injury.

## **38 Long service leave**

38.1 An employee is eligible for long service leave in accordance with the LSL Act.

38.2 The minimum period for which long service leave will be granted is seven 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 clause 50 of this Agreement.

## **39 Miscellaneous leave**

39.1 The President may grant miscellaneous leave to an employee, either with or without pay, in circumstances not provided for elsewhere in this Agreement, for a purpose that the President considers to be in the interests of the ALRC and having regard to operational requirements.

39.2 The President may request that an employee provide reasonable evidence of the need and/or desirability of the leave requested.

39.3 A period of paid miscellaneous leave will count as service for all purposes.

39.4 A period of miscellaneous leave without pay typically will not count as service for any purpose (other than as provided for by the LSL Act). However, the President may decide that a period of miscellaneous leave without pay should count as service for any or all of the following purposes:

- a) accrual of credits for annual leave;
- b) qualifying service for long service leave;
- c) accrual of credits for personal/carer's leave.

39.5 The President is able to approve paid miscellaneous leave for a casual employee who is experiencing family and domestic violence (refer clause 58), and otherwise by Government directive.

## 40 Cultural, ceremonial and NAIDOC leave

### *NAIDOC leave*

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

### *First Nations ceremonial leave*

- 40.3 First Nations employees may access up to 20 days of paid leave over 2 calendar years to participate in significant activities associated with their culture or to fulfil ceremonial obligations.
- 40.4 The President may approve additional leave for cultural or ceremonial purposes as miscellaneous leave, with or without pay.
- 40.5 First Nations ceremonial leave can be taken as part days.
- 40.6 First Nations ceremonial leave is in addition to compassionate and bereavement leave.

### *Cultural leave*

- 40.7 The President may grant up to three 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.
- 40.8 The President may approve additional leave for cultural purposes as miscellaneous leave, with or without pay.
- 40.9 Cultural leave can be taken as part days.
- 40.10 For the avoidance of doubt, this leave does not cover cultural purposes or obligations which are eligible for paid leave under subclauses 40.3 to 40.6.

## 41 Parental leave

### *Entitlement*

- 41.1 A primary caregiver, secondary caregiver and ML Act is defined in the definitions section.
- 41.2 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.
- 41.3 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.

- 41.4 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:
- a) is under 16 as at the day (or expected day) of placement;
  - b) 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
  - c) is not (otherwise than because of the adoption) a child of the employee or the employee's spouse or de facto partner.
- 41.5 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.
- 41.6 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***

- 41.7 An employee is entitled to parental leave with pay as per clauses 41.9 and 41.10 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.
- 41.8 Employees newly engaged in the ALRC or who have moved to ALRC from another APS agency are eligible for the paid parental leave in clauses 41.9 and 41.10 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 41.9 and 41.10 the balance is available to the employee.
- 41.9 An employee who is a primary caregiver is entitled to parental leave with pay during the parental leave period to a maximum of 18 weeks as provided in Table 1 below.

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

<b>Paid leave entitlement under the ML Act</b>	<b>Additional parental leave with pay under this Agreement for the primary caregiver</b>
12 weeks' paid maternity leave, including any reduced paid maternity leave period due to ML Act qualifying period rules	Paid leave to bring the total period of paid parental leave to 18 weeks
No ML Act eligibility or coverage	18 weeks, or top up to 18 weeks where a lesser period of paid parental leave has already been provided.



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

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

<b>Period which coincides with the parental leave period for the secondary caregiver</b>	<b>Parental Leave with pay under this Agreement</b>
Date of commencement of this Agreement to 28 February 2025	Eight weeks, or top up to eight weeks where a lesser period of paid 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 paid 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 paid parental leave has already been provided
On and from 28 February 2027	18 weeks, or top up to 18 weeks where a lesser period of paid parental leave has already been provided

41.11 **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.

41.12 **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.

41.13 **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.

***Stillbirth***

41.14 Parents of a stillborn child remain eligible for parental leave, except for paid leave for the secondary caregiver which is two weeks.

41.15 A stillborn child is a child:

- a) who weighs at least 400 g at delivery or whose period of gestation was 20 weeks or more; and
- b) who has not breathed since delivery; and
- c) whose heart has not beaten since delivery.

### ***Pregnancy loss leave***

41.16 A pregnant employee who experiences, or an employee whose spouse or partner experiences, pregnancy loss is entitled to one week's 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.

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

### ***Premature birth leave***

**41.18** 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***

41.19 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 subclause 41.18 until after the legislated paid maternity leave is used.

## **42 Compassionate leave**

42.1 Employees will be eligible for three days paid compassionate leave on each occasion when:

- a) 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
- b) the employee or their partner has a miscarriage.

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

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

42.4 For casual employees, compassionate leave is unpaid.

## **43 Bereavement leave**

43.1 Employees will be eligible for three days paid bereavement leave on each occasion when:

- a) a member of their family (including a member of their household) or someone they had a close personal relationship with dies; or
- b) a child is stillborn, where the child was a member of their family (including a member of their household).

- 43.2 An employee may be asked to provide evidence to support their absences on bereavement leave.
- 43.3 Bereavement leave for an occasion may be taken as three consecutive days or in separate periods totalling three days. This can include part days.
- 43.4 For casual employees, bereavement leave is unpaid.

## **44 Emergency response leave**

- 44.1 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:
- a) the time engaged in the activity;
  - b) reasonable travelling time; and
  - c) reasonable recovery time.
- 44.2 Full-time and part-time employees will be able to access 20 working days of paid emergency response leave at their full rate of pay per year if required. The President may provide additional emergency response leave with pay.
- 44.3 For the purpose of this clause, full rate of pay is to be as if the employee was at work.
- 44.4 Paid leave may be refused where the employee's role is essential to the ALRC's response to the emergency.
- 44.5 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.
- 44.6 The President may approve reasonable paid or unpaid leave for ceremonial duties and training.
- 44.7 Emergency response leave, with or without pay, will count as service.

## **45 Jury duty**

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

for the period of absence. This will be administered in accordance with the overpayments clause.

## **46 Defence reservist leave**

46.1 The President will give an employee leave with or without pay to undertake:

- a) Australian Defence Force (ADF) Reserve and continuous full-time service (CFTS); and
- b) Australian Defence Force Cadet obligations.

46.2 An employee who is a Defence Reservist can take leave with pay for:

- a) up to four weeks (20 days) in each financial year (pro-rata for part-time employees); and
- b) an extra two weeks (10 days) in the first year of ADF Reserve service (pro-rata for part-time employees).

46.3 Leave can be built up and taken over two consecutive years. This includes the extra two weeks in the first year of service.

46.4 An employee who is an Australian Defence Force Cadet officer or instructor can get paid leave up to three weeks in each financial year to perform their duties. Australian Defence Force Cadets means:

- a) Australian Navy Cadets;
- b) Australian Army Cadets; and
- c) Australian Air Force Cadets.

46.5 In addition to the entitlement at subclause 46.2, 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.

46.6 Paid defence reservist leave counts for service.

46.7 Unpaid defence reservist leave, with the exception of periods of CFTS, counts as service for all purposes.

46.8 Unpaid defence reservist leave CFTS for six months or less counts as service for all purposes. Unpaid leave taken over six months counts as service, except for annual leave.

46.9 An employee will not need to pay their tax free ADF Reserve salary to their agency for any reason.

## **47 Defence service sick leave**

47.1 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:

- a) warlike service; or
- b) non-warlike service.

47.2 An eligible employee can get two types of credits:

- a) an initial credit of nine weeks (45 days) defence service sick leave will apply as of the later below option:
  - i. they start employment with the APS; or
  - ii. DVA certifies the condition; and
- b) an annual credit of three weeks (15 days) defence service sick leave.

47.3 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.

47.4 Unused annual credits can be built up to nine weeks.

47.5 An employee cannot use annual credits until the initial credit is exhausted.

47.6 Defence service sick leave is paid and counts as service for all purposes.

## **48 Leave to attend proceedings**

48.1 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.

48.2 An employee who is not covered under subclause 48.1, 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 ALRC.

48.3 An employee may otherwise be granted paid or unpaid miscellaneous leave by the President 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.

48.4 The President 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.

## **49 Sabbatical leave**

49.1 The President may allow an ongoing employee to work for four years with a proportion of their salary withheld over that time to fund a subsequent period of leave of either six or 12 months.

49.2 An employee may elect to have 10% of their salary withheld over four years, in order to access sabbatical leave for six months in the fifth year.

- 49.3 An employee may elect to have 20% of their salary withheld over four years, in order to access sabbatical leave for 12 months in the fifth year.
- 49.4 During the period of sabbatical leave, the employee will be paid an amount equivalent to the amounts forgone from salary for the previous four years, in equal fortnightly instalments.
- 49.5 Upon cessation of employment with the ALRC, or other withdrawal from the scheme, an employee will be paid the balance of any withheld salary amounts not accessed by the employee during the course of their employment with the ALRC.
- 49.6 Sabbatical Leave does not count as service for any purpose. However, the President may determine otherwise.

## **50 Re-crediting of leave**

50.1 When an employee is on:

- a) annual leave;
- b) purchased leave;
- c) defence reservist leave;
- d) First Nations ceremonial leave;
- e) NAIDOC leave;
- f) cultural leave; or
- g) long service leave; and

becomes eligible for, under legislation or this Agreement:

- h) personal/carer's leave;
- i) compassionate or bereavement leave;
- j) jury duty;
- k) emergency services leave;
- l) leave to attend to family and domestic violence circumstances; or
- m) parental leave, premature birth leave, stillbirth leave or pregnancy loss leave;

the affected period of leave will be re-credited.

50.2 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.

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

## **51 Portability of leave**

- 51.1 Where an employee moves into the ALRC 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.
- 51.2 Where an employee is engaged in the ALRC 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.
- 51.3 Where an employee is engaged as an ongoing employee in the ALRC, 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.
- 51.4 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.
- 51.5 Where an employee is engaged as an ongoing employee in the ALRC, and immediately prior to the engagement the person was employed by a Commonwealth employer (other than in the Parliamentary Services which are covered in subclause 51.2), the President will recognise any unused accrued personal/carer's leave at the employee's request. The President will advise the employee of their ability to make this request.
- 51.6 Where an employee is engaged as an ongoing employee in the ALRC, and immediately prior to the engagement the person was employed by a State or Territory Government, the President may recognise any unused accrued personal/carer's leave, provided there is not a break in continuity of service.
- 51.7 For the purposes of subclauses 51.1 to 51.6, an employee with a break in service of less than two months is considered to have continuity of service.

## **52 Annual closedown**

- 52.1 The ALRC office will close between Christmas Day and New Year's Day. Employees will be paid for the working days between Christmas Day and New Year's Day in accordance with their ordinary hours of work.
- 52.2 When an employee is absent on leave (other than annual leave, paid personal/carer's leave or defence service sick leave) there is no entitlement to receive payment for annual closedown days. Payment for the closedown days 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.)
- 52.3 Casual employees are not entitled to payment during the closedown period unless they have performed duty.

## 53 Public holidays

- 53.1 Employees are entitled to the following holidays each year as observed at their usual location of work in accordance with the FW Act:
- a) 1 January (New Year's Day);
  - b) 26 January (Australia Day);
  - c) Good Friday and the following Monday;
  - d) 25 April (Anzac Day);
  - e) 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);
  - f) 25 December (Christmas Day);
  - g) 26 December (Boxing Day); and
  - h) 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.
- 53.2 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.
- 53.3 The President 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.
- 53.4 The President 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.
- 53.5 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.
- 53.6 Where a public holiday falls during a period when an employee is absent on leave (other than annual leave, paid personal/carer's leave, defence service sick leave or purchased 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.)
- 53.7 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 53.



- 53.8 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.
- 53.9 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 President may allow the employee to change their planned day off so that it does not fall on a public holiday. If it is not possible to change their planned day off, the employee will be credited an equivalent amount of time to their regular hours for the day in flex credits or EL TOIL in recognition of their planned day off.

## **Section 7: Employee support and workplace culture**

### **54 Blood donation**

- 54.1 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.
- 54.2 The employee must inform their manager in advance of when they will be away from work before donating blood, plasma or platelets.

### **55 Vaccinations**

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

### **56 Employee Assistance Program**

- 56.1 Employees, their partners, and their dependants/children 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 ALRC and will be accessible on paid time.

### **57 Respect at work**

#### ***Principles***

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

57.3 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.

## **58 Family and domestic violence support**

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

58.2 The ALRC recognises that a holistic approach should be taken to support the employee, appropriate for the employee's individual circumstances.

58.3 Family and domestic violence support, including paid leave, are available to all employees covered by this Agreement.

58.4 An employee experiencing family and domestic violence is able to access paid miscellaneous leave. Reasons an employee experiencing family and domestic violence may access this leave include, but are not limited to:

- a) illness or injury affecting the employee resulting from family and domestic violence;
- b) 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;
- c) 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;
- d) making arrangements for the employee's safety, or the safety of a close relative;
- e) accessing alternative accommodation;
- f) accessing police services;
- g) attending court hearings;
- h) attending counselling; and
- i) attending appointments with medical, financial or legal professionals.

58.5 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.

58.6 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.

58.7 These family and domestic violence support clauses do not reduce an employee's entitlement to family and domestic violence leave under the NES.

- 58.8 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.
- 58.9 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.
- 58.10 Evidence may be requested to support the ALRC 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 ALRC will require, unless the employee chooses to provide another form of evidence.
- 58.11 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.
- 58.12 The ALRC will take all reasonable measures to treat information relating to family and domestic violence confidentially. The ALRC will adopt a 'needs to know' approach regarding communication of an employee's experience of family and domestic violence, subject to steps the ALRC may need to take to ensure the safety of the employee, other employees or persons, or mandatory reporting requirements.
- 58.13 Where the ALRC needs to disclose confidential information for purposes identified in subclause 58.12, where it is possible the ALRC will seek the employee's consent and take practical steps to minimise any associated safety risks for the employee and/or privacy breaches.
- 58.14 The ALRC 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.
- 58.15 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.
- 58.16 The ALRC 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.
- 58.17 Further information about leave and other support available to employees affected by family and domestic violence may be found in policy.

## **59 Integrity in the APS**

- 59.1 The ALRC 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 ALRC decisions.
- 59.2 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.

59.3 Employees can, during their ordinary work hours, take time to:

- a) 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
- b) attend ALRC mandated training about integrity.

## **60 First Nations cultural competency training**

60.1 The President 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 six months of this Agreement will complete relevant First Nations cultural competency training within 12 months of the commencement of the agreement.

60.2 Any new substantive, ongoing EL2 employee who commences after six months of the commencement of this Agreement will be required to complete a relevant First Nations cultural competency training course within six months of their engagement or promotion.

## **61 Lactation and breastfeeding support**

61.1 Reasonable paid time during work hours will be provided for lactation breaks for breastfeeding, expressing milk and other associated activities.

61.2 The ALRC will provide access to appropriate facilities for the purpose of breastfeeding or expressing milk, subject to subclause 61.3. In considering whether a space is appropriate, an agency should consider whether:

- a) there is access to refrigeration;
- b) the space is lockable; and
- c) there are facilities needed for expressing, such as appropriate seating.

61.3 Where it is not practicable for an ALRC site to have a designated space, a flexible approach will be taken so that the employee can access the support required.

61.4 The ALRC will facilitate discussion between individual employees and their managers about accommodating the employee's lactation needs and practical arrangements to meet these needs.

61.5 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.

61.6 Further information is available in policy.

## 62 Disaster support

- 62.1 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 President will consider flexible working arrangements to assist the employee to perform their work.
- 62.2 Where flexible working arrangements are not appropriate, the President 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.
- 62.3 In considering what period of leave is appropriate, the President 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

### 63 Performance and development

- 63.1 The ALRC will have in place a Performance and Development Scheme (PADS) consistent with the APS Employment Principles and the *Australian Public Service Commissioner's Directions 2022*.
- 63.2 The PADS will provide a basis for:
- a) specifying performance and behaviour expectations;
  - b) determining performance requirements for salary point advancement;
  - c) rewarding good work performance;
  - d) providing mechanisms for feedback between employees and managers;
  - e) addressing underperformance; and
  - f) developing employees in their current roles.
- 63.3 All employees are required to participate in the ALRC's PADS.
- 63.4 The 12-month performance cycle operates from the anniversary of the employee's commencement. Formal performance discussions are to occur within six weeks of the anniversary unless the President determines otherwise.
- 63.5 The ALRC recognises the importance of continuous learning and development to ensure employees have the skills, knowledge and capabilities relevant to their duties and career development. The ALRC recognises that learning and development builds organisational capability and, where possible, allocation of work should facilitate dedicated time for learning and development.
- 63.6 Opportunities for professional development are outlined in the PADS. The ALRC may provide funding for staff to undertake professional development where a need has been identified

and there is a clear connection with the ALRC work program and the career development of the employee.

- 63.7 Further information about the PADS is outlined in the ALRC Performance and Development Scheme Policy.

## **64 Managing Underperformance**

- 64.1 Where an employee is not meeting the performance expectations of their role and classification, a performance management strategy will be put in place. However, underperformance may be addressed at any time with an employee.
- 64.2 When an employee's performance is not meeting required standards, the manager will work cooperatively with the employee to attain and sustain the standards required. This may include the provision of coaching, training and counselling.
- 64.3 The employee may be supported by a person of their choice during the process and for any meetings that are relevant to the process.
- 64.4 If after a reasonable period of support the employee's performance continues to be unsatisfactory, this will be notified to the employee in writing and a formal underperformance process will commence. Further information about managing under performance can be found in the ALRC Performance and Development policy.
- 64.5 Underperformance will be managed in accordance with the following principles:
- a) applying natural justice principles and giving employees an opportunity to respond to concerns about their performance;
  - b) applying transparent processes to ensure procedural fairness;
  - c) maintaining open, honest and two-way communications at all times; and
  - d) taking individual circumstances into account, including relevant health issues.

## **65 Workloads**

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

## **66 Study assistance**

- 66.1 The President may grant leave of absence (either with or without pay) or financial assistance to an employee for the purposes of study relevant to employment in the ALRC.
- 66.2 All study leave and financial assistance is discretionary and will be decided by the President.
- 66.3 In deciding on whether to grant study leave and/or financial assistance, the President will take into account the operational priorities and needs of the ALRC, the benefit of the study to the employee's position and/or to the ALRC's work, the amount of time involved and the professional development needs of the individual.
- 66.4 Further information about study assistance is available in policy.

## **Section 9: Travel and location-based conditions**

### **67 Travel**

- 67.1 When employees are required to travel as part of their employment, reasonable costs of travel and hotel accommodation, if required, will be covered by the ALRC, in accordance with the ALRC Travel Policy.
- 67.2 In determining travel requirements, the ALRC will, wherever possible, take into account, and make allowance for, people's circumstances, including family responsibilities, safety, security and other relevant factors.
- 67.3 Employees travelling on official business within Australia are entitled to economy class travel, unless a higher class is determined by the President (where appropriate). Travel allowances to cover the reasonable cost of meals and any necessary incidental expenses will also be paid, in accordance with the ALRC Travel Policy.
- 67.4 Employees required to undertake official overseas business-related travel are entitled to economy class travel, unless a higher class is determined by the President (where appropriate). A reasonable travelling allowance will be paid, in accordance with the ALRC Travel Policy.
- 67.5 Time spent in transit between origin and destination (excluding any stopovers), or between destinations if there is more than one, will be recorded as work hours and will attract:
  - a) Flextime for APS Level 1 – 6 employees in accordance with clause 30; and
  - b) TOIL for Executive Level employees in accordance with clause 31.
- 67.6 Further information is available in the ALRC Travel Policy.

### **68 Relocation assistance**

- 68.1 Where an existing employee is required to relocate at the request of the ALRC (such as to facilitate 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 expenses if they relocate for a period of 13 weeks or more.

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

68.3 Reasonable expenses associated with the relocation include:

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

68.4 Additional relocation assistance may be considered by President's discretion.



# Section 10: Consultation, representation and dispute resolution

## 69 Consultation

### *Principles*

- 69.1 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.
- 69.2 The ALRC recognises:
- a) the importance of inclusive and respectful consultative arrangements;
  - b) employees and the relevant union(s) should have a genuine opportunity to influence decisions;
  - c) the nature and extent of consultation will vary depending on the proposed change and the likely impact on employees. Consultation on ALRC policies may occur over at least two weeks, whereas a major change is likely to require a more extensive consultation process;
  - d) consultation with employees and relevant unions(s) on workplace matters that significantly affect or materially impact them is sound management practice; and
  - e) the benefits of employee and union involvement and the right of employees to be represented by their union.
- 69.3 Genuine and effective consultation involves:
- a) providing employees and the relevant union(s) with a genuine opportunity to influence the decision prior to a decision being made;
  - b) providing all relevant information to employees and the relevant union(s) in a timely manner to support consideration of the issues;
  - c) considering feedback from employees and the relevant union(s) in the decision-making process; and
  - d) 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*

- 69.4 Consultation is required in relation to:
- a) changes to work practices which materially alter how an employee carries out their work;
  - b) changes to or the introduction of policies or guidelines relevant to workplace matters (unless the changes are minor or procedural);

- c) major change that is likely to have a significant effect on employees;
- d) implementation of decisions that significantly affect employees;
- e) changes to employees' regular roster or ordinary hours of work (subject to any other relevant provisions in this Agreement); and
- f) other workplace matters that are likely to significantly or materially impact employees.

69.5 The ALRC, 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 ALRC. 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***

69.6 This clause applies if the ALRC:

- a) 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
- b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

***Representation***

69.7 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.

69.8 The ALRC must recognise the representative if:

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

***Major change***

69.9 In this clause, a major change is **likely to have a significant effect on employees** if it results in, for example:

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

g) the restructuring of jobs.

69.10 The following additional consultation requirements in subclauses 69.11 to 69.16 apply to a proposal to introduce a major change referred to in subclause 69.9.

69.11 Consultation with employees and the relevant union(s) and/or recognised representatives will occur prior to a decision being made, subject to clause 69.5.

69.12 Where practicable, an ALRC 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.

69.13 The ALRC must notify employees and relevant union(s) and/or recognised representatives of the proposal to introduce the major change as soon as practicable.

69.14 As soon as practicable after proposing the change, or notifying of the change in circumstances described at clause 69.4, the ALRC must:

a) discuss with affected employees and relevant union(s) and/or other recognised representatives:

- i. the proposed change;
- ii. the effect the proposed change is likely to have on the employees; and
- iii. proposed measures to avert or mitigate the adverse effect of the proposed change on the employees; and

b) for the purposes of the discussion – provide, in writing, to employees and the relevant union(s) and/or other recognised representatives:

- i. all relevant information about the proposed change, including the nature of the change proposed; and
- ii. information about the expected effects of the proposed change on the employees; and
- iii. any other matters likely to affect the employees.

69.15 The ALRC 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.

69.16 However, the ALRC is not required to disclose confidential or commercially sensitive information to employees and the relevant union(s) and/or other recognised representatives.

69.17 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 ALRC, the requirements set out in subclauses 69.11 to 69.16 are taken not to apply.

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

69.18 The following additional consultation requirements in subclauses 69.19 to 69.21 apply to a proposal to introduce a change referred to in paragraph 69.4(e).

69.19 The ALRC must notify affected employees and the relevant union(s) and/or other recognised representatives of the proposed change.

69.20 As soon as practicable after proposing to introduce the change, the ALRC must:

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

69.21 The ALRC 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***

69.22 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.

## **70 ALRC Consultative Committee**

70.1 The President will maintain the ALRC Consultative Committee to discuss relevant workplace matters.

70.2 ALRC consultative committees will operate subject to an agreed terms of reference and structure for the term of the agreement.

70.3 The Consultative Committee will include the President, Executive Director and employee representatives nominated by staff representing both legal and corporate areas of the ALRC.

70.4 Policies, procedures and guidelines which support the operation of this Agreement may be made or varied from time to time. The ALRC will consult with employees for ten business days before any new policy, procedure or guideline, or variation to existing policies, procedures or guidelines, is implemented. Policies, procedures and guidelines apply in the form they are in as at the time of any relevant action/decision and can be found on the ALRC file server.

70.5 The Consultative Committee will meet at least two times each year, or as otherwise agreed.

70.6 Further information can be found in the Consultative Committee terms of reference.

## **71 APS consultative committee**

71.1 The President 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.

## **72 Dispute resolution**

72.1 If a dispute relates to:

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

this term sets out procedures to settle the dispute.

72.2 An employee or union who is covered by this Agreement may initiate and/or be a party to a dispute under this term.

72.3 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.

72.4 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.

72.5 If a dispute about a matter arising under this Agreement is unable to be resolved at the workplace level, and all appropriate steps under subclause 72.4 have been taken, a party to the dispute may refer the dispute to the FWC.

72.6 The FWC may deal with the dispute in two stages:

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

*Note: If the FWC arbitrates the dispute, it may also use the powers that are available to it under the Act. A decision that the FWC 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.*

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

- a) an employee must continue to perform their work as they would normally in accordance with established custom and practice at the ALRC that existed immediately prior to the dispute arising unless they have a reasonable concern about an imminent risk to their health or safety; and
- b) subject to paragraph 72.7(a), an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
  - i. the work is not safe; or
  - ii. applicable work health and safety legislation would not permit the work to be performed; or
  - iii. the work is not appropriate for the employee to perform; or
  - iv. there are other reasonable grounds for the employee to refuse to comply with the direction.

72.8 The parties to the dispute agree to be bound by a decision made by the FWC in accordance with this term.

72.9 Any disputes arising under *Australian Law Reform Commission Enterprise Agreement 2016-19* or the National Employment Standards that were formally notified under clause 47 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***

72.10 Where the provisions of subclauses 72.1 to 72.6 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 subclause 72.3, or employee required to provide evidence, will be granted paid time to attend dispute resolution processes and proceedings in the FWC arising from referral of the matter in subclause 72.5.

**73 Delegates' rights**

73.1 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.

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

73.3 The ALRC and union delegates will work together respectfully and collaboratively.

***Supporting the role of union delegates***

73.4 The ALRC respects the role of union delegates to:

- a) provide information, consult with and seek feedback from employees in the workplace on workplace matters;

- b) consult with other delegates and union officials, and get advice and assistance from union officials;
  - c) represent the interests of members to the employer and industrial tribunals; and
  - d) represent members at relevant union forums, consultative committees or bargaining.
- 73.5 The ALRC 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.
- 73.6 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.
- 73.7 To support the role of union delegates, the ALRC will, subject to legislative and operational requirements, including privacy and security requirements:
- a) 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;
  - b) 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;
  - c) 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;
  - d) provide access to new employees as part of induction; and
  - e) provide reasonable access to union delegates to attend appropriate paid time training in workplace relations matters, during normal working hours.
- 73.8 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 ALRC before speaking publicly in that capacity, subject to the APS Code of Conduct and legislative requirements.

## **74 Employee representational rights**

- 74.1 In any matter arising under this Agreement, an employee may have an employee representative assist, under the instructions of the relevant employee or group of employees, as a support person. The ALRC and employee representatives will deal with each other in good faith.
- 74.2 The role of employee representatives, including union delegates and other non-union employee representatives, is to be respected and facilitated.

74.3 An employee will provide prior notice to all parties to a discussion where the employee chooses to be represented.

## **Section 11: Separation, retention and misconduct**

### **75 Resignation**

75.1 An employee may resign from their employment by giving the President at least 14 calendar days' notice.

75.2 At the instigation of the President, 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.

75.3 The President has the discretion to agree to a shorter period of notice or waive the requirement to give notice.

### **76 Payment on death of an employee**

76.1 When an employee dies, or the President has directed that an employee is presumed to have died on a particular date, subject to any legal requirements, the President 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.

### **77 Misconduct**

77.1 Possible misconduct or breaches of the APS Code of Conduct will be dealt with as per section 10 of the PS Act. Further information can be found in the ALRC's Procedures for Determining Breaches of the Code of Conduct.

77.2 Nothing in this Agreement prevents the President from terminating the employment of an employee for serious misconduct, without the notice or payment in lieu required by s 117 of the FW Act.



## **78 Review of Decisions to Terminate Employment**

- 78.1 The sole and exhaustive rights and remedies of an employee in relation to termination of employment, either for misconduct, as a result of poor performance as determined through the ALRC's PADS, or for another reason, are those that the employee enjoys under:
- a) part 3.2 of chapter 3 and part 6.4 of chapter 6 of the FW Act;
  - b) other Commonwealth laws (including the Constitution); and
  - c) the common law.

## **79 Redeployment, retraining, redundancy**

- 79.1 The procedures and entitlements for redundancy and redeployment apply to staff employed as ongoing employees under the PS Act, with the exception of an employee who is subject to a probation period.
- 79.2 The President may determine that the position held by an ongoing employee is excess to requirements for any one of the following reasons:
- a) the employee is one of a class of employees that comprises a greater number of employees than is necessary for the efficient and economical working of the ALRC; or
  - b) the services of the employee cannot be effectively used because of technological, structural or other changes in the work methods of the ALRC or changes in the nature, extent or organisation of the functions of the ALRC; or
  - c) the usual duties are to be performed at a different locality and the appointee is not willing to perform duties at that locality.
- 79.3 Prior to determining that an employee is excess, the President will consult the employee for a period of up to one month to consider redeployment opportunities and the employee's level of interest in voluntary redundancy. The employee may choose to be accompanied by a person of their choice in these discussions.
- 79.4 The President may invite employees who are not potentially excess to express interest in voluntary redundancy, where this would permit the redeployment of an employee who is potentially excess.
- 79.5 Where the position held by an ongoing employee is determined to be excess to requirements, the President will advise the employee in writing and offer them voluntary redundancy. The employee will be given 28 days to consider and respond to the offer. Only one offer of voluntary redundancy will be made to the employee.
- 79.6 Where the employee agrees in writing to an offer of voluntary redundancy, the President can approve the termination of the employee's employment. The period of notice for termination of employment will be in accordance with s 117 of the FW Act. Where the ALRC directs, or the employee requests and the ALRC agrees, payment may be made in lieu of all or part of the notice period.

- 79.7 The severance benefit to be paid to an employee who has accepted voluntary redundancy under s 29 of the Public Service Act will be a sum equal to two weeks salary for each completed year of continuous ALRC/APS service plus a pro rata payment for completed months of service since the last full year of service. The minimum sum payable is four weeks salary and the maximum payable is forty-eight weeks salary, subject to any minimum entitlement the employee has under the National Employment Standards (NES).
- 79.8 The severance benefit will be calculated on a pro rata basis for periods where the employee has worked part-time hours during the period of service.
- 79.9 For the purposes of calculating the severance benefit payment, salary will include:
- a) the appointee's full-time salary, adjusted on a pro rata basis for periods of part-time service; and
  - b) any allowance that has been paid during periods of annual leave and on a regular basis other than a reimbursement for expenses incurred.
- 79.10 An involuntary redundancy occurs where the employee declines or does not respond to an offer of voluntary redundancy within the time permitted in subclause 79.5. No severance benefit will be payable. Instead, a retention period of 40 weeks for an employee over 45 years of age or 28 weeks for any other employee will be taken to commence from the date the employee was advised in writing that he or she was excess to requirements.
- 79.11 If an employee is entitled to a redundancy payment in accordance with the National Employment Standards, the relevant period under the above clause is reduced by the number of weeks redundancy pay that the employee will be entitled to under the NES on termination, calculated as at the expiration of the retention period (as adjusted by this clause).
- 79.12 The employee's employment will be involuntarily terminated at the end of the retention period unless, prior to the end of the retention period, the employee is reassigned to duties at an equal or lower classification. Wherever practicable, the notice of termination will be concurrent with the retention period.
- 79.13 The employee may be reassigned to duties at an equal or lower classification during the retention period. Where the employee is assigned to a lower classification, the employee will continue to be paid at their previous salary for the balance of the retention period.

# Schedule 1 – Base salaries

The designations Administrative Assistant, Office and Finance Coordinator, Project & Executive Assistant and Legal Officer are broadbands – refer to definition of broadband at clause 7.

## Corporate Structure

Classification	Pay points	Salary as at 31 August 2023	Salary from the later of commencement of the agreement or 14 March 2024 (4% increase)	Salary from 13 March 2025 (3.8% increase)	Salary from 12 March 2026 (3.4% increase)
<b>Administrative Assistant</b>					
APS 1	APS 1.1	\$50,000	\$52,000		
	APS 1.2	\$50,460	\$52,478	\$54,516	\$57,497
	APS 1.3	\$51,972	\$54,051	\$56,105	\$58,013
	APS 1.4	\$53,532	\$55,673	\$57,789	\$59,754
	APS 1.5	\$55,138	\$57,344	\$59,523	\$61,547
	APS 1.6	\$56,792	\$59,064	\$61,308	\$63,392
APS 2	APS 2.1	\$58,496	\$60,836	\$63,148	\$65,295
	APS 2.2	\$60,250	\$62,660	\$65,041	\$67,252
	APS 2.3	\$62,059	\$64,541	\$66,994	\$69,272
	APS 2.4	\$63,918	\$66,475	\$69,001	\$71,347
<b>Office and Finance Coordinator</b>					
APS 3	APS 3.1	\$65,838	\$68,472	\$71,074	\$73,491
	APS 3.2	\$67,812	\$70,524	\$73,204	\$75,693
	APS 3.3	\$69,846	\$72,640	\$75,400	\$77,964
	APS 3.4	\$71,942	\$74,820	\$77,663	\$80,304
APS 4	APS 4.1	\$74,098	\$77,062	\$79,990	\$82,710
	APS 4.2	\$76,324	\$79,377	\$82,393	\$85,194
	APS 4.3	\$78,614	\$81,759	\$84,866	\$87,751
	APS 4.4	\$80,972	\$84,211	\$87,411	\$90,383
<b>Project &amp; Executive Assistant</b>					
APS 5	APS 5.1	\$83,402	\$86,738	\$90,034	\$93,095
	APS 5.2	\$85,905	\$89,341	\$92,736	\$95,889
	APS 5.3	\$88,479	\$92,018	\$95,515	\$98,763
APS 6	APS 6.1	\$91,134	\$94,779	\$98,381	\$101,726
	APS 6.2	\$93,866	\$97,621	\$101,331	\$104,776
	APS 6.3	\$96,684	\$100,551	\$104,372	\$107,921
	APS 6.4	\$99,587	\$103,570	\$107,506	\$111,161
	APS 6.5	\$102,570	\$106,673	\$110,727	\$114,492
	APS 6.6	\$105,648	\$109,874	\$114,049	\$117,927

<b>Manager</b>					
Executive Level 1	EL 1.1	\$110,931	\$115,368	\$119,752	\$123,824
	EL 1.2	\$114,259	\$118,829	\$123,345	\$127,539
	EL 1.3	\$117,688	\$122,396	\$127,047	\$131,367
	EL 1.4	\$121,217	\$126,066	\$130,857	\$135,306
	EL 1.5	\$124,856	\$129,850	\$134,784	\$139,367
	EL 1.6	\$128,602	\$133,746	\$138,828	\$143,548
<b>Senior Manager</b>					
Executive Level 2	EL 2.1	\$149,082	\$155,045	\$160,937	\$166,409
	EL 2.2	\$153,554	\$159,696	\$165,764	\$171,400
	EL 2.3	\$158,160	\$164,486	\$170,736	\$176,541

**Legal Structure**

<b>Classification</b>	<b>Pay points</b>	<b>Salary as at 31 August 2023</b>	<b>Salary from the later of commencement of the agreement or 14 March 2024 (4% increase)</b>	<b>Salary from 13 March 2025 (3.8% increase)</b>	<b>Salary from 12 March 2026 (3.4% increase)</b>
<b>Research Officer</b>					
APS 4	APS 4.1/RO1	\$74,098	\$77,062	\$79,990	\$82,710
	APS 4.2/RO2	\$76,324	\$79,377	\$82,393	\$85,194
	APS 4.3/RO3	\$78,614	\$81,759	\$84,866	\$87,751
	APS 4.4/RO4	\$80,972	\$84,211	\$87,411	\$90,383
<b>Legal Officer</b>					
APS 5	APS 5.1/LO1	\$83,402	\$86,738	\$90,034	\$93,095
	APS 5.2/LO2	\$85,905	\$89,341	\$92,736	\$95,889
	APS 5.3/LO3	\$88,479	\$92,018	\$95,515	\$98,763
APS 6	APS 6.1/LO4	\$91,134	\$94,779	\$98,381	\$101,726
	APS 6.2/LO5	\$93,866	\$97,621	\$101,331	\$104,776
	APS 6.3/LO6	\$96,684	\$100,551	\$104,372	\$107,921
	APS 6.4/LO7	\$99,587	\$103,570	\$107,506	\$111,161
	APS 6.5/LO8	\$102,570	\$106,673	\$110,727	\$114,492
	APS 6.6/LO9	\$105,648	\$109,874	\$114,049	\$117,927
<b>Senior Legal Officer</b>					
Executive Level 1	EL 1.1/SLO1	\$110,931	\$115,368	\$119,752	\$123,824
	EL 1.2/SLO2	\$114,259	\$118,829	\$123,345	\$127,539
	EL 1.3/SLO3	\$117,688	\$122,396	\$127,047	\$131,367
	EL 1.4/SLO4	\$121,217	\$126,066	\$130,857	\$135,306
	EL 1.5/SLO5	\$124,856	\$129,850	\$134,784	\$139,367
	EL 1.6/SLO6	\$128,602	\$133,746	\$138,828	\$143,548
	EL 1.7/SLO7	\$132,458	\$137,756	\$142,991	\$147,853
	EL 1.8/SLO8	\$136,433	\$141,890	\$147,282	\$152,290
	EL 1.9/SLO9	\$140,525	\$146,146	\$151,700	\$156,858

<b>Principal Legal Officer</b>					
Executive Level 2	EL 2.1/PLO1	\$149,082	\$155,045	\$160,937	\$166,409
	EL 2.2/PLO2	\$153,554	\$159,696	\$165,764	\$171,400
	EL 2.3/PLO3	\$158,160	\$164,486	\$170,736	\$176,541