



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Australian Law Reform Commission
(AG2016/5611)

AUSTRALIAN LAW REFORM COMMISSION ENTERPRISE AGREEMENT 2016-19

Commonwealth employment

COMMISSIONER LEE

MELBOURNE, 20 OCTOBER 2016

Application for approval of the Australian Law Reform Commission Enterprise Agreement 2016-19.

[1] An application has been made for approval of an enterprise agreement known as the *Australian Law Reform Commission Enterprise Agreement 2016-19* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Australian Law Reform Commission. The Agreement is a single enterprise agreement.

[2] The Applicant has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

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

[5] The Agreement was approved on 20 October 2016 and, in accordance with s.54, will operate from 27 October 2016. The nominal expiry date of the Agreement is 27 October 2019.



COMMISSIONER

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Annexure A



Attachment 2

AG2016/5611 — Application for approval of the Australian Law Reform Commissioner Enterprise Agreement 2016–19

I, Rosalind Frances Croucher, as the President of the ALRC, on behalf of the Commonwealth, give the following undertakings with respect to the ALRC Enterprise Agreement 2016–19:

1. The ALRC will not direct or require an employee at the APS 1 to 6 classification to work outside the span of hours of 8.00 am to 6.00 pm Monday to Friday set out in the APS Award 2015, except where this is required for the purpose of work-related travel.
2. Where an employee at the APS 1 to APS 6 classification is required to work outside the span of hours set out in the APS Award 2015, for the purpose of work-related travel, the employee will accumulate flex time, for the time worked outside the span of hours, at the relevant rate or rates in respect of overtime in the APS Award 2015, that is, at 150%, 200% or 250% of ordinary time, depending on when the time is worked.

Signed:

A handwritten signature in black ink, appearing to read "Rosalind Croucher".

Professor Rosalind Frances Croucher AM
c/- ALRC, Level 40, MLC Tower, 19 Martin Place, Sydney 2000

Dated: 13 October 2016



Australian Government

Australian Law Reform Commission

Enterprise Agreement 2016-19

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Part A: Introduction**1. Title**

- 1.1 This Enterprise Agreement shall be known as the '*Australian Law Reform Commission Enterprise Agreement 2016-19*'.

2. Parties Bound by this Agreement

- 2.1 This Enterprise Agreement (the Agreement) is made under section 172 of the *Fair Work Act 2009* (Cth) and applies to:
- (a) the President of the ALRC on behalf of the Commonwealth; and
 - (b) all ALRC employees who are not part of the Senior Executive Service, as defined in the *Public Service Act 1999*(Cth).

3. Commencement and Duration

- 3.1 This Agreement shall come into operation seven days after the date on which it is approved by Fair Work Commission (FWC), and shall nominally expire 3 years after the date of commencement.

4. Supporting Documents and Legislation

- 4.1 Although various employment policies, advices and guidelines (as varied from time to time) are referred to within this Agreement and support the operation of this Agreement, it is not the intention that the policies, advices or guidelines form part of the Agreement. If there is any conflict between the policies, advices or guidelines and the Agreement, the express terms of the Enterprise Agreement prevail over the policies or guidelines to the extent of any inconsistencies.
- 4.2 Without incorporation of the terms of any legislation into this Agreement, it is acknowledged that the employment of employees covered by this Agreement is subject to various Acts (and regulations or instruments made under those Acts) including but not limited to the following Commonwealth Acts:

- (a) *Australian Law Reform Commission Act 1996*;
- (b) *Fair Work Act 2009*;
- (c) *Public Service Act 1999*;
- (d) *Long Service Leave (Commonwealth Employees) Act 1976*;
- (e) *Maternity Leave (Commonwealth Employees) Act 1973*;
- (f) *Work Health and Safety Act 2011*;
- (g) *Safety, Rehabilitation and Compensation Act 1988*;
- (h) *Superannuation Act 1976*;
- (i) *Superannuation (Productivity Benefit) Act 1988*;
- (j) *Superannuation Act 1990*; and

(k) *Superannuation Act 2009.*

5. Delegation

- 5.1 The President may delegate any of his or her powers and functions under this Agreement to a nominated SES officer.
- 5.2 Where a power or authority conferred by this Agreement does not refer to a nominated person, it shall be read as a power or authority of the President.

6. Definitions

6.1 Wherever the following terms occur they mean:

- (a) ‘Agreement’ means the *Australian Law Reform Commission Enterprise Agreement 2015-18*
- (b) ‘ALRC’ means the Australian Law Reform Commission
- (c) ‘Commissioner’ means a full-time or part-time ALRC Member as defined under the *Australian Law Reform Commission Act 1996* (Cth);
- (d) ‘Employee’ means an employee of the ALRC engaged under the *Public Service Act 1999* (Cth) to whom this Enterprise Agreement applies but does not include Commonwealth Statutory Officers and Senior Executive Service officers;
- (e) ‘Fair Work Act’ means the Fair Work Act 2009 (Cth);
- (f) ‘Flex’ means flexitime;
- (g) ‘FWC’ means Fair Work Commission;
- (h) ‘Immediate family’ means a person who is a spouse or former spouse, de facto partner or former de facto partner, a child, parent, grandparent, grandchild or sibling of an employee or a child, parent, grandparent, grandchild or sibling of an employee’s spouse or de facto partner.
- (i) ML Act means the *Maternity Leave (Commonwealth Employees) Act 1973* (Cth);
- (j) ‘President’ means the President of the ALRC who is also the Accountable Authority of the ALRC;
- (k) ‘PSSAp’ means the Public Sector Superannuation Accumulation Plan;
- (l) ‘Salary’ means the employee’s rate of pay in accordance with his or her classification (pro rata where applicable) as shown in Schedule 1. This rate of pay will be salary for superannuation (subject to superannuation scheme rules), severance and termination. Participation in salary sacrifice arrangements or purchased leave options will not affect salary for these purposes;
- (m) ‘Senior and Executive Employees’ means employees who are classified as Executive Level 1 or Executive Level 2 (including Senior Legal Officers and Principal Legal Officers);
- (n) ‘Settlement period’ means a fortnight coinciding with the pay fortnight;

- (o) ‘Supervisor’ means the President, a Commissioner or the Executive Director, who is responsible for supervising the work of an employee.
- (p) ‘TOIL’ means time off in lieu.

Part B: Appointment

7. Appointment

- 7.1 The ALRC engages employees in accordance with section 22 of the *Public Service Act 1999*(Cth).

8. Probation

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

9. Full-time or Part-time Employment

- 9.1 Engagement may be made on a full-time or part-time basis and the basis of employment may be varied as agreed between the President and the employee.
- 9.2 A part-time employee is one whose regular hours of work over a settlement period are fewer than 73 hours and 30 minutes.
- 9.3 Remuneration and other terms and conditions for a part-time employee are to be calculated proportionately to the remuneration and other conditions applying to a full-time employee at the same classification. Expense related allowances for a part-time employee are the same as for a full-time employee of the same classification.

Part C: Remuneration

10. Salary Increases

- 10.1 Salaries payable to employees of the ALRC under this Agreement will be increased as follows:
- 3% from the date of the commencement of the Agreement;
 - 1.5% increase twelve months following the date of the commencement of the Agreement;
 - 1.5% increase twenty-four months following the date of the commencement of the Agreement.

11. Classifications and Salary Rates

- 11.1 The classification structure and salary rates for employees employed under this Agreement reflects the classification structures of the APS, and is set out in Schedule 1 of this Agreement.
- 11.2 The starting salary for an employee who is assigned a position on engagement or promotion, or on movement from another APS agency, will be at the minimum pay point for the classification or broadband. The President may approve a starting salary at a higher pay point in recognition of particular skills or additional responsibilities, or to meet operational requirements.
- 11.3 An employee who is below the maximum pay point of their classification level, will be considered for progression to the next highest pay point within their classification level at the time of their participation in the Performance and Development Scheme (PADS).
- 11.4 Employees who transfer to the ALRC from another APS agency or are newly engaged at the ALRC are not eligible for incremental progression until 12 months after their commencement at the ALRC.

12. Casual Salary Rates and Junior Salary Rates

- 12.1 If an employee is employed for duties that are intermittent or irregular, the employee is entitled to receive a 20% loading for the intermittent or irregular nature of the duties in lieu of all paid leave and public holidays on which the casual employee is not rostered to work, other than Long Service Leave.
- 12.2 Junior rates of pay are a percentage of the minimum salary for an employee classified at ALRC 1. The rates are:
- under 18 years of age – 60%
 - at 18 years of age – 70%
 - at 19 years of age – 81%
 - at 20 years of age – 91%.

13. Payment of Salary

- 13.1 Employees shall be paid fortnightly in arrears by Electronic Funds Transfer into a financial institution account nominated by the employee.
- 13.2 The fortnightly pay shall be based on the following formula:
Fortnightly pay = annual salary x 12/313.
- 13.3 Employees may elect to salary sacrifice into a complying superannuation fund of their choice under the terms and conditions of their superannuation fund and the advice of the Australian Taxation Office. Employees are responsible for obtaining independent financial advice in relation to salary sacrifice arrangements.

14. Salary Advancement

- 14.1 Salary advancement is determined through the ALRC's Performance and Development Scheme (PADS).
- 14.2 An employee may only progress within the pay scale for his or her classification after 12 months service at a particular salary point and subject to their performance rating, as per the PADS. An employee will not progress within the pay scale unless they achieve a performance rating of at least 'Meets all performance expectations'.
- 14.3 An employee can only progress from one classification to another within a broadband if the President determines that sufficient work is available at the higher classification level, the employee is assessed as having gained the necessary skills and proficiencies for the more complex work, and the employee achieves a minimum performance rating of 'Meets all performance expectations'.
- 14.4 Where an employee has taken 30 calendar days or more of leave without pay—including unpaid maternity, adoption, foster, parental or miscellaneous leave—any salary advancement will be deferred by the corresponding number of days leave.

15. Performance and Development

- 15.1 At every 12 months anniversary of an employee's appointment, the ALRC will review the employee's salary, performance and career development in accordance with the ALRC Performance and Development Scheme. All employees must participate in the ALRC Performance and Development Scheme (PADS).
- 15.2 The PADS provides process to determine eligibility for performance based salary advancement and to identify any professional development needs.
- 15.3 The PADS provides a basis for:
 - appropriately rewarding work performance;
 - identifying opportunities for the development of skills and knowledge; and
 - addressing underperformance.
- 15.4 Further information about the PADS is outlined in the ALRC Performance and Development Scheme Policy.
- 15.5 Employees who are not at the maximum pay point level for their classification will be eligible for progression to a higher pay point, based on a performance appraisal. If rated as meeting all performance expectations, the employee will progress one pay point. If rated as exceeding performance expectations, the employee will progress two pay points. If rated as meeting most or not meeting performance expectations, the employee will remain on current pay point or go down one or more pay points if underperformance is not rectified by following the process outlined at Clause 16. Further information can be found in the ALRC's Performance and Development Policy.
- 15.6 An employee who is at the maximum salary point for a classification will be eligible for a bonus of up to 2% of his or her annual salary, based on a performance appraisal. If rated as meeting all performance expectations, the bonus will be 1%. If rated as 'exceeding', the bonus will be 2%. If rated as meeting most or not meeting performance expectations, there will be no bonus awarded.

- 15.7 Non-ongoing employees are not eligible for salary advancement under the PADS.
- 15.8 Opportunities for professional development are outlined in the PADS. The annual process of performance appraisal will identify staff development and/or training needs. The ALRC may provide funding for staff to undertake professional development where a need has been identified through the PADS process and there is a clear connection with the ALRC work program and the career development of the employee.

16. Managing Underperformance

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

17. Temporary Assignment of Higher Duties—Acting Positions

- 17.1 The President may assign higher duties to an employee to meet the operational requirements of the ALRC.
- 17.2 Any assignment to a higher classification in an acting role will be based on an assessment of the employee's work-related abilities and the President's assessment of the resources needed by the ALRC at any particular time to meet its objectives.
- 17.3 An employee performing the duties of a position at a higher classification will receive payment at the minimum pay point for the higher classification subsequent to one month of continuous performance at the higher level and provided that the President has made an assessment that the employee's performance has been at the higher level.
- 17.4 An employee on temporary assignment to higher duties is eligible to be advanced to higher pay points for the higher classification only if the employee has performed at the higher classification for a continuous period of 12 months and

their performance has been assessed under the PADS as being eligible for advancement.

18. Superannuation

- 18.1 The ALRC will make compulsory employer contributions as required by the applicable legislation and fund requirements.
- 18.2 Where an employee has chosen an accumulation superannuation fund other than the PSS Accumulation Plan (PSSap), the employer contribution will be the same percentage of the fortnightly superannuation contribution salary as that required for employees who are members of PSSap. This 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 (e.g. unable to accept contributions for people aged over 75yrs).
- 18.3 At the time of commencement of this Agreement, the rate of PSSap employer contribution is 15.4 percent.
- 18.4 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.
- 18.5 The President may choose to limit superannuation choice to complying superannuation funds that allow employee and/or employer contributions to be paid through fortnightly electronic funds transfer.

Part D: Work Arrangements

19. Public Holidays

- 19.1 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);
 - The Queen's birthday holiday (on the day on which it is celebrated in NSW);
 - Christmas Day (25 December);
 - Boxing Day (26 December);
 - Any other day, or part-day, declared or prescribed by or under a law of a State or Territory in which the ALRC is based to be observed as a public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the Fair Work regulations from counting as a public holiday.
- 19.2 If under a law of a State or Territory, a day or part day is substituted for one of the public holidays in clause 1, then the substituted day or part day is the public holiday.
- 19.3 The President and an employee may agree on the substitution of a day or part day that would otherwise be a public holiday, having regard to operational requirements.

- 19.4 An employee, who is absent on a day or part-day that is a public holiday in the place where the employee is based for work purposes, is entitled to be paid for the day or part day absence as if that day or part day was not a public holiday, except where that person would not normally have worked on that day.
- 19.5 Where a public holiday falls during a period when an employee is absent on leave (other than annual or paid personal/carer's leave), there is no entitlement to receive payment as a public holiday. Payment for that day would be in accordance with the entitlement for that form of leave (e.g. if on long service leave on half pay, payment is at half pay).
- 19.6 **Christmas Closure**—The ALRC office will close between Christmas Day and New Year's Day. Employees will be paid for the working days between Christmas Day and New Year's Day in accordance with their ordinary hours of work. Where an employee is absent on leave during this time, payment for the Christmas closure will be in accordance with the entitlement for that form of leave (for example, if on long service leave with half pay, then the payment is on half pay).

20. Hours of Duty

- 20.1 The ordinary hours of work for a full-time employee are 7 hours 21 minutes per day from Monday to Friday—a total of 36 hours 45minutes per week—(73 hours 30 minutes per settlement period).
- 20.2 The times when an employee may work ordinary hours are between 7.30am to 7.30pm Monday to Friday, with a one-hour lunch break between 12.00pm and 2.00pm. Employees must be in attendance during the core hours of 10am to 12 noon, and 2pm to 4pm.
- 20.3 An employee may be required to perform reasonable additional hours to meet operational requirements.
- 20.4 For part-time employees, ordinary hours of work over the settlement period are the number of hours decided by the President for the employee's position and/or as stated in the employee's engagement letter.
- 20.5 Each day, employees in classification bands APS 1–APS 6, LO1–LO9 will record their actual time of arrival and departure and any breaks using the designated ALRC timesheet. These timesheets will be used for the recording of flextime.
- 20.6 An employee will not be required to work more than 10 hours on any one day and will not be required to work more than five hours without a break of at least 30 minutes.

21. Flextime Applicable to staff in categories APS 1–APS 6, LO1–LO9

- 21.1 Flextime arrangements are provided for in the ALRC's Flextime and Time in Lieu Policy.
- 21.2 It is expected that employees will complete their duties within ordinary hours. However, where workloads temporarily increase or employees in the categories APS 1 to APS 6, LO1-LO9 work additional hours within the ordinary hours bandwidth to meet organisational requirements, such additional hours are accrued as flextime.

- 21.3 A full-time employee can carry over a maximum of 20 hours credit or 7.35 hours debit from one settlement period to the next. Flextime credits or debits for part-time employees will be on a pro rata basis.
- 21.4 Any flextime credit in excess of 20 hours will be lost unless approval to accumulate additional hours has been received from the employee's supervisor. Any flextime debit in excess of 7.35 hours must be acquitted by utilising leave, including leave without pay, unless an employee has approval from their supervisor to accumulate additional debit hours.
- 21.5 Flextime credit will not be paid out on separation. Flextime debits will be recovered from an employee's final pay.

22. TOIL: Excess Hours for Senior and Executive Employees

- 22.1 Time off in Lieu arrangements are provided for in the ALRC's Flextime and Time in Lieu Policy. Remuneration for Senior and Executive employees in the categories EL1–EL2, SLO1–SLO10, PLO1–PLO3 incorporates a salary component to compensate for the extra responsibility of seniority that may be expected of them, including working reasonable additional hours beyond ordinary hours for operational reasons.
- 22.2 Senior and Executive employees are permitted to take time off in lieu (TOIL) to compensate for substantial hours worked in excess of ordinary hours subject to prior approval of their supervisor.
- 22.3 TOIL is a limited entitlement and is not intended to compensate for additional hours on a one for one basis. The President will determine the number of hours that can compensate for excess hours worked, in consultation with the employee.
- 22.4 While access to TOIL is subject to the approval of the President and the Executive Director, where substantial additional hours have been required to be worked, and where workloads permit, reasonable requests will not be refused.

23. Reporting Absences

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

23.4 All pay and benefits provided under this Agreement, including flexible working arrangements, shall cease to be available until the employee resumes duty or is granted leave for the absence.

24. Individual Flexibility Arrangements

24.1 An employer and employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:

- a) the arrangement deals with one or more of the following matters:
 - i. arrangements about when work is performed;
 - ii. overtime rates;
 - iii. penalty rates;
 - iv. allowances;
 - v. remuneration; and/or
 - vi. leave and leave loading; and
- b) the arrangement meets the genuine needs of the employer and employee in relation to one or more of the matters mentioned in paragraph (a); and
- c) the arrangement is genuinely agreed to by the employer and employee.

24.2 The employer must ensure that the terms of the individual flexibility arrangement:

- are about permitted matters under section 172 of the Fair Work Act 2009;
- are not unlawful terms under section 194 of the Fair Work Act 2009; and
- result in the employee being better off overall than the employee would be if no arrangement was made.

24.3 The employer must ensure that the individual flexibility arrangement is in writing, includes the name of the employer and employee, is signed by the employer and if the employee is under 18 years of age, signed by a parent or guardian of the employee and employee and includes details of:

- the terms of the enterprise agreement that will be varied by the arrangement; and
- how the arrangement will vary the effect of the terms; and
- 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
- states the day on which the arrangement commences.

24.4 The President must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

24.5 The President or employee may terminate the individual flexibility arrangement by giving no more than 28 days written notice to the other party to the arrangement or, if the employer and employee agree in writing, at any time.

25. Requests for Flexible Working Arrangements

- 25.1 An employee may request a change in working arrangements and the right to request flexible working arrangements is available to eligible employees in accordance with Section 65 of the *Fair Work Act 2009*.
- 25.2 Any arrangement to work from home in lieu of the normal attendance in the office—whether on a temporary or ad hoc basis—must be agreed by the President or Executive Director, prior to the work being undertaken. In considering any such request, the President or Executive Director may take into account the effect on individual or team workloads and the ALRC's operational requirements. Further information is available in the ALRC Home Based Work Policy.

Part E: Leave Provisions**26. Annual Leave**

- 26.1 An employee is entitled to 20 days paid annual leave per year of service. Annual leave accrues on a daily basis and accumulates from year to year and is credited on a fortnightly basis. Annual leave may be taken as it is credited.
- 26.2 If in a year an employee has worked a period or periods of part-time service, the employee's annual leave credits for each period of part-time service are to be calculated on the basis of the hours of service performed during that period.
- 26.3 An employee may take paid annual leave provided that:
- (a) the President or Executive Director has authorised the leave; and
 - (b) the employee has a credit leave balance of at least the amount of leave he or she proposes to take.
- 26.4 In deciding whether to authorise annual leave, the President or Executive Director is entitled to take into account operational requirements but will not unreasonably:
- (a) refuse to authorise the taking of annual leave; or
 - (b) revoke an authorisation.
- 26.5 An employee may, on application and approval by the President, take annual leave in either of the following ways:
- (a) at full pay; or
 - (b) at half pay, subject to operational requirements. When an employee takes leave at half pay, the leave credits deducted will be half that of the total leave period.
- 26.6 Any annual leave credits in excess of eight (8) weeks (40 days) are called excess annual leave credits.
- (a) Where an employee has an accrued annual leave balance of 40 days or greater, the employee and the President must agree on a strategy to reduce the employee's accrued annual leave balance to 30 days or less within a 6 month timeframe.
 - (b) If an employee fails to take action to reduce excess annual leave credits, the President may direct the employee to take up to 25% of their credited leave.

- (c) The minimum notice required for such a direction to an employee is four weeks.
 - (d) In exceptional circumstances, an employee may request that the President reconsiders a direction made in accordance with this clause.
- 26.7 If an employee's employment ends, and the employee's accumulated annual leave credit is not transferable to their next employer within the APS, the employee is entitled to payment of an amount equal to the value of the credit.
- 26.8 **Leave to count as service.** All approved paid leave and the first 30 calendar days of any approved leave without pay in any year will count as service in any year will count as service for the purposes of this Agreement. Leave without pay will not count for service for the purposes of the *Long Service Leave (Commonwealth Employees) Act 1976*, unless the President determines otherwise.
- 27. Cashing out of Annual Leave**
- 27.1 An employee may, with the approval of the President, cash out a portion of the employee's annual leave credit, provided that the employee's remaining accrued entitlement to annual leave, following cash out, is not less than 20 working days. Each cashing out of a particular amount of annual leave must be by a separate agreement in writing between the President and the employee.
- 27.2 The maximum amount of annual leave credit that can be cashed out in one year is 10 days.
- 27.3 If an employee cashes out annual leave, the employee will be paid the full amount that would have been paid to the employee had the employee taken the leave that the employee has foregone.
- 27.4 The President will not approve requests to cash out leave in accordance with this clause unless the employee has taken 15 days annual leave in the 12 months immediately preceding the request to cash out leave.
- 28. Purchased Annual Leave**
- 28.1 Employees may, with the approval of the President, purchase up to 15 days additional leave per year (in blocks of five days) with deductions from fortnightly salary in equal instalments over the course of the year or a lesser period if agreed with the employee.
- 28.2 In deciding whether to approve the purchase of annual leave, the President shall take into account the timing of the proposed leave, the amount of leave to be taken, and its impact on operational requirements of the ALRC.
- 28.3 All purchased leave accrues in accordance with salary instalments and must be taken within 12 months of the date on which deductions from salary first commenced.
- 28.4 Purchased leave will count as service for all purposes.
- 29. Personal Leave/Carer's Leave**
- 29.1 An ongoing full-time employee is entitled to 18 days cumulative personal/carer's leave per year of service. Part-time ongoing employees accrue personal leave on a

pro rata basis. Upon engagement in the APS an employee has 8 days personal/carer's leave credited, and accrues an additional 10 days personal/carer's leave credit in the first year of service, accruing daily. An ongoing full-time employee accrues 18 days cumulative personal leave credit for every year of service.

- 29.2 A non-ongoing employee is entitled to 18 days per year accruing daily.
- 29.3 If a non-ongoing employee is engaged for a period of less than 12 months, they will receive a pro rata credit. A non-ongoing employee who has more than 1 year of continuous service with the ALRC accrues 18 days cumulative personal leave credit for every year of service or a pro rata number of days for a part year.
- 29.4 An employee's unused paid personal leave accumulates from year to year, but unused personal leave will not be paid out on separation.
- 29.5 Personal leave may be taken where the employee is ill or injured, or needs to provide care or support to a member of the employee's immediate family or household due to personal illness, injury or an unexpected emergency affecting the member, or in other special circumstances approved by the President. Leave must not be taken for special circumstances to the extent that it results in less than 10 days' of an employee's credits per year being available for use for personal injury or illness and caring as provided under the *Fair Work Act*.
- 29.6 An employee may take personal leave at any time, subject to available credits and with the approval of his or her supervisor. An employee may not access paid personal leave while on paid maternity, adoption, foster or parental leave.
- 29.7 An employee must provide supporting evidence acceptable to the President in the following circumstances:
 - (a) when the employee is absent on personal/carer's leave for more than three consecutive working days; or
 - (b) when the employee has taken more than five days personal/carer's leave in a calendar year without producing a certificate; or
 - (c) when the President believes, on reasonable grounds, that the employee's absence is not consistent with the appropriate use of personal leave.
- 29.8 Supporting evidence includes:
 - a medical certificate;
 - a statutory declaration, if it was not reasonably practicable for the employee to obtain a medical certificate; and/or
 - with the prior agreement or direction of the President, another form of evidence.
- 29.9 If the employee provides a statutory declaration as evidence, the statutory declaration must set out why the employee is or was unable to attend work, and why it was not reasonably practicable for them to obtain a medical certificate.
- 29.10 If the employee does not provide the required evidence within a reasonable period, the absence will be treated as unauthorised leave.

29.11 Employees are entitled to 2 days unpaid carer's leave and where an employee's entitlement to personal leave is exhausted, the President may approve additional unpaid leave.

30. Long Service Leave

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

30.2 The minimum period for which long service leave will be granted is seven calendar days at full pay, or 14 calendar days at half pay, per occasion. Long service leave cannot be broken with other periods of leave, except as otherwise provided by legislation.

31. Maternity and Parental Leave

31.1 Pregnant employees or employees who have given birth are entitled to maternity leave in accordance with the *Maternity Leave (Commonwealth Employees) Act 1973* (Cth) (MLA) and the *Fair Work Act*. Eligible employees are entitled to up to 52 weeks of leave of which up to 12 weeks may be paid leave.

31.2 Eligible employees with an entitlement to paid leave under the ML Act will be provided with an additional 2 weeks paid maternity leave to be taken continuous with a period of paid maternity leave, provided by the ML Act.

31.3 Employees who adopt or permanently foster a child, and who are the primary caregiver for that child, are entitled to up to 52 weeks of parental leave. Up to 14 weeks of that leave will be paid leave, commencing from the time of placement of the child, provided the employee satisfies the same qualifying service requirements as those required to receive paid leave in accordance with the ML Act.

31.4 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 or partner.

31.5 Documentary evidence of approval for adoption or enduring parental responsibilities under formal fostering arrangements must be submitted when applying for parental leave for adoption or permanent foster care purposes.

31.6 Employees who are eligible for paid maternity or parental leave may elect to have the payment for that leave spread over a maximum of a maximum of 28 weeks, at a rate not less than half normal salary. Where payment is spread over a longer period, only 14 of the total weeks of leave will count as service.

31.7 On ending the initial period of up to 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 leave period.

- 31.9 Unpaid maternity or parental leave will not count as service for any purpose other than unpaid leave taken during the first 12 weeks.
- 31.10 Maternity and parental leave is inclusive of public holidays and will not be extended because a public holiday (or Christmas closedown) falls during a period of paid or unpaid maternity or parental leave.
- 31.11 On ending maternity or parental leave, employees have the return to work guarantee and the right to request flexible working arrangements provided by the *Fair Work Act 2009*.

32. Supporting partner/other primary caregiver leave

- 32.1 Employees who are not otherwise entitled to paid maternity leave under the ML Act or parental leave under this agreement are entitled to 2 weeks of paid leave on the birth, adoption or permanent foster care placement of a child or their partner's child.
- 32.2 Paid parental leave must be taken at a time agreed between the employee and the President and within 12 months of the birth, adoption or fostering of the child.
- 32.3 Documentary evidence, for example a birth certificate following the birth of a child, must be submitted when applying for supporting partner or other primary caregiver leave.
- 32.4 Paid parental leave will count as service for all purposes.
- 32.5 An employee who is eligible for paid parental leave is also eligible for up to 52 weeks of unpaid leave, inclusive of any periods of paid leave, commencing on the date of the birth of a child, or on the day on which the employee assumes responsibility for an adopted or fostered child.

33. Defence Reserve Service Leave

- 33.1 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.
- 33.2 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.
- 33.3 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.
- 33.4 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 as service for all purposes except annual leave accrual.

34. Community Service Leave

- 34.1 An employee who engages in an eligible community service activity is entitled to leave, as per Division 8 of the *Fair Work Act*. An eligible community service activity includes:
 - jury service;

- community service volunteers performing emergency services or management duty (including leave for regular training, all emergency services responses, reasonable recovery time and ceremonial duties); or
 - an activity prescribed under Regulations relating to Division 8 of Part 2-2 of the *Fair Work Act 2009*.
- 34.2 Payment for jury service will be as per Division 8 clause 111 of the *Fair Work Act 2009*.
- 34.3 The ALRC may allow a maximum of 5 days paid leave per year for community service volunteers performing duties as described above. Any further leave for these purposes would be unpaid.
- 34.4 The employee must comply with the notice and evidence requirements under the *Fair Work Act*.

35. Compassionate Leave

- 35.1 An employee, other than a casual employee, is entitled to three days of paid compassionate leave for each occasion when a member of his or her immediate family or household is suffering from a serious or life-threatening personal injury or illness or has died. For casual employees, compassionate leave is unpaid.
- 35.2 The President may request that the employee provide reasonable evidence of the illness, injury or death.

36. Study Leave

- 36.1 An ongoing employee who is undertaking formal study may be granted up to five days unpaid leave per academic year. A part-time employee may be granted a pro rata amount.
- 36.2 All study leave is discretionary and will be decided by the President. The President is able to consider granting a further period of unpaid leave per academic year on request, taking into consideration the operational requirements of the ALRC, and the individual circumstances of the employee.
- 36.3 In deciding on whether to grant study leave, the President will take into account the operational priorities and needs of the ALRC, the benefit of the study to the employee's position and/or to the ALRC's work, the amount of time involved and the professional development needs of the individual.

37. Discretionary Miscellaneous Leave

- 37.1 The President may grant leave to an employee, either with or without pay, in circumstances not provided for elsewhere in this Agreement for a purpose that the President considers to be in the interests of the ALRC and having regard to operational requirements.
- 37.2 The President may request that an employee provide reasonable evidence of the need and/or desirability of the leave requested.

- 37.4 The President may approve up to 10 days ceremonial leave with pay in any one year for employees of Aboriginal or Torres Strait Islander descent. Ceremonial leave is in addition to compassionate leave.
- 37.3 A period of paid miscellaneous leave will count as service for all purposes. A period of miscellaneous leave without pay will not count as service for any purpose other than provided for by the *Long Service Leave (Commonwealth Employees) Act 1976*.
- 37.4 Discretionary miscellaneous leave includes, but is not limited to, cultural leave for Culturally and Linguistically Diverse employees. The President may decide that all or part of a period of cultural leave is leave with pay or without pay.

38. Portability of Leave

- 38.1 Where an employee moves (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/carers leave (however described) will be transferred, provided there is no break in continuity of service.
- 38.2 Where an employee is engaged as either an ongoing or non-ongoing APS employee 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/carers leave (however described) will be recognised.
- 38.3 For the purposes of this clause:
 - 'APS employee' has the same meaning as in the *Public Service Act 1999*;
 - 'Parliamentary Service' refers to employment under the *Parliamentary Service Act 1999*.
- 38.4 Where a person is engaged as an ongoing employee, and immediately prior to the engagement the person was employed as a non-ongoing APS employee, the President may, at the employee's request, recognise any accrued Annual leave and Personal/carers leave (however described), provided there is no break in continuity of service. Any recognised annual leave excludes any accrued leave paid out on termination of employment.

Part F: Allowances

39. Travel

- 39.1 When employees are required to travel as part of their employment, the costs of travel and hotel accommodation, if required, will be covered by the ALRC. Travel allowances to cover the cost of meals and incidental expenses may also be paid. Further information is available in the ALRC Travel Policy.

40. First Aid

- 40.1 An employee who possesses a current first aid certificate and has designated responsibilities as a first aid officer at the ALRC will be paid an allowance of \$15 per fortnight.

41. Re-location Expenses

- 41.1 Where a successful candidate is offered ongoing employment at the ALRC, and usually resides outside of the city in which the ALRC has its office, the President may determine whether it is reasonable to offer an amount to assist the candidate to re-locate to Sydney in order to take up the position.
- 41.2 The amount paid for re-location will not exceed \$1,500 and will only be paid on presentation of a valid tax invoice for the expenditure.

Part G: A Healthy Working Environment**42. Health and Wellbeing**

- 42.1 The ALRC will facilitate access to a confidential, professional counseling service to help employees resolve personal or work-related problems that may be disrupting their life at work or at home. This service will provide up to four free counseling sessions per annum with the ALRC's approved provider.
- 42.2 The ALRC will support the training of designated employees to undertake the duties of first aid officer, fire warden, and occupational health and safety workplace delegate.
- 42.3 The ALRC will provide annually, at no expense to employees and on a voluntary basis, access to a flu vaccination.
- 42.4 The ALRC will provide to all employees an annual allowance of \$150.00 to reimburse for expenditure on approved health and wellbeing activities. This allowance will be paid once per year at the time of the employee's annual performance appraisal and on presentation of a valid tax invoice.

Part H: Misconduct, Termination of Employment and Resignation**43. Misconduct**

- 43.1 Possible misconduct or breaches of the APS Code of Conduct will be dealt with as per section 10 of the *Public Service Act*. Further information can be found in the ALRC's Procedures for Determining Breaches of the Code of Conduct.
- 43.2 Nothing in this Agreement prevents the President from terminating the employment of an employee for serious misconduct, without the notice or payment in lieu required by s 117 of the *Fair Work Act*.

44. Review of Decisions to Terminate Employment

- 44.1 The sole and exhaustive rights and remedies of an employee in relation to termination of employment, either for misconduct, as a result of poor performance as determined through the ALRC's PADS, or for another reason, are those that the employee enjoys under:

- (a) pt 3.2 of ch 3 and pt 6.4 of ch 6 of the *Fair Work Act*;
- (b) other Commonwealth laws (including the Constitution); and
- (c) the common law.

45. Resignation

- 45.1 Resignation must be communicated in writing to the President. A period of notice of at least two weeks for APS 1–APS 6 and of four weeks for LO1–LO9, EL1–EL2, SLO1–SLO5 and PLO1–PLO3 classifications, will apply. The President may determine to pay out the period of notice.

Part I: Redundancy and Redeployment

46. Redundancy and redeployment

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

- 46.7 The severance benefit to be paid to an employee who has accepted voluntary redundancy under s 29 of the *Public Service Act* will be a sum equal to two weeks salary for each completed year of continuous ALRC/APS service plus a pro rata payment for completed months of service since the last full year of service. The minimum sum payable is four weeks salary and the maximum payable is forty-eight weeks salary, subject to any minimum entitlement the employee has under the National Employment Standards (NES).
- 46.8 The severance benefit will be calculated on a pro rata basis for periods where the employee has worked part-time hours during the period of service.
- 46.9 For the purposes of calculating the severance benefit payment, salary will include:
- (a) the appointee's full-time salary, adjusted on a pro rata basis for periods of part-time service; and
 - (b) any allowance that has been paid during periods of annual leave and on a regular basis other than a reimbursement for expenses incurred.
- 46.10 An involuntary redundancy occurs where the employee declines or does not respond to an offer of voluntary redundancy within the time permitted in clause 53.5. No severance benefit will be payable. Instead, a retention period of 40 weeks for an employee over 45 years of age or 28 weeks for any other employee will be taken to commence from the date the employee was advised in writing that he or she was excess to requirements.
- 46.11 If an employee is entitled to a redundancy payment in accordance with the National Employment Standards, the relevant period under the above clause is reduced by the number of weeks redundancy pay that the employee will be entitled to under the NES on termination, calculated as at the expiration of the retention period (as adjusted by this clause).
- 46.12 The employee's employment will be involuntarily terminated at the end of the retention period unless, prior to the end of the retention period, the employee is reassigned to duties at an equal or lower classification. Wherever practicable, the notice of termination will be concurrent with the retention period.
- 46.13 The employee may be reassigned to duties at an equal or lower classification during the retention period. Where the employee is assigned to a lower classification, the employee will continue to be paid at his or her previous salary for the balance of the retention period.

Part J: Resolution of Agreement Disputes and Consultation

47. Resolution of Agreement Disputes

- 47.1 If a dispute relates to
- a. a matter arising under this Agreement or
 - b. the National Employment Standards,
- the following clauses set out procedures to settle the disputes.
- 47.2 An employee who is a party to the dispute may appoint a representative for the purposes of these procedures.

- 47.3 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 and relevant supervisors and/or management.
- 47.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.
- 47.5 The Fair Work Commission may deal with the dispute in 2 stages:
 - a. the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - b. if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then arbitrate the dispute; and make a determination that is binding on the parties.

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

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

48. Consultation

- 48.1 Policies, procedures and guidelines which support the operation of this Agreement may be made or varied from time to time. The ALRC will consult with employees for 10 business days before any new policy, procedure or guideline, or variation to existing policies, procedures or guidelines, is implemented. Policies, procedures and guidelines apply in the form they are in as at the time of any relevant action/decision and can be found on the ALRC file server.
- 48.2 The ALRC will maintain the ALRC Consultative Committee for the life of the Agreement.
- 48.3 The Consultative Committee will include the President, Executive Director and employee representatives nominated by staff representing both legal and corporate areas of the ALRC.

- 48.4 The Consultative Committee will meet at least two times each year, or as otherwise agreed.
- 48.5 Further information can be found in the Consultative Committee terms of reference.
- 48.6 The ALRC will respect and facilitate an employee's right to representation in the workplace. The role of workplace representatives, including union delegates and employee representatives, will be respected and facilitated, in accordance with the Fair Work Act.

49. Consultation on Major Changes

- 49.1 This term applies if the President
- a. has made a definite decision to institute a major change to the ALRC's production, program, organisational structure or technology that is likely to have a significant effect on employees; or
 - b. proposes to introduce a change to the ordinary hours of work of employees.

Major Change

- 49.2 For a major change referred to in paragraph 49.1,
- a. the President will notify the relevant employees of the decision to introduce the major change; and
 - b. the following clauses will apply.
- 49.3 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 49.4 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 President of the identity of the representative; the President must recognise the representative.
- 49.5 As soon as practicable after making the decision, the President must:
- a. discuss with the relevant employees:
 - i. the introduction of the change; and
 - ii. the effect the change is likely to have on the employees; and
 - iii. measures the employer 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; and
 - ii. information about the expected effects of the change on the employees; and

iii. any other matters likely to affect the employees.

- 49.6 However, the President is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 49.7 The President must give prompt and genuine consideration to matters raised about the major change to the relevant employees.
- 49.8 If a term in this agreement applies to a major change to production, program, organization, structure or technology in relation to the enterprise of the ALRC, the requirements as set out in 49.2 (a), 49.3 and 49.5 are taken not to apply.
- 49.9 In this term, a major change is likely to have a significant effect on employees if it results in:
- a. the termination of the employment of employees; or
 - b. major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - c. the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - d. the alteration of hours of work; or
 - e. the need to retrain employees; or
 - f. the need to relocate employees to another workplace; or
 - g. the restructuring of jobs.

Change to regular roster or ordinary hours of work

- 49.10 For a change referred to in 49.1 (b),
- a. the President must notify the relevant employees of the proposed change and
 - b. clauses 49.11 to 49.15 apply.
- 49.11 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 49.12 If:
- a. If a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation and
 - b. the employee or employees advise the President of the identity of the representative, the President must recognise the representative.
- 49.13 As soon as practicable after proposing to introduce the change, the President must:
- a. discuss with the relevant employees the introduction of the change; and
 - b. 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 President reasonably believes will be the effects of the change on the employees; and

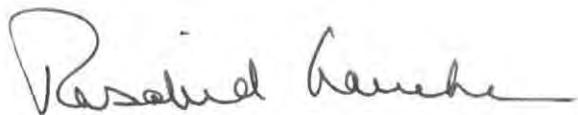
- iii. information about any other matters that the President reasonably believes are likely to affect the employees; and
 - c. invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 49.14 However, the President is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 49.15 The President must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 49.16 In this term: "relevant employees" means the employees who may be affected by a Change referred to in 49.1.

Part L: Acceptance of the Agreement

Signatures

We, the undersigned, agree to be bound by the terms and conditions set out in this Agreement.

For the Australian Law Reform Commission:



President and CEO signature

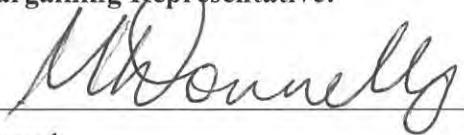
5 September 2016

Date

Professor Rosalind Frances Croucher AM, President

Full Name and Title

Bargaining Representative:



Signed:

7 September 2016

Date

Melissa Donnelly

Deputy Secretary, Community and Public Sector Union

Full Name and Title:

Bargaining Representative:

Signed:

Date

Full Name and Title:

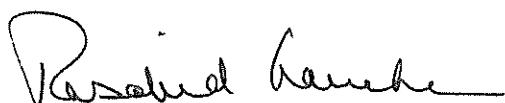
Part M: Schedules

Corporate Structure	Pay Point	Base as at 1 April 2016	3% increase on signing	1.5 % increase on 12 month	1.5 % increase on 24 month
Admin Assistant					
APS 1.1	1	\$39,811	\$41,005	\$41,620	\$42,245
APS 1.2	2	\$41,006	\$42,236	\$42,870	\$43,513
APS 1.3	3	\$42,236	\$43,503	\$44,156	\$44,818
APS 1.4	4	\$43,504	\$44,809	\$45,481	\$46,163
APS 1.5	5	\$44,808	\$46,152	\$46,845	\$47,547
APS 1.6	6	\$46,152	\$47,537	\$48,250	\$48,973
APS 1.7	7	\$47,537	\$48,963	\$49,698	\$50,443
APS 1.8	8	\$48,963	\$50,432	\$51,188	\$51,956
APS 2.1	9	\$50,432	\$51,945	\$52,724	\$53,515
APS 2.2	10	\$51,945	\$53,503	\$54,306	\$55,120
APS 2.3	11	\$53,503	\$55,108	\$55,935	\$56,774
APS 2.4	12	\$55,107	\$56,760	\$57,612	\$58,476
Office and Finance Coordinator					
APS 3.1	13	\$56,762	\$58,465	\$59,342	\$60,232
APS 3.2	14	\$58,465	\$60,219	\$61,122	\$62,039
APS 3.3	15	\$60,219	\$62,026	\$62,956	\$63,900
APS 3.4	16	\$62,025	\$63,886	\$64,844	\$65,817
APS 4.1	17	\$63,885	\$65,802	\$66,789	\$67,790
APS 4.2	18	\$65,803	\$67,777	\$68,794	\$69,826
APS 4.3	19	\$67,777	\$69,810	\$70,857	\$71,920
APS 4.4	20	\$69,810	\$71,904	\$72,983	\$74,078
Project & Executive Assistant					
APS 5.1	21	\$71,905	\$74,062	\$75,173	\$76,301
APS 5.2	22	\$74,063	\$76,285	\$77,429	\$78,591
APS 5.3	23	\$76,283	\$78,571	\$79,750	\$80,946
APS 6.1	24	\$78,573	\$80,930	\$82,144	\$83,376
APS 6.2	25	\$80,928	\$83,356	\$84,606	\$85,875
APS 6.3	26	\$83,356	\$85,857	\$87,145	\$88,452
APS 6.4	27	\$85,859	\$88,435	\$89,761	\$91,108
APS 6.5	28	\$88,432	\$91,085	\$92,451	\$93,838
APS 6.6	29	\$91,085	\$93,818	\$95,225	\$96,653
Manager					
EL 1.1	30	\$95,640	\$98,509	\$99,987	\$101,487
EL 1.2	31	\$98,509	\$101,464	\$102,986	\$104,531

EL1.3	32	\$101,465	\$104,509	\$106,077	\$107,668
EL1.4	33	\$104,508	\$107,643	\$109,258	\$110,897
EL1.5	34	\$107,645	\$110,874	\$112,537	\$114,226
EL1.6	35	\$110,874	\$114,200	\$115,913	\$117,652
Senior Manager					
EL2.1	36	\$128,533	\$132,389	\$134,375	\$136,390
EL2.2	37	\$132,389	\$136,361	\$138,406	\$140,482
EL2.3	38	\$136,360	\$140,451	\$142,558	\$144,696
Legal Structure		Base as at 1 April 2016	3% increase on signing	1.5 % increase on 12 month	1.5 % increase on 24 month
Legal Officer					
APS 5.1/LO1	21	\$71,905	\$74,062	\$75,173	\$76,301
APS 5.2/LO2	22	\$74,063	\$76,285	\$77,429	\$78,591
APS 5.3/LO3	23	\$76,283	\$78,571	\$79,750	\$80,946
APS 6.1/LO4	24	\$78,573	\$80,930	\$82,144	\$83,376
APS 6.2/LO5	25	\$80,928	\$83,356	\$84,606	\$85,875
APS 6.3/LO6	26	\$83,356	\$85,857	\$87,145	\$88,452
APS 6.4/LO7	27	\$85,859	\$88,435	\$89,761	\$91,108
APS 6.5/LO8	28	\$88,432	\$91,085	\$92,451	\$93,838
APS 6.6/LO9	29	\$91,085	\$93,818	\$95,225	\$96,653
Senior Legal Officer					
EL 1.1/SLO1	30	\$95,640	\$98,509	\$99,987	\$101,487
EL 1.2/SLO2	31	\$98,509	\$101,464	\$102,986	\$104,531
EL1.3/SLO3	32	\$101,465	\$104,509	\$106,077	\$107,668
EL1.4/SLO4	33	\$104,508	\$107,643	\$109,258	\$110,897
EL1.5/SLO5	34	\$107,645	\$110,874	\$112,537	\$114,226
EL1.6/SLO6	35	\$110,874	\$114,200	\$115,913	\$117,652
EL1.7/SLO7	36	\$114,200	\$117,626	\$119,390	\$121,181
EL1.8/SLO8	37	\$117,626	\$121,155	\$122,972	\$124,817
EL1.9/SLO9	38	\$121,155	\$124,790	\$126,661	\$128,561
EL1.10/SL10	39	\$124,789	\$128,533	\$130,461	\$132,418
Principal Legal Officer					
EL2.1/PLO1	40	\$128,533	\$132,389	\$134,375	\$136,390
EL2.2/PLO2	41	\$132,389	\$136,361	\$138,406	\$140,482
EL2.3/PLO3	42	\$136,360	\$140,451	\$142,558	\$144,696

ATTACHMENT 1**Part L: Acceptance of the Agreement****Signatures**

We, the undersigned, agree to be bound by the terms and conditions set out in this Agreement.

For the Australian Law Reform Commission:

President and CEO signature

13 October 2016

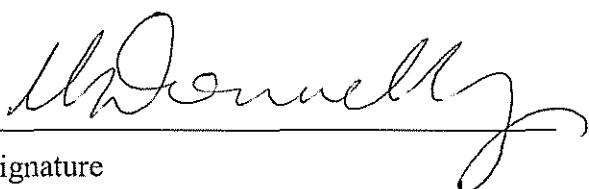
Date

Rosalind Frances Croucher, ALRC President

Full Name and Authority/Position

c/- ALRC, level 40, MLC Tower, 19 Martin Place, Sydney, NSW 2001

Address

Bargaining Representative:

Signature

13 October 2016

Date

Melissa Donnelly, Deputy Secretary, Community and Public Sector Union, (CPSU)

Full Name and Authority/Position

191-199 Thomas St. Haymarket, NSW 2000

Address



Australian Government
Australian Law Reform Commission

**Professor Rosalind Croucher AM
President**

Attachment 2

AG2016/5611 — Application for approval of the Australian Law Reform Commissioner Enterprise Agreement 2016–19

I, Rosalind Frances Croucher, as the President of the ALRC, on behalf of the Commonwealth, give the following undertakings with respect to the ALRC Enterprise Agreement 2016–19:

1. The ALRC will not direct or require an employee at the APS 1 to 6 classification to work outside the span of hours of 8.00 am to 6.00 pm Monday to Friday set out in the APS Award 2015, except where this is required for the purpose of work-related travel.
2. Where an employee at the APS 1 to APS 6 classification is required to work outside the span of hours set out in the APS Award 2015, for the purpose of work-related travel, the employee will accumulate flex time, for the time worked outside the span of hours, at the relevant rate or rates in respect of overtime in the APS Award 2015, that is, at 150%, 200% or 250% of ordinary time, depending on when the time is worked.

Signed:

Professor Rosalind Frances Croucher AM
c/- ALRC, Level 40, MLC Tower, 19 Martin Place, Sydney 2000

Dated: 13 October 2016

Australian Law Reform Commission
Level 40, MLC Centre, 19 Martin Place,
Sydney NSW 2000

Tel (02) 8238 6333
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