



Australian
Competition &
Consumer
Commission

ACCC Enterprise Agreement 2016-2019

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Part 1: Scope of Agreement

Purpose

1. The purpose of this Agreement is to set out, for its duration, the terms and conditions of employment for those employees subject to this Agreement.

Title

2. This Agreement will be known as the Australian Competition and Consumer Commission Enterprise Agreement 2016-2019.

Coverage

3. This Agreement is made under s.172 of the *Fair Work Act 2009* (Fair Work Act) between the Chairperson, on behalf of the Commonwealth of Australia, and non-Senior Executive Service (SES) employees engaged under the *Public Service Act 1999* in the Australian Competition and Consumer Commission (ACCC).
4. An employee temporarily performing at the SES work level may continue to be subject to this Agreement except where it is inconsistent with relevant legislation and the binding instructions of the Delegate.

Operation of Agreement

5. This Agreement commences 7 days after it is approved by the Fair Work Commission (FWC) under s.186 of the Fair Work Act and nominally expires 3 years after its commencement. This Agreement states the terms and conditions of employment of the employees subject to this Agreement, other than terms and conditions applying under a Commonwealth law.

Delegation

6. The Chairperson may, in writing, delegate to or authorise a person to perform any of the Chairperson's powers or functions under this Agreement. No such delegation will prevent the personal exercise by the Chairperson of a power or function so delegated.

ACCC policy

7. The operation of this Agreement is supported by ACCC policy. ACCC policy will apply in the form it is in at the time of any relevant action or decision.
8. Policies and procedures which support the operation of this Agreement, conditions of employment or entitlements will be developed or varied in consultation with employees and the Employee Council.
9. ACCC policy referred to in this Agreement is not incorporated into, and does not form part of, this Agreement.
10. A provision of this Agreement prevails to the extent of any inconsistency with an ACCC policy.

Individual flexibility arrangement

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

Definitions

16. The following table defines particular terms for the purpose of this Agreement:

Term	Definition
ACCC	the Australian Competition and Consumer Commission
ACCC policy	a policy which provides procedural support to the terms and conditions of employment set out in this Agreement
Agreement	the Australian Competition and Consumer Commission Enterprise Agreement 2016-2019
anniversary date	the date of an employee's commencement
Australian Competition and Consumer Commission	for the purposes of this Agreement, includes the Australian Energy Regulator established under s44AE of the <i>Competition and Consumer Act 2010</i> (Cth)
APS	the Australian Public Service
broadband	a group of two or more APS classifications
Chairperson	the person appointed as the chairperson of the ACCC (including a person acting as chairperson), who is the agency head as defined in the Public Service Act
Delegate	see clause 6
employee	an employee, whether ongoing or non-ongoing, engaged by the ACCC under the Public Service Act includes an employee who serves the Australian Energy Regulator but does not include a Senior Executive Service (SES) employee
family member	<p>a person who:</p> <ul style="list-style-type: none"> • is related by blood • is related by marriage • is in a bona fide domestic or household relationship with the employee without discrimination as to sexual orientation • is a child, adopted child, or foster child of: <ul style="list-style-type: none"> ○ the employee ○ the employee's spouse, de facto spouse or partner ○ the employee's former spouse, de facto spouse or partner • the Delegate is satisfied has a strong affinity with the employee of the nature of a family relationship

FWC	Fair Work Commission
Fair Work Act	<i>Fair Work Act 2009</i> (Cth), as amended
flexible hours of attendance	Monday to Friday, 0700-1900
individual assessment	where an employee is invited by their manager to apply for advancement across a transition point or temporarily perform at a higher work value. A recommendation is made to the Delegate based on an assessment made of the relative suitability of the employee, or employees, to perform the relevant duties.
industrial association	as defined in s.12 of the Fair Work Act
Internal Lawyer	is an employee who is assigned an internal lawyer position in the Legal and Economic Division of the ACCC, howsoever named
internal selection	where a position is advertised within the ACCC, inviting applications from any ongoing ACCC employee within the broadband to apply for advancement across a transition point or for temporary performance at a higher work value. A recommendation is made to the Delegate based on an assessment made of the relative suitability of the employee, or employees, to perform the relevant duties.
manager	the immediate manager/supervisor of the employee
merit	has the same meaning as defined in s. 10A(2) of the Public Service Act
open merit selection	where a position is gazetted and advertised, inviting applications from all interested parties. A selection advisory committee assesses the applicants and makes a recommendation to the Delegate.
pay	has the same meaning as salary
Public Service Act	<i>Public Service Act 1999</i> (Cth), as amended
salary	the employee's rate of salary as shown in attachments A–E, including any adjustment for temporary performance at a higher level, and/or individual flexibility arrangements; where salary sacrifice, purchased leave or other relevant arrangements are in place, the employee's salary for purposes of superannuation, severance and termination payments will be determined as if the salary sacrifice or other arrangements had not been entered into
senior manager	the Chairperson, Senior Executive Service Band 1-3, or regional director

settlement period	fortnightly period commencing on the date an employee is paid and finishing on the day before the next date an employee is paid
standard hours of attendance	Monday to Friday, 0830-1230 and 1330-1655, public holidays excepted
standard working hours	Monday to Friday, 7:25 hours per day, 37:05 hours per week, 74:10 hours per fortnight
training classifications	the classifications listed in Schedule 2 of the Public Service Classification Rules 2000
transition point	see Attachments A and B and clause 42; advancement points within a broadband that cannot be crossed by means of salary progression

Part 2: Classification and remuneration

Salary on engagement, promotion or transfer

17. Where an employee is engaged, promoted, transferred, or reassigned either within the ACCC or from outside the ACCC, their salary will be the base of the salary range of the applicable classification.
18. The Delegate may approve a higher salary within the relevant classification where one or more of the following applies:
 - salary progression in the classification has already occurred due to previous temporary performance at this level
 - the experience, qualifications and skills of the employee warrant payment of salary above the base rate
 - the employee's prior salary equalled or exceeded the base salary of the new classification.
19. If, on commencement with the ACCC, an employee from another APS agency (previous agency) is:
 - (a) assigned duties at the same classification level as at their previous agency, and
 - (b) their salary level at their previous agency for the equivalent duties on their last day of service was above the salary cap for the ACCC classification,the employee will be paid at the salary level of their previous agency while engaged by the ACCC until the salary for the ACCC classification equals or exceeds their current salary. Any performance rewards from the employee's previous agency will not be awarded by the ACCC. Work performed by the employee at the classification level in the previous agency will not be considered for the purposes of salary progression.
20. Where at the time of engagement, promotion, or transfer, an employee's salary is incorrectly set at a salary level other than that which it has been agreed the employee will be paid, the Delegate may determine in writing the payment of the employee's salary at the correct salary level and any necessary adjustment.

Classification structure

21. The Delegate will determine the appropriate mechanism to assign an employee to a position in accordance with the relevant legislation.
22. The APS classifications applicable to this Agreement are:
 - ACCC broadband 1 – APS 1, APS 2, APS 3
 - ACCC broadband 2 – APS 4, APS 5
 - APS 6
 - Executive Level 1
 - Executive Level 2
 - Internal Lawyer Broadband 1 – APS 3, APS 4, APS 5, APS 6, EL1
 - Internal Lawyer Broadband 2 – EL2
 - Training classifications

- Graduate (GAPS) Broadband
 - Indigenous Australian Government Development Program (IAGDP) Broadband.
23. The salary ranges for all employees except employees with a training classification (including Graduate APS), IAGDP participants or employees subject to a junior rate of pay are set out in Attachment A and Attachment B to this Agreement.

Internal Lawyer

24. The classification structure for Internal Lawyers is set out in Attachment B. Within this classification structure, assignment of duties, movement, and the transition points operate as described in clauses 41-43.
25. An Internal Lawyer may not be advanced, promoted or be eligible for salary progression or augmented salary through an IFA in the Internal Lawyer Broadband without being an admitted practitioner, however described, of the High Court or the Supreme Court of a state or territory.
26. Where an employee is no longer an Internal Lawyer because they have moved to another position in the ACCC, their salary will not change until the salary for the classification of their new position exceeds their current salary. When this occurs, the employee will be entitled to salary progression and any salary increase (clause 39).

Graduate APS

27. An offer of engagement for a Graduate APS employee is conditional on satisfactory completion of the probationary period which will extend for the life of the graduate development program. Further information about the length and requirements of the graduate development program are contained in ACCC policy. The Delegate has the discretion to extend the period of probation by up to three months where the Delegate considers it appropriate and has provided the employee at least one month's written notice of the extension.
28. The salary range for Graduate APS employees is set out in Attachment C.
29. A Graduate APS employee will be engaged at the GAPS A salary. A Graduate APS employee will be progressed to the GAPS B salary following successful completion of the first rotation of the graduate development program.
30. When the Delegate is satisfied that the course of training has been successfully completed, a Graduate APS employee will be allocated a classification of APS 3 in accordance with the Classification Rules. The Delegate will then assign duties within the APS4 classification and set salary at the base of the APS4 salary range.

Indigenous Australian Government Development Program

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

Training classifications

33. Unless the delegate determines otherwise, employees with training classifications are non-ongoing employees who may be engaged for no longer than 18 months.
34. The classification levels of employees with training classifications will be in accordance with the Australian Public Service Classification Rules 2000, or equivalent.
35. The salaries of employees with training classifications are those provided for by the Australian Public Service Enterprise Award 2015, or equivalent.

Non-ongoing employees

36. Except where otherwise stated in this Agreement or provided by legislation, the terms and conditions of a non-ongoing employee are the same as those for an ongoing employee under this Agreement.
37. An employee who is engaged or commences on an irregular or intermittent basis is a casual non-ongoing employee and will be paid an additional 20 per cent of the hourly rate of pay payable to an ongoing employee in lieu of paid leave entitlements excluding long service leave.

Junior rates

38. An employee under 18 years of age who is engaged with the classification of APS 1 is a junior employee. The salaries of junior employees are set out in Attachment E.

Salary increase

39. The following percentage increases will apply to employees' salaries from the first day of the first full pay period commencing on or after:

Date	7 days after approval of this Agreement from the FWC	12 months after commencement	24 months after commencement
Percentage increase	3%	2%	1%

40. The salary increases stated above do not apply to an employee whose salary is set through an individual flexibility arrangement.

Advancement

41. An employee can advance within a broadband up to a transition point through salary progression (see clauses 65-71).
42. An employee can only advance across a transition point in a broadband if:
 - (a) there is sufficient work available at the higher classification
 - (b) the employee's performance is satisfactory and
 - (c) the employee demonstrates they have gained the necessary skill and proficiencies to perform the more complex work through:
 - a. individual assessment
 - b. internal selection or

c. open merit selection.

43. An employee can only be promoted to the next broadband through an open merit selection process.

Reduction

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

Method of salary payment

45. Employees will have their fortnightly net salary paid by electronic funds transfer into a financial institution account of their choice. Additional fixed deductions may be made to financial institutions subject to the restrictions of the payroll system.
46. The fortnightly salary will be calculated according to the following formula:
- $$\text{fortnightly salary} = (\text{annual salary} \times 12) \div 313$$

Superannuation (employer contribution rate)

47. Where employer contributions are to an accumulation superannuation fund, the employer contribution will be 15.4% calculated on the basis of the employee's fortnightly contribution salary where the employee is a member of the PSS Accumulation Plan (PSSap) or, in the case of any other accumulation fund, on the basis of the employee's ordinary time earnings. The contribution will not be reduced by any other contributions made through salary sacrifice arrangements. This clause does not apply where a superannuation fund cannot accept employer superannuation contributions (for example, a fund unable to accept contributions for employees aged over 75 years).
48. Employer superannuation contributions will not be paid on behalf of employees during periods of unpaid leave that do not count as service, unless otherwise required under legislation or this Agreement.
49. The Delegate may choose to limit superannuation choice to superannuation funds that are SuperStream compliant in accordance with the Superannuation Data and Payment Standards 2012.

Flexible remuneration packaging (salary packaging)

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

Resignation, permanent transfer to another APS agency

52. An employee must give 14 days' written notice of their decision to resign from the ACCC, and 1 month's notice for a voluntary transfer to another APS agency on permanent transfer or promotion. The Delegate may reduce either notice period in exceptional circumstances.

- 53. A resigning or transferring employee must complete the separation requirements prior to their last working day. The separation requirements are available in ACCC policy.
- 54. Where the employee's date of resignation would fall on a non-business day, the effective date of the resignation will be the last business day prior to that non-business day.

Death of employee

- 55. Where an employee dies, or the Delegate directs that an employee will be presumed to have died on a particular date, the Delegate may authorise the payment of the amount of salary, annual leave, long service leave and allowances to which the employee would have been entitled had they otherwise ceased employment on resignation or retirement.

Supported wage system

- 56. The ACCC will contribute to the supported wage system as outlined in Attachment F.

Part 3: Performance

Probation

57. An offer of engagement for an employee other than a Graduate APS employee (see clause 27) is conditional on satisfactory completion of a probationary period of 6 months unless the Delegate determines otherwise. The Delegate has the discretion to extend the period of probation by up to an additional period of six months (12 months in total) where the Delegate considers it appropriate and has provided the employee at least one month's written notice of the extension.
58. During the probationary period, an employee is not subject to either of the following sections of this Agreement:
 - managing unsatisfactory performance (clauses 72-89)
 - excess employees (Attachment G).

Performance management

59. Performance management consists of performance feedback, performance development and performance appraisal.
60. Each financial year the manager and employee will agree on an action plan which includes key deliverables, expected workplace behaviours, performance measures and support required.
61. Throughout the year, the manager and employee will have formal and informal discussions about performance generally and in relation to clause 62 that occurs as early as practical after the performance. These discussions collectively form the performance review.
62. Performance appraisal includes assessment of achievements through the performance review, salary progression and the management of unsatisfactory performance.
63. More detailed information about individual performance management can be found in ACCC policy.
64. For ongoing employees, managing unsatisfactory performance will occur consistent with clauses 72-89.

Salary progression

65. Each eligible employee will be considered for salary progression in September following completion of their performance review for the previous financial year, with any percentage increase to be paid on the first pay date in October.
66. An eligible employee may request additional salary progression reviews by their manager for one additional salary progression in the 12-month review period from four months after the September salary progression review. The manager will conduct the review within 21 business days of a request, with any pay increase to be processed with the first full pay run after the approval is received by Payroll.
67. An eligible employee is an employee other than:
 - (a) an employee with a training classification

- (b) an employee on probation
- (c) an employee who is an IAGDP participant or
- (d) an employee at a junior rate of pay

who:

- (e) has a salary less than the salary cap for their classification (see Attachments A and B)
- (f) has performed duties at their substantive classification level or a higher work value for a cumulative period of 4 months within the preceding 12 months and
- (g) has had recent performance review discussions that indicate they are performing at or above a satisfactory level of performance.

68. A manager will assess an eligible employee's progress through their performance review discussions (if available) or since commencement at that classification level according to the criteria set out in column 1 of the table below. The senior manager will then determine the percentage increase to be applied to an eligible employee's salary according to the corresponding range specified in column 2 of the table below. The manager and the senior manager may take into account the time the employee has spent at the classification level in determining the percentage increase.

Progress since last review	% increase
The employee has made exceptional progress towards being fully competent, skilled, productive and professional for their classification level	Any percentage (up to cap)
The employee has made significant progress towards being fully competent, skilled, productive and professional for their classification level	2% - ≤ 4% (over a 12 month period)
The employee has made some progress towards being fully competent, skilled, productive and professional for their classification level	≤ 2% (over a 12 month period)
The employee has not progressed towards being fully competent, skilled, productive and professional for their classification level	No change

69. If an eligible employee is temporarily working at a higher value at the time of assessment described in clause 68, the manager will assess the employee's progress at the higher level and at their substantive position since their last review (if available) or since commencement at that classification level according to the criteria set out in column 1 of the table. The senior manager will then determine the percentage increase to be applied to the eligible employee's salary at the higher level and to their salary for their substantive position according to the corresponding range specified in column 2 of the table above. The percentages applied by the senior manager may be different.
70. Salary progression cannot result in an employee's salary exceeding the cap for their classification.
71. Delegate approval is required for any percentage increase exceeding 4% in the 12 month salary progression review period.

Managing unsatisfactory performance

Informal performance management process

72. The management of unsatisfactory performance will commence with an informal performance management process. The employee will be given an opportunity to:
 - (a) discuss the aspects of their performance considered as not meeting the acceptable standards of performance for their role
 - (b) provide a response
 - (c) discuss with their manager the required acceptable standards of performance, and
 - (d) agree on an action plan.
73. The period of informal performance management will be no less than 4 weeks.

Formal performance management process

74. If unsatisfactory performance continues, with agreement of the Delegate the manager may commence the formal management process by issuing a written warning notice. Further information about the contents of the written warning notice is contained in ACCC policy.
75. Following issue of the notice and before the formal assessment process begins, the manager and employee must develop a formal performance management plan to address the performance issues detailed in the written notice. If the manager and the employee are unable to agree on a formal performance management plan within 2 weeks of the notice, the plan will be determined by the Delegate.
76. The formal performance management process consists of an assessment period, the duration of which will be at least 4 weeks as defined in the warning notice. During this period, the manager or an independent assessor will assess the employee's performance at least on a fortnightly basis and prepare a written progress report on the employee's performance.
77. The employee must be given the opportunity to provide comments on each report.
78. If the employee has met the required standard of performance by the end of the formal performance management process, no further action will be taken.
79. If the employee's performance fails to meet the required standard by the end of the formal performance management program, the employee will be asked to show cause within 7 days as to why further action should not be taken against them.
80. Further action includes one or more of the following:
 - (a) assignment of more suitable duties
 - (b) removal of special salary level (where applicable)
 - (c) reduction in classification
 - (d) termination of employment on the grounds of unsatisfactory performance of duties.

Reduction in classification

81. A notice of reduction takes effect after one month unless the employee lodges an appeal.
82. If an employee is reduced in classification without consent, the employee may lodge an appeal to the Delegate within 14 days of the notice of reduction on one or both of the following grounds:
 - (a) they met the required standard of performance
 - (b) there was a serious defect in the application of the above procedure.
83. The Delegate will consider the matter and decide to confirm or revoke the notice of reduction in classification within four weeks from the date the appeal was lodged. If the appeal is successful, the notice of reduction in classification is revoked without detriment to the employee.
84. Where an employee lodges an appeal and the Delegate's decision is upheld, the reduction takes effect one month after the notice was issued. During the course of an appeal, the employee will remain in their current job. If the employee fails to appear at a scheduled hearing of the appeal, the Delegate may dismiss the appeal.

Termination

85. If, after being given opportunity to show cause under clause 79, an employee is terminated on the grounds of unsatisfactory performance, the notice of termination will take effect:
 - (a) 14 days after the day on which the notice is given, or after the expiration of the minimum period of notice required under the Fair Work Act, whichever is the later, or
 - (b) after payment in lieu of notice of the amount required under the Fair Work Act.
86. Further information about the management of unsatisfactory performance can be found in ACCC policy.

Temporary transfer

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

Leave

88. Requests for annual leave, purchased leave or long service leave may be approved, but will not extend the assessment period unless this is agreed with the Delegate or unless the leave had been approved before the written warning.
89. The Delegate may extend the assessment period for time taken on personal leave if satisfactory evidence is provided and the leave period was a continuous absence of five days or more. The total aggregated period of extension cannot exceed two weeks unless the Delegate determines otherwise. A medical certificate or other evidence will be required for absences due to personal leave of more than three days.

Part 4: Flexible working conditions

Access

90. An employee is entitled to apply for a flexible working arrangement which includes, but is not limited to:
 - flexible hours of attendance
 - flextime scheme (for APS 1 to APS 6 employees)
 - Time Off In Lieu (for EL1 and EL2 employees)
 - part-time work
 - job-share arrangements
 - home-based work.
91. An application for a flexible working arrangement (other than the flextime scheme, time off in lieu or part-time work which are detailed below) will be determined by the employee's manager subject to operational requirements and will not be unreasonably refused by the Delegate. Further information about flexible working arrangements can be found in ACCC policy.
92. The flexible working conditions described in this Part of the Agreement are in addition to, and not conditional on, access to flexible working arrangements in the Fair Work Act.

Hours of work and attendance

93. The business hours of the ACCC's Canberra, Melbourne and Sydney offices are 0830 to 1730 each business day and the ACCC's Adelaide, Brisbane, Darwin, Hobart, Perth, and Townsville offices are 0900 to 1700 each business day.
94. Standard working hours are Monday to Friday, 7:25 hours per day, 37:05 hours per week, 74:10 hours per fortnight (known as the settlement period).
95. Standard hours of attendance are Monday to Friday 0830–1230 and 1330–1655, public holidays excepted.
96. Flexible hours of attendance are Monday to Friday 0700–1900. An employee may choose start, finish, and break times within this span, subject to their manager's prior agreement.
97. A request from an employee who has responsibility for the care of a child of school age or under to access flexible working arrangements will only be refused on reasonable business grounds.
98. For a part-time employee, standard hours of work and attendance are those agreed with the Delegate.
99. An employee will not be required to work more than 10 hours in a 24-hour period.
100. An employee is responsible for accurately recording working hours. An employee's working hours will be actively monitored (including their use of flex, time off in lieu and annual leave) as part of the employee's performance review. Any action taken in respect of an employee's working hours will be in consultation with the employee and in the interests of the employee's work/life balance and of the ACCC.

Breaks from work

101. An employee should not work more than five hours without a break of at least 30 minutes. Apart from breaks from telephone duty (clause 102), breaks taken from work within the work day are not paid breaks.
102. An Infocentre employee on telephone duty must take a paid five minute break from the telephone within any hour where they are not already rostered a break, or where they have experienced an aggressive or upsetting call. These five minute breaks do not accumulate. After two hours and before five hours of telephone duty, an Infocentre employee or switchboard operator must take a paid 15 minute break from the telephone.

Unreasonable additional hours

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

Flextime Scheme

104. An employee with a classification of APS 1 to APS 6 or a training classification, including part-time employees, may access the Flextime Scheme. The Delegate may direct that an employee not participate in the Flextime Scheme. In this case the employee will work standard or agreed part-time hours unless the Delegate agrees otherwise.
105. Flex credits will accrue on an hour for hour basis for time worked during the flexible hours of attendance in excess of 7:25 hours per day. Flex credits will also accrue on an hour for hour basis for time spent travelling on official business in Australia regardless of the time of that travel.
106. Attendance beyond standard working hours that is not required in the view of the employee's manager will not accrue flex credits. Attendance beyond the flexible hours of attendance will only accrue flex credits with the approval of the employee's manager.
107. An employee may carry over a maximum of 37:05 hours of flex credit to the next settlement period.
108. An employee may carry over more than 37:05 hours flex credit to the next settlement period with the agreement of their manager. When this occurs, the employee must reduce their flex credit to less than 37:05 hours by the end of the next settlement period. If the reduction is not possible because of operational requirements, the employee may elect to be paid overtime at a rate of one and one half for the hours worked in excess of 37:05 hours. An employee may take up to a maximum of 5 days of flex leave over 2 consecutive settlement periods, subject to their manager's approval.
109. An employee may carry over a maximum of 10 hours of flex debit to the next settlement period. Any flex debit in excess of 10 hours at the end of the settlement period will be treated as leave without pay and the employee's salary will be adjusted accordingly.
110. Further information about the Flextime Scheme can be found in ACCC policy.

Executive level employees: flexible hours and time off

- 111. Subject to operational requirements, an employee with a classification of EL1 or EL2 (executive level employees) may choose their start, finish and break times within the flexible hours of attendance. An executive level employee may make a request to their manager for variations to their attendance times and for short-term absences, including full day absences, without the need for a leave application.
- 112. Subject to operational requirements, executive level employees should have a break of at least 8 hours plus reasonable travelling time, between ceasing work on one day and commencing work the next day.
- 113. An executive level employee will have reasonable access to time off. Time off is not intended to compensate for additional hours worked on a one for one basis.
- 114. Further information about time off for executive level employees can be found in ACCC policy.

Part-time work

- 115. An employee who enters into an agreement with the Delegate to work fewer hours than the standard working hours (known as a part-time working arrangement) is a part-time employee.
- 116. The remuneration and other benefits of a part-time employee will be calculated on a pro rata basis except for the entitlements in the Allowances section of Part 6 of this Agreement, where a part-time employee will receive the same amount as a full-time employee.
- 117. An employee may:
 - (a) request a part-time working arrangement
 - (b) request reversion to full-time hours within the period of their part-time agreement (for part-time employees) or
 - (c) request variation of part-time hours (for part-time employees)approval will be subject to operational requirements and take into account an employee's personal circumstances. The Delegate will not unreasonably oppose requests for part-time work or changes to an existing part-time working arrangement.
- 118. A full-time employee who becomes a part-time employee has a right to revert to full time hours at the end of their part-time agreement.
- 119. No employee will be required to vary part-time hours agreed in the part-time work arrangement.
- 120. Part-time APS 1-6 employees may participate in the flextime scheme by arrangement with their Manager. Flextime cannot be used to vary a part-time employee's hours without the employee's consent.
- 121. Further information about part-time working arrangements can be found in ACCC policy.

Parental leave

- 122. An employee will have access to a flexible working arrangement consistent with clause 90 of this Agreement at any time in the 6 week period prior to the birth of the employee's child, provided the employee has a medical certificate indicating fitness

for duty. If an employee chooses to work part-time hours (as opposed to using one of the other flexibility options that are available to the employee) in the period immediately prior to commencing parental leave, it will impact the rate of parental leave paid to the employee.

123. An employee returning from parental leave or supporting partner's leave:

(a) will have access to part-time work

(b) may request a reversion to full time hours within the period of their part-time agreement

(c) may request variation of part-time hours.

See clauses 117-119 for further information.

Part 5: Leave

Annual leave

Accrual

- 124. Annual leave will accrue progressively at a rate of 148:20 hours per year of service for a full time employee and on a pro rata basis for a part-time employee.
- 125. An employee who has received compensation for a total of 45 weeks will accrue annual leave credits on a pro rata basis for hours actually worked.

Approval

- 126. Annual leave can be taken as it accrues, subject to the approval of an employee's manager. Such approval will not be unreasonably withheld.
- 127. Annual leave must be accrued before it can be taken; it cannot be taken in anticipation of future accrual.

Cash out of annual leave

- 128. An employee may enter into a written agreement with their manager to cash out annual leave credits where:
 - (a) the employee has taken at least 3 weeks of leave for recreational purposes over the 24 months immediately preceding the cash out date, which can include a combination of annual leave, purchased leave or long service leave
 - (b) the employee's annual leave balance will be no less than 20 days following the cash out and
 - (c) the employee has not cashed out annual leave in the 12 months prior to the cash out date.
- 129. The amount payable on cash out will be the full amount that the employee would have been paid had they taken the annual leave.
- 130. An employee must enter into a new agreement and meet the same conditions outlined in clause 128 each time they wish to cash out annual leave.

Annual leave at half pay

- 131. Subject to the agreement of the employee's manager, an employee may elect to take annual leave at half pay provided the leave request is for 5 days (equivalent of 2.5 annual leave credits, pro-rated for part-time employees) or longer. If approved, annual leave credits will only be deducted for half of the leave duration.
- 132. Annual leave taken at half pay counts as service.

Excess annual leave

- 133. The maximum annual leave balance is 55 days. An employee with 50 days of annual leave or more must reach an agreement with a senior manager to manage the reduction of their annual leave balance over a reasonable period of time but not greater than 6 months to ensure it does not exceed 55 days. This agreement must be

completed not later than 1 month after the date on which the employee accrued their 55th day of annual leave (leave agreement).

134. In developing a leave agreement under clause 133, the senior manager will consider the employee's circumstances including whether:
- the employee has had sufficient periods of absence from work to ensure refreshment and well-being
 - combining annual leave with parental leave or
 - using annual leave for study purposes.
135. If an employee fails to reach an agreement or comply with an agreement as required by clause 133 or 134, the employee may be directed to take leave until their annual leave balance is less than 55 days.
136. Further information can be found in ACCC policy.

Purchased leave

137. An ongoing employee may apply to their manager for up to 4 weeks of purchased leave. A manager may permit an employee to purchase more than 4 weeks of leave in exceptional circumstances. Further information on purchased leave can be found in ACCC policy.
138. Purchased leave must be taken within 26 pays of the date on which it was purchased.

Personal leave

Definition of personal leave

139. An employee may take personal leave for the following purposes:
- the employee is not fit for work because of a personal illness or personal injury affecting the employee (sick leave)
 - the employee must attend medical examinations, tests or treatment (sick leave)
 - to provide care or support to a family member, or a member of the employee's household, who requires support because of:
 - a personal illness or personal injury affecting the member or
 - an unexpected emergency affecting the member (carer's leave)
 - a family member contracts or develops a personal injury or illness that poses a serious threat to their life, or dies (compassionate leave)
 - in accordance with clauses 169 or 170 (supporting partner's leave).

Note: The operation of this clause will not reduce entitlements to compassionate leave or personal leave under the National Employment Standards. Further information about the interaction of compassionate and personal leave in compliance with the National Employment Standards can be found in ACCC policy.

Accrual

- 140. Personal leave will accrue progressively at a rate of 148:20 hours per year of service for a full-time employee and on a pro rata basis for a part-time employee.
- 141. On engagement, an ongoing full-time employee will be credited with 148:20 hours personal leave. From their first anniversary date, an employee will accrue personal leave progressively at an accrual rate of 148:20 hours for each year of service. Ongoing part-time employees will be credited with personal leave on a pro rata basis for the proportion of standard working hours they work.
- 142. On engagement, non-ongoing employees will accrue personal leave progressively at an accrual rate of 148:20 hours for each year of service. Non-ongoing part-time employees will be credited with personal leave on a pro rata basis for the proportion of standard working hours they work.
- 143. An employee who has received compensation for a total of 45 weeks will accrue personal leave credits on a pro rata basis for hours actually worked.
- 144. Personal leave credits and debits will be maintained in hours and minutes. Unused personal leave credits will accumulate.
- 145. Accrued personal leave credits will not be paid out on separation from the ACCC.

Approval

- 146. Where possible, applications for personal leave should be made to the Delegate in advance of the leave. An employee may be required to support an application for personal leave with satisfactory evidence.
- 147. Personal leave must be approved by the Delegate.
- 148. Single absences of less than one day can also be taken as personal leave or flex leave.
- 149. Further information about the processes for applying for, and the approval of, personal leave can be found in ACCC policy.

No personal leave credits

- 150. Where an employee has no personal leave credits, the Delegate may approve additional leave as unpaid personal leave or half pay personal leave. The Delegate will determine whether unpaid personal leave counts as service except where otherwise provided for by legislation. Where an employee takes leave without pay not to count as service, the accrual of personal leave credits will be adjusted, unless otherwise required by legislation.
- 151. Where an employee has no personal leave credits the employee may access unpaid personal/carer's leave in accordance with the National Employment Standards in the Fair Work Act.

Personal leave while on other forms of leave

- 152. An employee on annual leave or long service leave who:
 - (a) satisfies the definition of sick/carer's leave in clause 139 produces satisfactory medical evidence
 - (b) satisfies the definition of compassionate leave in clause 139 or

- (c) is on another form of leave provided for by the National Employment Standards in the Fair Work Act (including an absence for a community service activity under section 108) but is not on unpaid parental leave

may apply for personal leave to be approved for that period instead of the annual or long service leave previously approved. Annual leave or long service leave will be re-credited for the period of personal leave granted.

- 153. An employee is not entitled to paid personal leave while taking parental leave or supporting partner's leave, unless otherwise permitted by legislation.

Long service leave

- 154. An employee is eligible for long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.
- 155. The minimum period of long service leave which will be granted is 7 calendar days at full pay or 14 days at half-pay, per occasion.
- 156. Long Service Leave cannot be broken by other forms of leave unless required by legislation.

Parental leave

- 157. Employees (other than casual employees) who are pregnant, or who have given birth are covered by the provisions of the *Maternity Leave (Commonwealth Employees) Act 1973* (the Maternity Leave Act).
- 158. Employees with an entitlement to paid leave under the Maternity Leave Act are provided with an additional 4 weeks of paid parental leave, to be taken continuous with the entitlement to paid maternity leave provided by the Maternity Leave Act.
- 159. Employees who adopt or are the primary caregiver for a permanently fostered child are entitled to up to 52 weeks of parental leave. For primary caregivers, up to 16 weeks of that leave will be paid leave, commencing from the time of placement of the child, provided the employee satisfies the same qualifying requirements as those required to receive paid leave in accordance with the Maternity Leave Act.
- 160. Employees are entitled to parental leave for adoption or permanent foster care when that child:
 - (a) is under 16 years of age
 - (b) has not, or will not have, lived continuously with the employee for a period of 6 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/partner.
- 161. Documentary evidence of approval for adoption or enduring parental responsibilities under formal fostering arrangements must be submitted when applying for parental leave for adoption or permanent foster carer purposes.
- 162. An employee who has insufficient annual leave credits may take 2 days unpaid pre-adoption leave or pre-foster carer's leave to attend interviews or examinations required to obtain approval to adopt or foster a child.
- 163. Employees who are eligible for paid parental leave may elect to have the payment for that leave spread over a maximum of 32 weeks at a rate no less than half their

normal salary. Where payment is spread over a longer period, a maximum of 16 weeks of the leave period will count as service.

164. On ending the initial 52 weeks of maternity or parental leave, employees may request an extension of unpaid parental leave for a further period of up to 52 weeks. The second period of unpaid leave is to commence immediately following the initial 52 week leave period.
165. Unpaid parental leave will not count as service, except for any unpaid leave taken during the first 16 weeks of maternity or parental leave.
166. An employee who is a member of an accumulation superannuation fund will be paid the employer superannuation contribution they were entitled to on their last day of work before commencing maternity or parental leave until the final day of the second period of unpaid parental leave provided for in clause 164.
167. This leave is inclusive of public holidays and will not be extended because a public holiday falls during a period of paid or unpaid parental leave.
168. On ending parental leave, employees:
 - (a) will have access to part-time work
 - (b) may request a reversion to full time hours within the period of their part-time agreement
 - (c) may request variation of part-time hours.See clauses 117-119 for further information.

Supporting partner's leave

169. An employee with 12 months continuous service in the APS who is not the primary care giver to a dependent child may take up to 15 days paid supporting partner's leave. If an employee wishes to extend their supporting partner's leave, they may take up to 5 days of personal leave.
170. An employee without 12 months continuous service in the APS who is not the primary care giver to a dependent child may take up to 5 days of personal leave.
171. Supporting partner's leave is to be taken within 6 weeks of:
 - the date of the birth
 - the adoption of the dependent child or
 - the placement of the dependent child on a permanent fostering arrangement.
172. Documentary evidence of approval for adoption or enduring parental responsibilities under formal fostering arrangements must be submitted when applying for supporting partner's leave.
173. Supporting partner's leave can only be taken on full pay.
174. Supporting partner's leave will not be extended because a public holiday falls during the period of supporting partner's leave. This does not apply if the employee is on personal leave.
175. Supporting partner's leave (including the 5 days of personal leave) will count for service.

176. On ending supporting partner's leave, employees:
- (a) will have access to part-time work
 - (b) may request a reversion to full time hours within the period of their part-time agreement
 - (c) may request variation of part-time hours.
- See clauses 117-119 for further information.

Defence Reservists leave

177. An employee may be granted leave (with or without pay) to enable the employee to fulfil Australian Defence Force (ADF) Reserve and Continuous Full Time Service (CFTS) or Cadet Force obligations.
178. An employee is entitled to leave with pay, of up to four weeks during each financial year, and an additional two weeks paid leave in the first year of ADF Reserve Service, for the purpose of fulfilling service in the ADF Reserve.
179. With the exception of the additional two weeks in the first year of service, leave can be accumulated and taken over a period of two years.
180. An employee who is an officer or instructor of cadets in a Cadet Force may be granted paid leave of up to three weeks each financial year to perform duties as an officer or instructor of Cadets. For these purposes 'Cadet Force' means the Australian Navy Cadets, Australian Army Cadets, or the Australian Air Force Cadets.
181. Defence Reserve leave counts as service for all purposes, except for unpaid leave to undertake Continuous Full Time Service (CFTS). Unpaid leave for the purpose of CFTS counts for all purposes except annual leave.

Other leave

182. The Delegate may approve other leave, with or without pay, for any purpose which the Delegate considers to be in the interests of the ACCC having regard to operational requirements. More information is in ACCC policy.
183. When an employee is required or authorised to take leave by legislation, the Delegate will determine whether the leave will be paid or unpaid, to the extent permissible by the relevant legislation.
184. Where the ACCC initiates secondments or where there are special circumstances in the interests of the ACCC, the Delegate may determine that leave without pay will count as service. In all other instances, leave without pay will not count as service unless otherwise required by legislation.
185. A period of leave granted with pay counts as service.

Public holidays

186. Employees will be entitled to the following public holidays:
- New Year's Day (1 January)
 - Australia Day (26 January)
 - Good Friday
 - Easter Monday

- Anzac day (25 April or a substitute day)
 - in each state and territory, the day observe to celebrate the anniversary of the birthday of the Sovereign
 - Christmas Day (25 December)
 - Boxing Day (26 December)
 - an additional day (to be treated as a public holiday for the purposes of this Agreement) between Christmas Day and New Year's Day on:
 - if Christmas Day falls on a Sunday—28 December
 - if Christmas Day falls on a Monday or a Wednesday—27 December
 - if Christmas Day falls on a Tuesday—31 December
 - if Christmas Day falls on a Thursday, Friday or Saturday—29 December.
187. State, Territory and local public holidays will be observed by employees who work in that State, Territory, or locality when these days are declared State or Territory law or gazetted in the relevant State or Territory government gazette.
188. An employee and the Delegate may agree to substitute any holiday prescribed in clause 186 and the Christmas shutdown period specified at clause 193 above for a cultural or religious day of significance to the employee having regard to operational requirements.
189. Employees will be paid at the rate of salary applicable on that day, had the day not been a public holiday.
190. Where an employee is absent on a day or part-day that is a public holiday, the employee is entitled to be paid for the day 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.
191. Where a public holiday falls during a period when an employee is on annual leave or paid personal leave, the employee is not taken to be on annual leave or personal leave in accordance with the Fair Work Act. The public holiday will not be counted in the number of leave days taken by the employee.
192. Where a public holiday falls during a period when an employee is on leave other than annual leave or paid personal leave, the holiday will be counted in the period of leave. Payment for that day will be the same as if it were not a public holiday (for example, if the employee is absent on long service leave at half pay, the payment for the day will also be at half pay).

Christmas shutdown

193. ACCC will shut down at noon on the last working day before Christmas Day and re-open on the first working day after New Year's Day.
194. Payment for absences on working days during Christmas shutdown will be made in accordance with an employee's usual ordinary hours of work for that day. However, where an employee would otherwise be absent on leave on that day, the rate of payment will be in accordance with the payment for that leave entitlement.
195. An employee required to work during the Christmas shutdown will be paid at overtime rates at a rate of one and one half.

196. Where a part-time employee is not rostered to work during any portion of the shutdown period, the employee may elect to take the equivalent time off by agreement with their manager.

Portability of leave

197. Where an employee moves into the ACCC (including on promotion or for an agreed period) from another agency where they were an ongoing APS employee, the employee's unused accrued annual leave and personal leave (however described) will be transferred, provided there is no break in continuity of service.
198. Where an employee is engaged by the ACCC immediately following a period of ongoing employment in the Parliamentary Service or the ACT Government Service, the employee's unused accrued annual leave and personal leave (however described) will be recognised unless the employee received payment in lieu of those entitlements on termination of employment.
199. For the purposes of this clause:
- (a) APS employee' has the same meaning as the Public Service Act
 - (b) 'Parliamentary service' refers to engagement under the *Parliamentary Services Act 1999* (Cth).
200. Where a person is engaged as an ongoing employee by the ACCC, and immediately prior to the engagement the person was employed as a non-ongoing APS employee (whether by the ACCC or another APS agency) the Delegate may, at the employee's request, recognise any unused, accrued annual leave (excluding accrued leave paid out on termination of employment) and personal leave (however described).

Unauthorised absence

201. Where an employee is absent from duty without approval, all payments made to the employee, including salary, will cease to be available until the employee resumes duty or is granted leave.
202. Any period of unauthorised absence does not count as service.

Part 6: Other working conditions and allowances

Overtime

203. A full-time employee with a classification of APS 6 or below will be paid overtime when directed by their manager to work outside standard working hours. International travel does not attract overtime. Where operational requirements do not permit prior direction, overtime can be subsequently approved by the employee's manager. Further information about overtime can be found in ACCC policy.
204. A part-time employee with a classification of APS 6 or below will be paid overtime when directed by their manager to work:
- (a) outside the employee's agreed hours or
 - (b) more than the total number of agreed hours in the employee's settlement period.
205. Where overtime is continuous with ordinary duty, overtime will be paid for actual time worked. If overtime is not continuous with ordinary duty, an employee will be paid a minimum of 2 hours of overtime.
206. Subject to clauses 210-212, overtime is calculated at the multiplier of time and one half of the employee's salary.
207. Where an employee works any period of overtime, the employee is entitled to an 8 hour break plus actual travelling time (break following overtime) before recommencing work without any loss of pay. Where a break following overtime is not possible due to operational requirements, the employee will be paid at the multiplier of time and one half for work at any time until the employee is able to take their break following overtime.
208. An employee will be provided with a taxi voucher or other reimbursement for taxi travel to and from their home where necessary.
209. An employee should have a break after each five hours of work.
210. Where an employee has been directed by their manager to work more than 15 hours of overtime in any 7 day period, the full period of overtime will be paid at the multiplier of double time until the employee has a one day break from work. The one day break may be a Saturday, Sunday or public holiday.
211. Where an employee has been directed by their manager to work more than 10 hours of overtime on one weekend or on one weekend and one adjoining public holiday, the full period of overtime worked on the same weekend or the same weekend and adjoining public holiday will be paid at the multiplier of double time.
212. Where an employee is not on-call (see clause 224) and is called into work to meet an emergency outside flexible hours of attendance, the employee will be paid at a multiplier of double time for:
- (a) any reasonable time spent travelling to work and
 - (b) the overtime worked outside the flexible hours of attendance.

Time off in lieu

213. An employee entitled to be paid overtime may elect to take time off in lieu of overtime, except where the employee has reached the maximum carryover of flex credit, in

which case an overtime payment must be made. The time off will be calculated according to the multiplier which would be applicable if the employee elected to be paid overtime.

Executive level employees

214. The Delegate may direct that an executive level employee be paid overtime in exceptional circumstances. Overtime will be paid at a multiplier of one and one half unless one of the circumstances in clauses 210-22 applies.

Temporary performance at a higher work value

215. The Delegate may assign an employee work at a higher work value on a temporary basis. Where the period of temporary performance at a higher work value will or does extend beyond three months, the Delegate will usually require an internal selection process.
216. Where an employee has temporarily performed work at a higher work value for a continuous period of five working days or more (not including any days worked outside standard working hours), or in the case of a job-share arrangement, five working days at the higher level, the employee will be paid for that work at a rate consistent with the work level standards for the work being performed as determined by the Delegate. An employee may be paid a portion of the rate where they will not be performing work at a higher value full time.
217. At the discretion of the Delegate, an employee temporarily performing work at a higher work value for a period of fewer than 5 working days (not including any days worked outside standard working hours) may receive payment at the rate consistent with the higher work level standard in exceptional circumstances.
218. Where an employee is temporarily performing work at a higher work value, any resulting additional payment is treated as salary for the purpose of determining other allowances.
219. Where an employee is temporarily performing work at a higher work value, the provisions of this Agreement for the higher classification will apply to the employee (for example, overtime).
220. Where an employee is temporarily performing work at a higher work value, they will continue to receive any resulting additional payment while on paid leave and during public holidays, for the approved period of the temporary performance at the higher work value.
221. Where an employee is temporarily performing work at a higher value, they will be eligible for salary progression in accordance with clause 69.
222. Further information about temporary performance at a higher work value can be found in ACCC policy.
223. Where an employee is required to undertake the duties of a Senior Executive Service (SES) position, the pay and conditions of the employee will be determined by the Delegate.

On-call duty

224. An employee with a classification of APS 6 or below will be paid on-call duty when directed by the Delegate to be contactable and available to perform duty outside the

standard working hours of the employee. Where operational requirements do not permit prior direction, on-call duty may be subsequently approved by the employee's manager.

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

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

226. When an employee is on-call and is directed to work outside flexible working hours, the employee will be paid overtime at a multiplier of one and one half for:
- (a) no less than 1 hour if the employee is not required to travel to the workplace, or
 - (b) no less than 2 hours plus actual travel time if the employee is required to travel to the workplace.
227. On-call duty is not payable for any period for which the employee receives another type of paid allowance (including overtime), was not contactable or was not available.
228. The Delegate may direct that an executive level employee be paid on-call duty in exceptional circumstances. Overtime for any work will be paid in accordance with clause 214.

Healthy lifestyle reimbursement

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

Workplace responsibility allowance

231. A Workplace Responsibility Allowance (WRA) of \$24.72 per fortnight (and \$25.21 from 12 months after commencement, \$25.46 from 24 months after commencement) will be paid to employees for undertaking the following workplace responsibility roles:
- First Aid Officer
 - Fire Warden
 - Health and Safety Representative
 - Workplace Contact Officer.

232. Employees who undertake more than one of the above workplace responsibility roles will only receive one payment of the allowance per fortnight.
233. An employee will no longer be eligible for the WRA if:
- (a) the employee commences a planned period of paid or unpaid leave (other than long service leave) for 12 weeks or more in which case the WRA will cease to be paid from the first day of the leave or
 - (b) the employee is unexpectedly on paid or unpaid leave (other than long service leave) for 12 weeks or more in which case the WRA will cease to be paid from the day after the final day of the 12 weeks.
234. Further information about the WRA can be found in ACCC policy.

Allowances

Variation to allowances or working conditions

235. The levels of the following allowances and accommodation rates are reviewed by the Delegate every 1 July.

Travel allowance

236. The amount payable as a travel allowance will be determined annually following a review of the annual Taxation Determination issued by the Commissioner of Taxation stating the reasonable amounts for domestic and international travel allowance expenses. Payment information, including the applicable rates, is available in ACCC policy. Rates will not exceed the maximum amount that is relevant to the employee as indicated in the Taxation Determinations issued by the Commissioner of Taxation annually.
237. For part day travel which does not involve an overnight stay, an employee travelling on official business for a period of 10 hours or more will be paid a part day travel allowance of \$60 for meals and incidental expenses.
238. An employee who undertakes travel on official business and is required to be absent from their usual place of work overnight will have their reasonable costs of accommodation met by the ACCC and be paid an allowance for meals and incidental expenses.
239. In calculating the allowances payable under clauses 236-238 time involved in official travel by rail or air will include 90 minutes before the scheduled time of departure from the city of the employee's usual place of work and 90 minutes after the time of the employee's return to that city. For all other means of travel, the actual times of departure from and return to the city of their headquarters will be used. The allowance for meals and incidentals is inclusive of the goods and services tax.

Meal allowance

240. The amount payable as a meal allowance will be determined annually following a review of the annual Taxation Determination issued by the Commissioner of Taxation stating the reasonable amounts for overtime meal allowance expenses. The amount of meal allowance will be based on the relevant Taxation Determination.
241. If an employee is required to work by their manager attracting the payment of overtime (see clause 203), the employee will be paid a meal allowance in accordance with the time periods and minimum hours worked in the following table:

Employee type	Overtime period	Min hrs to be worked	Type of working day
Full time Part time	Commenced 0600 hrs or earlier	Five	Normal working day
Full time	Commenced at or before 1200 & ceased at or after 1400 hrs	Five	Weekend, public holiday
Part time	Commenced at or before 1200 & ceased at or after 1400 hrs	Five	Normal working day outside of part-time work schedule
Full time	at work at 2000 hrs or later	Two	Normal working day, weekend, public holiday.
Part time	at work at 2000 hrs or later	Two	Normal working day, weekend, public holiday; if outside part-time work schedule
Full time Part time	at work at 0000 hrs	Two	Normal working day, weekend, public holiday

Motor vehicle allowance

242. The Delegate may authorise an employee to use a private motor vehicle, or a vehicle hired by the employee, for official purposes where it will result in greater efficiency or be of less expense to the ACCC.
243. An employee authorised to use, or hire, a private motor vehicle for official purposes will be entitled to a motor vehicle allowance. The amount of the allowance will be based on the relevant Taxation Determination.

Living away from home allowance

244. The Delegate will determine appropriate allowances where an employee is required to be temporarily absent from their usual place of work on official business in one locality for more than two weeks.
245. The Delegate will also determine appropriate allowances where an employee participates in an approved employee development program. Further information about the living away from home allowance can be found in ACCC policy.

Relocation assistance

246. Where an employee is required by the ACCC to relocate to a different geographic location upon commencement, promotion, transfer, ongoing reassignment or temporary reassignment in excess of 12 months, the employee may be paid relocation assistance.

- 247. In exceptional circumstances, where an employee instigates a relocation, the employee may be paid relocation assistance at the discretion of the Delegate.
- 248. Further information about relocation assistance can be found in ACCC policy.

Studies assistance scheme

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

Employee assistance

- 250. Employees and their immediate family will have access to the ACCC's Employee Assistance Program (EAP) for personal or work related problems.
- 251. Employees will have reasonable paid time to seek assistance and advice on employment issues during work time from any person, subject to operational requirements and their manager's prior approval.

Loss, damage and indemnity

- 252. The Delegate may approve reimbursement to an employee for loss or damage to clothing or personal effects which occurs in the course of the employee's work.
- 253. The Delegate has the discretion to reimburse an employee for expenses reasonably and unavoidably incurred in carrying out the ACCC's functions.

Part 7: Cooperative working relationship

Representation

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

Employee consultation

- 256. To provide ACCC management with effective input from employees, the ACCC will establish an Employee Council. Without limiting its freedom to make business decisions, the ACCC will consult with the Employee Council about employment and workplace relations matters including matters associated with the implementation and operation of this agreement.
- 257. The Employee Council will comprise three SES and up to 14 non-SES members and will be governed by a Terms of Reference.
- 258. Any change to Employee Council Terms of Reference will be subject to consultation with the Employee Council.
- 259. The Employee Council will meet at least quarterly. At least one meeting each year will be a face-to-face meeting of members of the Council with all other meetings being convened via VCU.
- 260. The ACCC may undertake broader consultation with employees outside the Employee Council to promote employee satisfaction and welfare, and organisational productivity, through a cooperative working relationship.

Consultation on major change

- 261. This provision applies when the ACCC:
 - (a) has made a definite decision to introduce a major change to its organisation, structure, or technology that is likely to have a significant effect on employees of the ACCC or
 - (b) proposes to introduce a change to the standard working hours or regular roster of work of employees.
- 262. In this provision, a major change is likely to have a significant effect on employees if it results in any of the below:
 - (a) the termination of the employment of employees
 - (b) major change to the composition, operation or size of the ACCC's workforce or to the skills required of employees
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure)
 - (d) the alteration of hours of work
 - (e) the need to retrain employees
 - (f) the need to relocate employees to another workplace

(g) the restructuring of jobs.

263. In this provision, 'relevant employees' means the employees who may be affected by the major change.

Major change

264. For a major change referred to in clause 261(a):

(a) the ACCC must notify the relevant employees of the decision to introduce the major change and

(b) clauses 265 to 270 apply.

265. The relevant employees may appoint a representative for the purposes of the procedures in this provision.

266. If:

(a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation

(b) the employee or employees advise the ACCC of the identity of the representative, the ACCC must recognise the representative.

267. As soon as practicable after making its decision, the ACCC must:

(a) discuss with the relevant employees:

i. the introduction of the change

ii. the effect the change is likely to have on the employees

iii. measures the ACCC is taking to avert or mitigate the adverse effect of the change on the employees and

(b) for the purposes of the discussion—provide, in writing, to the relevant employees:

i. all relevant information about the change including the nature of the change proposed

ii. information about the expected effects of the change on the employees

iii. any other matters likely to affect the employees.

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

269. The ACCC must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

270. If a clause in the Agreement provides for a major change to the ACCC's organisation, structure or technology, the requirements set out in clauses 264(a), 265 and 267 are taken not to apply.

Change to standard working hours or regular roster of work

271. For a change referred to in clause 261(b):

(a) the employer must notify the relevant employees of the proposed change and

(b) clauses 272 to 276 apply.

272. The employees who may be affected by a change referred to in clause 261(b) (relevant employees) may appoint a representative for the purposes of the procedures in these clauses.
273. 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
- the employer must recognise the representative.
274. As soon as practicable after proposing to introduce the change, the ACCC must:
- (a) discuss with the relevant employees the introduction of the change; and for the purposes of the discussion, provide to the relevant employees:
 - i. all relevant information about the change, including the nature of the change
 - ii. information about what the employer reasonably believes will be the effects of the change on the employees and
 - iii. information about any other matters that the employer reasonably believes are likely to affect the employees and
 - (b) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
275. However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
276. The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.

Dispute settlement procedures

277. If a dispute relates to:
- (a) a matter arising under the Agreement
 - (b) the National Employment Standards
- this section sets out procedures to settle the dispute.
278. An employee who is a party to the dispute may appoint a representative for the purposes of this section.
279. In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees concerned and the relevant supervisor or supervisors and/or management.
280. If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to FWC.
281. FWC may deal with the dispute in two stages:
- (a) FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion, or making a recommendation
 - (b) if FWC is unable to resolve the dispute at the first stage, FWC may then:
 - i. arbitrate the dispute

- ii. make a determination that is binding on the parties.
- 282. If FWC arbitrates the dispute, it may also use the powers that are available to it under the Fair Work Act. A decision that 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.
- 283. While the parties are trying to resolve the dispute using the procedures in this section:
 - (a) an employee must continue to perform his or her work as he or she would normally in accordance with established custom and practice at the ACCC that existed prior to the dispute arising, unless he or she has a reasonable concern about an imminent risk to his or her health or safety
 - (b) an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
 - i. the work is not safe
 - ii. applicable occupational health and safety legislation would not permit the work to be performed
 - iii. the work is not appropriate for the employee to perform
 - iv. there are other reasonable grounds for the employee to refuse to comply with the direction.
- 284. The parties to the dispute agree to be bound by a decision made by FWC in accordance with this section.

Discrimination free workplace

- 285. The ACCC is committed to the fair and equitable treatment of all employees and to supporting an inclusive, safe, fair, productive and successful workplace that is free from discrimination and harassment.
- 286. To support a work environment free from discrimination and harassment, management and employees are responsible for ensuring that they are aware of what constitutes discrimination, bullying and harassment and for taking all reasonable steps to prevent and eliminate unlawful discrimination.
- 287. For information about behaviour at work employees should refer to ACCC policy.

Part 8: Workplace adjustment

Excess employees

288. The excess employee provisions are outlined in Attachment G.

Termination of employment

289. Nothing in this Agreement prevents the Delegate from terminating the employment of an employee for serious misconduct, without further notice or payment in lieu, in accordance with the Fair Work Act, subject to compliance with the procedures established by the Delegate for determining whether an employee has breached the code of conduct under s. 15 of the Public Service Act.

Attachment A: ACCC broadband—general

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

ACCC Broadband	APS Classification	Pay Range	As at 30 June 2016	Following 3% salary increase on commencement	Following 2% salary increase 12 months after commencement	Following 1% salary increase 24 months after commencement
One	APS 1	Base	44830	46175	47099	47570
		Cap	49550	51037	52058	52579
	<i>Transition point</i>					
	APS 2	Base	50733	52255	53300	53833
		Cap	56257	57945	59104	59695
	<i>Transition point</i>					
	APS 3	Base	57783	59516	60706	61313
		Cap	62370	64241	65526	66181

Two	APS 4	Base	64408	66340	67667	68344
		Cap	69930	72028	73469	74204
	<i>Transition point</i>					
	APS 5	Base	71837	73992	75472	76227
		Cap	76172	78457	80026	80826

	APS 6	Base	79517	81903	83541	84376
		Cap	89125	91799	93635	94571

	EL1	Base	98797	101761	103796	104834
		Cap	109339	112619	114871	116020

	EL2	Base	114539	117975	120335	121538
		Cap	134229	138256	141021	142431

Attachment B: Internal Lawyer broadband

B.1. The following table details the Internal Lawyer classification structure and rates of pay:

Lawyer Broadband	APS Classification	Pay Range	As at 30 June 2016	Following 3% salary increase on commencement	Following 2% salary increase 12 months after commencement	Following 1% salary increase 24 months after commencement
One	APS3	(Fixed)	62370	64241	65526	66181
	APS4	Base	64408	66340	67667	68344
		Cap	69930	72028	73469	74204
	APS5	(Fixed)	76172	78457	80026	80826
	<i>Transition point: see paragraphs 42–52</i>					
	APS6	Base	79517	81903	83541	84376
		Cap	89125	91799	93635	94571
	<i>Transition point: see paragraphs 42–52</i>					
	EL 1	Base	98797	101761	103796	104834
		Cap	122901	126588	129120	130411
Two	EL 2	Base	129880	133776	136452	137817
		Cap	137664	141794	144630	146076

Attachment C: Graduate broadband

C.1. The following table details the classification structure and rates of pay for Graduate APS:

Graduate Broadband	APS Classification	Pay Range	As at 30 June 2016	Following 3% salary increase on commencement	Following 2% salary increase 12 months after commencement	Following 1% salary increase 24 months after commencement
GAPS 1	Graduate APS	GAPS A	56257	57945	59104	59695
		GAPS B	59288	61067	62288	62911
GAPS 2	APS 3	GAPS C	59288	61067	62288	62911
	APS 4	GAPS D	64408	66340	67667	68344

Attachment D: IAGDP broadband

D.1. The following table details the classification structure and rates of pay for employees participating in the IAGDP:

IAGDP Broadband	APS Classificatio n	As at 30 June 2016	Following 3% salary increase on commencement	Following 2% salary increase 12 months after commencement	Following 1% salary increase 24 months after commencement
IAGDP 1	APS 3	57783	59516	60706	61313
IAGDP 2	APS 4	64408	66340	67667	68344

Attachment E: ACCC junior rates of pay

E.1. The following table details the junior rates of pay:

Age	ACCC Broadband	APS Classific- ation	As at 30 June 2016	Following 3% salary increase on commencement	Following 2% salary increase 12 months after commencement	Following 1% salary increase 24 months after commencement
Under 18 (60%)	Broadband 1	APS 1	26897	27704	28258	28541

Employees 18 years and over are paid adult rates of pay.

Attachment F: Supported Wage System

F.1. This attachment defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this Agreement.

F.2. In this attachment:

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

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

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

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

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

SWS wage assessment agreement means the document in the form required by the Department of Education, Employment and Workplace Relations that records the employee's productive capacity and agreed wage rate

Eligibility criteria

F.3. Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class for which the employee is engaged under this award, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.

F.4. The schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this award relating to the rehabilitation of employees who are injured in the course of their employment.

Supported wage rates

- F.5. Employees to whom this clause applies shall be paid the applicable percentage of the relevant minimum wage according to the following schedule.

Assessed capacity	% of prescribed award rate
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

- F.6. Provided that the minimum amount payable must be not less than \$82 per week.
- F.7. Where an employee's assessed capacity is 10%; they must receive a high degree of assistance and support.

Assessment of capacity

- F.8. For the purposes of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted the employer and the employee, and if the employee so desires, an industrial association which the employee is eligible to join.
- F.9. Assessment made under this schedule must be documented in a SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the Act.

Lodgement of SWS wage assessment agreement

- F.10. All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by the employer with the Fair Work Commission.
- F.11. All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where an industrial association which has an interest in the award is not a party to the assessment, the assessment will be referred by the Fair Work Commission to the industrial association by certified mail and the agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.

Review of assessment

- F.12. The assessment of the applicable percentage should be subject to annual review or more frequent review on the basis of a reasonable request for such a review. The

process of review must be in accordance with the procedures for assessing capacity under the support wage system.

Other terms and conditions of employment

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

Workplace adjustment

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

Trial period

- F.15. In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a Trial Period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- F.16. During that Trial Period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
- F.17. The minimum amount payable to the employee during the Trial Period must be no less than \$82 per week.
- F.18. Work trials should include induction or training as appropriate to the job being trialled.
- F.19. Where the employer and employee wish to establish a continuing employment relationship following the completion of the Trial Period, a further contract of employment will be entered into based on the outcome of assessment under clause F.8.

Attachment G: Excess employees

Meaning of excess employee

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

Definitions

- G.2. Under this attachment the following definitions apply:

Term	Definition
consideration period	is a period of 2 months commencing from the time the Delegate has invited an employee to elect for redundancy which may be extended in accordance with clause G.12
salary	Includes: <ul style="list-style-type: none">i. base annual salaryii. payment for temporary performance at a higher work value if the employee was entitled to receive the payment for a continuous period of at least 1 year immediately before the employee is invited to elect for redundancyiii. workplace responsibility allowance, where the employee was entitled to receive the allowance for a continuous period of at least 1 year immediately before the employee is invited to elect for redundancy.
retention period	is a period of 56 or 30 weeks depending on length of service and commencing the day after the final day of the consideration period which may be extended in accordance with clause G.28
Length of service (years) Retention period (weeks)	
Where the employee has 20 years or more service or is over 45 years of age:	
For all other employees:	
If an employee is entitled to a redundancy pay under the National Employment Standards, the relevant retention period outlined above is reduced by the number of weeks redundancy pay that the employee will be entitled to under the NES on termination.	

service for
retention period
and severance
pay

- service at the ACCC
- Government service as defined in s.10 of the *Long Service Leave (Commonwealth Employees) Act 1976*
- service with the Commonwealth (other than service with a joint Commonwealth-state body corporate in which the Commonwealth has a controlling interest) which is recognised for long service leave purposes
- service with the Australian Defence Forces
- APS service immediately preceding deemed resignation under repealed s.49 of the *Public Service Act 1922*, if the service has not previously been recognised for severance pay purposes
- service in another organisation where:
 - (a) an employee was moved from the APS to give effect to an administrative re-arrangement;
 - (b) an employee of that organisation is engaged as an APS employee as a result of an administrative arrangement and such service is recognised for long service leave purposes.

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

- the break in service is less than one month and occurs where an offer of employment with the new employer was made and accepted by the employee before ceasing employment with the preceding employer
- the earlier period of service was with the APS and ceased because the employee was deemed to have resigned from the APS on marriage pursuant to the repealed s. 49 of the *Public Service Act 1922*.
- Any period of service which ceased pursuant to s. 29(3) or 29(4) of the *Public Service Act* or the equivalent previous sections of the repealed *Public Service Act 1922*, or an equivalent provision under other Commonwealth legislation, including termination with the payment of a redundancy benefit or similar payment or an employer financed retirement benefit, will not count as service for severance pay purposes.

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

Application

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

Expression of interest process

- G.5. Where the Delegate considers the too many of a kind situation (clause G.1(a)) has arisen, the Delegate will:
- (a) advise affected employees in writing that this is the case
 - (b) explore redeployment options for excess staff both internally and through the wider APS
 - (c) invite affected employees, and if appropriate, other employees with whom job swaps may be possible, to express interest in redundancy on a without prejudice basis and
 - (d) consider any expressions of interest.
- G.6. The Delegate may invite an employee to elect for redundancy under clause G.7 where the employee has expressed interest in redundancy.

Excess employee process

- G.7. The Delegate may decide an employee is potentially excess where:
- (a) the too many of a kind situation (clause G.1(a)) has not been resolved through the expression of interest process or
 - (b) the Delegate has determined that an employee is change affected (clause G.1(b) and (c)).
- G.8. When the Delegate decides that an employee is potentially excess, the Delegate will:
- (a) advise the employee in writing that they are excess and
 - (b) invite the employee to elect for redundancy.
- The invitation to elect for redundancy (invitation) must state the date of termination if the employee elects for redundancy, explain the excess employee process and provide a point of contact for questions and concerns.
- G.9. Only one invitation will be made to an employee during each excess employee process.
- G.10. The consideration period commences on the date the invitation is provided to the employee.
- G.11. The consideration period may be reduced at the employee's request if:
- (a) the employee advises the Delegate that they have received all of the financial information in clause G.16 and
 - (b) the Delegate agrees.
- When the consideration period is shortened, the employee will, on termination of employment, be paid in lieu for the period by which the consideration period was reduced.
- G.12. The Delegate may extend the consideration period by up to one week where the employee is absent during the consideration period on personal leave. A medical certificate must be provided for any period of personal leave. The Delegate may extend the consideration period by up to 4 weeks where the Delegate considers compelling reasons exist.

- G.13. The employee must advise the Delegate in writing before the end of the consideration period whether the employee wishes to elect for redundancy or redeployment.
- G.14. If an employee elects for redundancy, and the Delegate accepts that election, the Delegate will give the employee written notice of the termination. Termination will be on the date set out in the Delegate's invitation unless another time has been agreed between the Delegate and the employee.
- G.15. Where an employee is excess and does not wish to elect for redundancy, the employee may swap jobs with an employee from within the ACCC or from another APS agency who is not excess but who wishes to elect for redundancy. A job swap is subject to the Delegate's approval and the approval of the other employee's agency head, if relevant.

Financial information

- G.16. When an employee is invited to elect for redundancy under clause G.7(b), the Delegate will provide the employee with an estimate of the following entitlements:
- (a) the amount of severance pay
 - (b) pay in lieu of notice and
 - (c) accrued leave entitlements.
- G.17. The information provided in the clause above is to assist the employee to assess their options. It is not capable of giving rise to contractual obligations.
- G.18. Where an employee is invited to elect for redundancy, they will be entitled to a maximum of \$400 for the purpose of seeking financial advice, subject to the agreement of the Delegate.

Career transition assistance

- G.19. During the consideration period, the employee will be provided with career transition assistance which will include each of the following:
- (a) assistance with identifying redeployment opportunities
 - (b) active canvassing and support for job swaps
 - (c) training/redeployment assistance.

Severance pay

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

The minimum amount of severance pay is an amount equal to four weeks' salary and the maximum amount payable is an amount equal to 48 weeks' salary (subject to any minimum amount the employee is entitled to under the National Employment Standards).

- G.21. Severance pay is calculated on a pro rata basis for any period of service the employee worked part-time.

- G.22. An employee who resigns or whose employment is terminated during, or at the end of, the retention period, is not entitled to severance pay under this Agreement.

Redeployment

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

Retention period

- G.24. During the retention period, the following will apply:
- (a) the ACCC will continue to provide and resource career transition services and support and take all reasonable steps to redeploy an excess employee to a suitable vacancy, including, where reasonable and/or possible, vacancies in another agency, including outside the APS and
 - (b) an employee must take all reasonable steps to facilitate their redeployment.

Redeployment services

- G.25. During the retention period, the following will apply at the Delegate's discretion:
- (a) an employee can access up to \$3000 for payment of external redeployment services or training opportunities that will, in the Delegate's view, enhance the employment prospects of the employee
 - (b) excess employees will be considered first, and in isolation from, and not in competition with, other applicants who are not excess for an advertised vacancy in the ACCC
 - (c) suitable trial placements in another organisation including private sector organisations will be funded for up to 3 months where there is an identifiable opportunity for ongoing redeployment and no job swap arrangement is involved; an excess employee may undertake more than one trial placement
 - (d) leave with full pay, where reasonable in the circumstances, to attend necessary employment interviews and where expenses to attend interviews are not met by the prospective employer, reimbursement of reasonable travel expenses.
- G.26. If a suitable vacancy does not exist at the same level within the ACCC, the Delegate may reassign the employee to duties at a lower classification. If this occurs, the employee will be entitled to income maintenance for the remainder of the retention period to maintain their level of salary. Where the Delegate proposes to reduce an excess employee's classification, the employee will be given at least 1 month's notice of the reduction.
- G.27. Where it is necessary, as a result of redeployment, for an excess employee to move the employee's household to a new locality, the employee will be entitled to reasonable relocation assistance in accordance with clause 246.

Personal leave during retention period

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

Termination during retention period

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

Termination at the end of retention period

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

Notice of termination (notice period)

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

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Signature page

The persons below sign this agreement in accordance with Regulation 2.06A of the *Fair Work Regulations 2009*.

Employer

Signed by the Chairperson, Australian Competition and Consumer Commission.

Signed: 

Name: Rodney Graham Sims

Date: 30 November 2016

Bargaining Representatives

Signed: 

Name: Alexandra Dale

Address: 400 George Street
Brisbane QLD 4000

Date: 30 November 2016

Signed: 

Name: Damian Bye

Address: 360 Elizabeth Street
Melbourne VIC 3000

Date: 30 November 2016

Signed: 

Full name: Melissa Donnelly

Position: Deputy Secretary

Agency: Community and Public
Sector Union


Address: Level 5, 191-199 Thomas
St Haymarket 2000

Signed: 

Name: Chelsea Kyburz

Address: 23 Marcus Clarke Street
Canberra ACT 2600


Date: 30 November 2016

Signed: 

Name: Mark Basile

Address: 360 Elizabeth Street
Melbourne VIC 3000

Date: 30 November 2016

Signed: 

Name: Tony Hilton

Address: 233 Adelaide Terrace
Perth WA 6000

Date: 30 November 2016

Signed: 

Name: Tim Massey

Address: 233 Adelaide Terrace
Perth WA 6000

Date: 30 November 2016

IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2016/7382

Applicant:

Australian Competition and Consumer Commission

Undertaking- section 190

I, Rodney Graham Sims, Chairperson of Australian Competition and Consumer Commission give the following undertakings with respect to the Australian Competition and Consumer Commission Enterprise Agreement 2016-2019 ("the Agreement"):

1. I have the authority given to me by the Australian Competition and Consumer Commission to provide this undertaking in relation to this application before the Fair Work Commission.
2. The Australian Competition and Consumer Commission will undertake that notwithstanding clause 162 of the Agreement, employees in the process of adopting or fostering a child may take up to two days paid leave to attend any interviews or examinations required to obtain adoption or foster care approval.

Employer name and authority to sign:

Rodney Graham Sims, Chairperson of Australian Competition and Consumer Commission

Signature:



Date:

12/12/2016