



**Australian Government**

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**Australian Commission for  
Law Enforcement Integrity**

**ACLEI Enterprise Agreement**

**2017 - 2020**

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## PART A - SCOPE OF THE AGREEMENT

### Title of the Agreement

1. This Agreement is the Australian Commission for Law Enforcement Integrity Enterprise Agreement 2017-2020 (The Agreement). The Agreement is made under section 172 of the *Fair Work Act 2009*.

### Definitions

2. In this Agreement:

**ACLEI** means the Australian Commission for Law Enforcement Integrity.

**Agency** means the Australian Commission for Law Enforcement Integrity.

**Approved Classification** means an approved classification under the Classification Rules.

**APS** means the Australian Public Service.

**Classification Rules** means the *Public Service Classification Rules 2000* made under subsection 23(1) of the PS Act, and includes any subsequent rules made under that section that replace those Rules.

**Executive Level (EL)** means the Executive Level 1 and Executive Level 2 classifications

**Immediate Family** means:

- a spouse or de facto partner (irrespective of gender or gender identity), child (including an adopted child, a step-child, a foster child), parent, grandparent, grandchild or sibling of the employee; and/or a child (including an adopted child, a step-child, a foster child), parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee; and/or a
- traditional kinship where there is a relationship or obligation, under the customs and traditions of the community or group to which the employee belongs.

Reference to a spouse or de facto partner also includes a former spouse or former de facto partner of the employee.

**Integrity Commissioner** means the Integrity Commissioner for the Australian Commission for Law Enforcement Integrity

**Maternity Leave Act** means the *Maternity Leave (Commonwealth Employees) Act 1973*

**NES** means the *National Employment Standards*, established by the *Fair Work Act 2009*

**Part-time employee** means an employee whose ordinary hours of duty amount to less than 75 hours per fortnight.

**PS Act** means the *Public Service Act 1999*.

**Salary Barrier** means the APS Level 6 classification.

**SES** means the Senior Executive Service.

**Standard Day** is 8.30am to 12.30pm and 1.30pm to 5pm, Monday to Friday.

**TOIL** means Time Off in Lieu for employees at the Executive Level.

### Parties Covered

3. This Agreement covers and shall be binding upon:
  - the Integrity Commissioner in respect of those ACLEI employees employed under the *PS Act*; and
  - employees of ACLEI below the Senior Executive Service level (or equivalent); and
  - the Community and Public Sector Union (CPSU), if the Fair Work Commission notes in its decision to approve this agreement that it covers that union.

### Duration

4. The Agreement comes into effect seven days after this Agreement is approved by the Fair Work Commission, and has a nominal expiry date three years after the date of effect.

### Variations to the Agreement

5. This Agreement may be varied only in accordance with the *Fair Work Act 2009*.

### Delegation

6. The Integrity Commissioner may delegate any of his or her powers or functions under this Agreement (other than under this clause).
7. A person exercising powers or functions under a delegation under this clause must have regard to any guidance issued by the Integrity Commissioner.

### Policies, Procedures and Guidelines

8. Any authorised policies, procedures and guidelines referred to in this Agreement are not incorporated into, and do not form part of this agreement. If there is any inconsistency between the terms of the Agreement and a policy, procedure or guideline, the terms of the Agreement will prevail.

## **Signature of Parties**

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2017

**Signed for the employer:**

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**Michael Griffin AM  
Integrity Commissioner  
Australian Commission for Law Enforcement Integrity  
GPO Box 605, Canberra ACT 2601**

**Bargaining Representative**

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**Beth Vincent-Pietsch  
Deputy Secretary  
Community and Public Sector Union  
40 Brisbane Avenue, Barton, ACT 2600**

**Employee Bargaining Representatives**

## PART B - CLASSIFICATION, HOURS OF WORK AND REMUNERATION

### What job classifications operate in ACLEI?

9. The ACLEI classification structure under this agreement is:
  - EL 2
  - EL 1
  - APS 6
  - APS 5
  - APS 4
  - APS 3
  - APS 2
  - APS 1
10. The Executive Level (EL) group of employees receive a level of remuneration that reflects their higher level responsibilities, broader scope of duties and the expectation of their working reasonable additional hours beyond the ordinary hours of 75 hours per fortnight. Accordingly, this Agreement differentiates some conditions of employment between APS and EL employees, while providing reasonable working arrangements for all.

### What hours am I expected to work?

11. If you are a full-time employee, your ordinary hours of work are 7.5 hours per day (75 hours per fortnight) and the Standard Day is 8:30am to 12:30pm and 1:30pm to 5pm, Monday to Friday. Your ordinary hours of work and the Standard Day are used to determine your hourly rate of pay, overtime entitlements, leave accrual and deduction, flextime and public holidays.
12. If you are employed for duties that are irregular or intermittent (casual), your hours of work will be on an 'as required' basis as agreed between you and your manager.
13. If you are approved to work part-time your ordinary hours will be stated in your part-time work agreement. If you are a shift worker (see Schedule 1) your fortnightly hours will be 75 hours over the shift cycle.
14. Employees are entitled to work on a part-time basis:
  - during any period within three years from the date of the birth of a child, or
  - during any period within three years from the date of the placement of a child (in relation to the adoption or long term fostering of that child), or
  - when otherwise approved by the Integrity Commissioner.
15. Employees who initiate part-time work proposals are entitled to revert to full-time employment at the conclusion of an agreed period of part-time work, or as otherwise agreed by the Integrity Commissioner.
16. Further information is contained in the ACLEI *Part-time Work* and *Shift Work* policies.
17. Irrespective of your mode of employment, you are not expected to work more than 10 hours in a day or more than five hours without a 30 minute break.



### **What salary will I be paid?**

18. If you are engaged or promoted to a classification within ACLEI, your salary will be payable at the base salary point of your job classification unless the Integrity Commissioner authorises payment above the base salary point after considering your qualifications, skills, experience (including any periods of higher duties payment) and any other relevant factor. Salary rates are specified at Schedule 2. These salary rates reflect a 3% increase from the date of commencement, a 2% increase 12 months from commencement and a 1% increase 18 months from commencement.
19. If you are part-time, your salary will be paid pro rata based on your approved hours of duty.
20. If you are employed for duties that are irregular or intermittent (casual), you will be paid a 20% salary loading in lieu of any entitlements to public holidays (where you are not rostered to work) and all leave types except for long service leave. Payment will be made retrospectively for hours worked based on production of an approved timesheet.
21. Your salary will be paid fortnightly in arrears by electronic funds transfer to a financial institution of your choice.

### **How may I advance above the base salary?**

22. Advancement of one increment can occur each year if you are required to participate in the Program for Personal Performance (PPP) and achieve at least a satisfactory performance rating. Further information is available in the *Program for Personal Performance Policy*.

### **What if I am asked to perform temporarily in a role higher than my classification?**

23. Your salary recognises that from time to time you may be required to take on additional responsibilities or tasks.
24. You may be eligible for payment at a higher classification if you have performed in an agreed higher role for two weeks or longer and you will be paid at the minimum point of the salary range for that position as at Schedule 2. The Integrity Commissioner may approve a higher rate of pay in certain circumstances, including if you are acting in an SES role (for an SES role the minimum payment is \$2,500pa).

### **Is my classification able to be reduced?**

25. You may be assigned to duties for which you would receive a lower salary if:
  - you request, or agree, to reduce to a role with a lower classification
  - you are declared excess to requirements
  - you lack or lose an essential qualification
  - it is determined that you have not performed your assigned duties or that the performance of your duties is unsatisfactory
  - it is determined you are unable to perform duties due to physical or mental incapacity
  - it is determined that you have breached the APS Code of Conduct.

### **What am I eligible for if I am required to work overtime?**

26. If you are classified at APS 6 or below, you are entitled to an overtime payment if you are directed to work:
- outside the bandwidth of 7:30am to 7:30pm from Monday to Friday
  - within the bandwidth but more than the ordinary 7.5 hours in a day (or the number of hours formally rostered or stated in a part-time work agreement for the day)
  - on a Saturday, Sunday or public holiday.
27. If you are at the Executive Level and you are directed to work additional hours you may be eligible for TOIL provisions. The Integrity Commissioner may authorise payment of overtime for a specific purpose or period in certain circumstances.

### **What is the rate of overtime payments?**

28. Overtime is paid as follows:
- on other than a Sunday or public holiday – time and a half for the first three hours and double time after that
  - Sunday – double time
  - Public holiday
    - within the hours of a Standard Day – time and a half additional to single time paid for the public holiday
    - outside the hours for a Standard Day – double time and a half.
29. If the overtime is not continuous with ordinary hours of work, you will be paid a minimum of four hours at the relevant overtime rate. For the purpose of determining whether overtime is continuous with ordinary hours of work, a meal period is to be disregarded.

### **If I am engaged for duties that are irregular or intermittent (casual) am I entitled to overtime payments?**

30. Work will be considered overtime for an irregular or intermittent (casual) employee at APS 6 or below, with overtime to be paid in accordance with paragraph 28 and 29, where the employee is directed to perform work:
- outside the bandwidth of 7:30am to 7:30pm from Monday to Friday
  - on a Saturday, Sunday or a public holiday, or
  - in excess of 37.5 hours in a week.
31. The 20% salary loading in paragraph 20 is not included for overtime payments.

### **What are my entitlements if I am called back to work for emergency duty?**

32. If you are at the classification of APS 6 or below and are recalled to duty at a time or day you would not have ordinarily worked, and were not given notice of the requirement before you ceased your previous duty, you are entitled to Emergency Duty payments at double time for at least three hours, including travelling time. This does not apply if you are under a 'Restriction Direction'.

### **What are my entitlements if I am under a Restriction Direction?**

33. You may be formally directed in writing to be contactable and available for work outside your ordinary hours of duty – this is known as a Restriction Direction. If

so, and you are classified at APS 6 or below, you will be eligible for the following payment for the duration of your restriction:

<b>Period of restriction</b>	<b>Allowance (% of your hourly rate of salary)</b>
Monday to Friday	7.5%
Saturday or Sunday	10%
Public holiday	15%

34. You will not receive the restriction allowance if you are required to perform duty during the period of restriction.
35. If you are subject to a restriction direction and required to perform duty, the relevant overtime provisions will instead apply to the duty, subject to:
  - (a) if you are not recalled to a place of work to perform the duty — a one hour minimum payment; and
  - (b) if you are recalled to a place of work to perform the duty — a 3 hour minimum payment.
36. The Integrity Commissioner may authorise payment of a Restriction Allowance to Executive Level employees in exceptional circumstances.

#### **Am I entitled to a minimum break between working overtime and commencing duty the next day?**

37. If you are at the classification of APS 6 or below and have not had at least eight consecutive hours off duty, plus reasonable travelling time, you will not be required to report for duty until eight hours has elapsed, and will be paid your usual single time salary as if you commenced duty at 8.30 am (the commencement of a Standard Day or the relevant shift start time for shift workers). If you are directed to return to work before eight hours has elapsed, you are entitled to be paid at double time until you receive an eight hour break.

#### **Am I eligible for Salary Packaging?**

38. You may elect to sacrifice a portion of your salary for non-monetary benefits, but must pay any fringe benefits and administrative costs applying to any packaging arrangement. If you opt for salary packaging your salary for superannuation purposes, severance and termination payments and for any other purposes, will be determined as if the salary package arrangement has not occurred. Further information is contained in the *ACLEI Salary Packaging Policy and Procedures*.

#### **What are my entitlements in respect of superannuation?**

39. You will receive compulsory employer superannuation contributions as required by the applicable legislation and fund requirements.
40. If you are a member of PSSap, or exercising superannuation choice, ACLEI will provide employer superannuation contributions of 15.4 per cent of your Ordinary Time Earnings (OTE) as defined in the *Superannuation Guarantee (Administration) Act 1992*.
41. Superannuation contributions will not be paid for periods you are not eligible for salary payments, except for paid or unpaid maternity/parental leave where employer contributions will continue for up to 52 weeks. The contributions will not

be reduced by any other contributions made through salary packaging arrangements.

42. ACLEI will make employer superannuation payments to any eligible superannuation fund nominated by you, provided that it accepts payment by electronic funds transfer using a file generated by ACLEI's payroll system and at no cost to the agency.

## **PART C - EMPLOYMENT CONDITIONS AND ALLOWANCES**

### **Am I eligible for a Service Allowance?**

43. If you are working at a non-SES classification, you will receive a payment of a Service Allowance, an allowance in the nature of salary. This allowance acknowledges the special requirements of working in ACLEI, including the need for high-level personal security assessments, the intrusion associated with notifying private financial and social interests and the necessity to engage in practices to prevent targeting by unlawful elements.
44. The annual allowance is \$1,705 and is paid fortnightly.

### **What am I eligible for if I am required to travel domestically or overseas for official duty?**

45. If you are required to travel to a location away from your usual place of work on official business you are entitled to payment of fares, travelling allowance and other conditions. Further information is contained in the ACLEI *Official Travel Policy*.

### **What assistance is available if I am required to relocate for work?**

46. You may be eligible for financial or other assistance if you are required to relocate for work. Further information is contained in the ACLEI *Relocation Assistance for non-SES Employees Policy*.

### **Am I entitled to Meal Allowance if I work approved overtime?**

47. You will be paid a meal allowance of \$29.40 if you are directed to work overtime:
  - after ordinary duty for a day to the end of, or after, a meal period without taking a meal break, or
  - after ordinary duty for a day after a meal break, if you are not entitled to payment during the meal break, or
  - before the start of ordinary hours of duty for a day and take a meal break, if you are not entitled to payment during the meal break, or
  - on a Saturday, Sunday or public holiday continuing after a meal break, if you are not entitled to payment during the meal break.
48. The meal periods are:
  - 7.00 am to 9:00 am
  - 12.00 pm to 2.00 pm
  - 6:00 pm to 7.00 pm
  - Midnight to 1:00 am

## **What allowances are payable for undertaking additional responsibilities?**

49. If you are:

- trained to render first aid, hold an appropriate first aid qualification and are appointed by the Integrity Commissioner to perform the duties of a First Aid Officer
- trained as a Fire Warden and are appointed by the Integrity Commissioner to perform the duties of a Fire Warden
- trained to perform the duties of a Workplace Health and Safety Representative and are elected by your designated work group to perform these duties

you will receive an allowance of \$23.50 per fortnight.

50. You will need to provide evidence of your training and qualifications to receive these allowances.

## **Am I eligible for reimbursement of other expenses?**

51. The Integrity Commissioner may authorise reimbursement of costs you incur that are directly associated with your employment and are not covered by allowances under this Agreement.

## **PART D - FLEXIBLE WORKING ARRANGEMENTS**

52. Further information is contained in the ACLEI *Flexible Working Arrangements, Attendance Recording, Flextime and TOIL Policy*.

## **What flexibility do I have to manage my working arrangements?**

53. You and your manager have a mutual responsibility to manage your working hours, including leave and flextime, and to minimise the need to work additional hours. The provisions in this agreement are designed to be sufficiently flexible to meet business responsibilities and balance your personal circumstances.

### [Attendance Recording](#)

54. You are required to maintain a record of your attendance including starting and finishing times, any breaks and leave, in the form approved by the Integrity Commissioner.

### [Flextime—up to APS 6](#)

55. If your role is classified as APS 6 or below, and subject to your manager's agreement, you may vary your working hours and accumulate flextime for duty performed in excess of your ordinary hours. Your ordinary hours must be worked within the bandwidth of 7:30am to 7:30 pm, unless otherwise agreed by the Integrity Commissioner.

56. Your flex balance, or debit, is calculated fortnightly (settlement period) and you may not carry a flextime credit of more than 37.5 hours or debit of more than 22.5 hours (or part-time equivalent hours) across settlement periods. In exceptional circumstances, the Integrity Commissioner may approve payment, to an employee, of a flex balance in excess 37.5 hours at ordinary time rates.

57. Prior approval and reasonable notice are required for you to take flextime of a day or more, and you may take no more than five days consecutively. Excess

debits may be deducted from your salary. You may be required to revert to the hours of the Standard Day if you do not maintain a satisfactory pattern of attendance or if you abuse flextime provisions.

#### Time Off In Lieu (TOIL) – Executive Level

58. If you are an Executive Level employee, the nature and seniority of your role necessitates working additional—and occasionally, unsociable—hours. These additional hours may include after-hours attendance at conferences and interstate travel time, and attending to urgent work to meet operational requirements. EL pay rates reflect these additional obligations.
59. TOIL provisions are designed to ensure your additional hours are reasonable and, where they are not, facilitate time off work without requiring leave to be taken. TOIL is not intended to compensate you for all hours worked in excess of ordinary hours, but to provide for reasonable work life balance and recognition of productivity.
60. Where operational needs prevent you accessing TOIL within a reasonable timeframe—or where the volume or pattern of hours required to meet an approved work commitment would warrant it—the Integrity Commissioner may consider overtime payments.

#### Home Based Work

61. Subject to operational and management requirements the Integrity Commissioner may approve you to work from home. Further information is contained in the ACLEI *Home-Based Work Policy*.

#### Public Holidays

62. You will be entitled to the following public holidays:
  - 25 December (Christmas Day)
  - 26 December (Boxing Day)
  - 1 January (New Year's Day)
  - 26 January (Australia Day)
  - Good Friday
  - Easter Monday
  - 25 April (Anzac Day)
  - the Queen's birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory)
  - any other day or part-day, declared or prescribed by or under a law of each State and Territory, unless it has been excluded by the *Fair Work Regulations 2009*.
63. If under a law of a State or Territory, a day or part day is substituted for one of the public holidays listed above, then the substituted day or part-day is the public holiday.
64. You will only be entitled to a public holiday declared for your usual place of work. You will be paid your hours for a standard day for these holidays without being required to work, except where you would not have normally worked some or all of the standard hours on that day.
65. You and the Integrity Commissioner may agree on the substitution of a day or part-day that would otherwise be a public holiday, subject to operational requirements.

66. If you are on leave when a holiday occurs, leave credits (apart from long service leave) will not be deducted and you will be paid at the same rate as your leave.

#### Christmas Shut Down

67. You are entitled to time off for the three working days between Christmas and New Year's Day without loss of pay or leave. If you are required to work during this period you are entitled to equivalent time off at a time agreed between you and your manager. Alternative time off should normally be taken as soon as possible after the shut down.

#### Individual Flexibility Arrangements (IFA)

68. You may make an agreement with the Integrity Commissioner to vary the effect of terms of this Agreement if:
- a) the IFA deals with one or more of the following matters:
    - (i) when work is performed
    - (ii) overtime rates
    - (iii) penalty rates
    - (iv) allowances
    - (v) remuneration, and/or
    - (vi) leave, and
  - b) the IFA is genuinely agreed to, recognising ACLEI's operational requirements and your needs.
69. The IFA must meet the requirements of the *Fair Work Act 2009* (sections 172 and 194) and result in you being better off overall than you would be if no arrangement was made.
70. The IFA must be in writing, include the names and signatures of both parties and state commencement and, if applicable, cessation dates. It must also specify the terms that will be varied, how these terms will be affected and how you will be better off overall. You must be given the IFA within 14 days of it being agreed.
71. The IFA may be terminated at any time if agreed in writing by both parties, or by giving not more than 28 days written notice to the other party.



## PART E - ABSENCES FROM WORK

72. Further details are contained in the ACLEI *Leave Policy*.

### When am I able to be absent from work?

- 73. It is your responsibility to be at work during prescribed working hours unless you have prior approval to be absent on leave, flextime or TOIL.
- 74. Approval of scheduled leave will be based on operational needs so it is important to submit your application as early as possible to enable appropriate workforce planning.
- 75. If you are absent from duty without approval, all pay and other benefits will cease until you resume duty or until leave is approved for the absence. Any overpayment of salary that occurs will be recovered as a debt owed to the Commonwealth.

### What leave am I eligible to apply for?

#### ANNUAL LEAVE

##### Accrual

- 76. You will accrue 20 days (150 hours) progressively for every full-time year of service. If you work part-time hours for any period, your annual leave credit will be accrued on a pro rata basis according to your hours worked. You will not accrue annual leave if you are absent on leave without pay for more than 30 calendar days in a leave year, unless the leave without pay has been approved to count as service.

##### Applying for other leave types while on annual leave

- 77. Following approved annual leave you can, on production of a medical certificate or other supporting documentation, apply to take leave for illness, injury, compassionate or caring purposes and, when approved, have the annual leave re-credited.

##### Purchased Leave

- 78. You may apply to purchase additional paid leave by reducing your salary proportionately. Approval is subject to operational needs with further information contained in the ACLEI *Leave Policy*.

##### Cash Out

- 79. If you have more than 20 days of annual leave credits, you may apply to cash out any portion of the annual leave in excess of 20 days. To promote your well-being, you will need to have taken more than two weeks annual or long service leave in the preceding 12 months for any cash out to be approved.
- 80. Each cashing out of a particular amount of annual leave credit must be by a separate agreement in writing between you and ACLEI, and you will be paid the full amount that would have been paid had you taken the leave at the time the payment is made.



81. When you separate from Australian Public Service employment, any unused annual leave is payable at your final rate of salary, including allowances in the nature of salary.

## PERSONAL LEAVE

### **If I am an ongoing employee, what leave am I able to seek if I am sick or have caring responsibilities?**

82. You are eligible for 18 days full pay Personal Leave per year. You will be credited with 18 days on engagement. After 12 months service, further Personal Leave will accrue on a daily basis. If you are part-time you will accrue pro rata paid Personal leave based on your approved hours of duty.
83. Granting of leave is subject to prior notification (where reasonably practicable) and may require supporting medical evidence. Leave may be granted: if you are unfit for duty due to illness or injury; or to care and support members of your immediate family or household who are ill, injured or affected by an unexpected emergency.
84. If you have exhausted your leave credits you may apply for personal leave without pay subject to limits. Leave without pay of 30 calendar days or more, will defer accrual of Personal Leave by the period of the absence (unless the leave has been approved to count as service).

### **If I am a non-ongoing employee what leave am I able to seek if I am sick or have caring responsibilities?**

85. You will be eligible for up to 18 days personal leave for each 12-month period of service, accrued retrospectively on a daily basis. All other conditions and provisions are the same as for ongoing employees. If you are subsequently engaged in an ongoing role, your leave credits will be adjusted accordingly.

## LONG SERVICE LEAVE

### **What are my entitlements for long service leave?**

86. You are eligible for long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.
87. When utilising long service leave you must take at least seven calendar days (or 14 days at half pay) on each occasion. A period of long service leave is not to be broken by other forms of leave, unless otherwise required by legislation.

## MATERNITY/PARENTAL LEAVE

### **What is my entitlement to maternity leave?**

88. If you are eligible for leave under the *Maternity Leave (Commonwealth Employees) Act 1973*, you will receive an additional two weeks paid leave continuous with an entitlement to paid maternity leave, to be administered for all purposes as if it were paid maternity leave. This leave may be spread over a maximum period of up to 28 weeks with a commensurate reduction in the rate of pay. Only up to the first 14 week period will count as service.
89. You are entitled to leave without pay following your period of paid maternity leave, up to a total of 52 weeks paid and unpaid leave. You may also request an

extension of unpaid leave for a further period of up to 52 weeks with the second period of unpaid leave to commence immediately following the initial 52 weeks leave period.

### **What is my entitlement to adoption or foster care leave?**

90. The leave available to an adoptive or long-term foster parent mirrors that for maternity leave. Further information is contained in the *ACLEI Leave Policy*.

### **What is my entitlement to supporting partner leave?**

91. If you are the parent of a new-born, adopted or foster child, and you live with the child but are not entitled to maternity leave, you are eligible for 10 days paid leave as a supporting partner.

### **Am I able to return to my previous role following maternity or parental leave?**

92. Under section 84 of the *Fair Work Act 2009*, you are entitled to return to your previous role if it still exists or, if does not exist, to another role at the same classification and for which you are qualified and suited. Your previous role is considered to be that role undertaken immediately before you commenced leave, unless you began working part-time or were moved to safe duties because of pregnancy, in which case it will be the role prior to that.

## **OTHER LEAVE**

### **Is there any other leave I may be eligible for?**

93. There are a number of leave entitlements that apply to specific employees or for specific purposes as follows:

#### Compassionate Leave

94. You are eligible for 3 days paid compassionate leave if a member of your immediate family or household has a life threatening illness or injury, or dies.
95. The Integrity Commissioner may approve additional paid compassionate leave if the Integrity Commissioner is satisfied that there are appropriate circumstances for doing so.

#### Community Service Leave

96. As described in the *Fair Work Act 2009*, if you engage in Community Service activity such as jury service or voluntary emergency management activity (including regular training and ceremonial duties), you may be eligible for paid leave. There are limits on access to paid leave for jury service, with an entitlement to full pay for the first 10 days of absence, and a requirement to seek jury service pay.

#### Miscellaneous Leave

97. You may apply for Miscellaneous Leave if you wish to be absent from duty for a purpose not provided for under any other leave. Miscellaneous leave may be approved with or without pay and the discretion for approval rests with the Integrity Commissioner.

### Defence Force Reserve Leave

98. If you have Australian Defence Force Reserves, Continuous Full Time Service (CFTS) or Cadet Force obligations, you may be granted leave (with or without pay). Defence Force Reserve leave counts as service for all purposes, except for unpaid leave to undertake CFTS, which counts as service for all purposes except annual leave accrual.
99. Under the *Defence Reserve Service (Protection) Act 2001*, you are eligible for up to four weeks paid leave each financial year, with additional paid leave of up to two weeks in your first year to meet training and induction requirements. With the exception of the additional two weeks in the first year of service, paid leave can be accumulated and taken over a period of two years.
100. If you are an officer or instructor in a Cadet Force, you may be granted paid leave of up to three weeks each financial year to perform duties as an officer or instructor of cadets.

### Defence Service Sick Leave

101. If you have an accepted war-caused or defence-caused medical condition, as provided by the relevant legislation and, are unfit for duty due to that condition, you may be eligible for war service sick leave. You are entitled to nine weeks leave on commencement of your APS service and, after the first year, will accrue up to three weeks per year as long as your credit does not exceed nine weeks at any time.

### **Are my accrued annual and personal/carers leave entitlements portable between government agencies?**

102. Where you are engaged as either an ongoing or non-ongoing APS employee following a period of ongoing employment with an employer staffed under the *Parliamentary Service Act 1999* or from the ACT Government Service, your unused accrued annual leave and personal/carers leave (however described) will be transferred, provided there is no break in continuity of service.
103. Where you move (including on promotion or for an agreed period) from another Agency where you were an ongoing APS employee, your unused accrued annual leave and personal/carers leave (however described) will be transferred, provided there is no break in continuity of service.
104. Where you are engaged as an employee and immediately prior to the engagement you were employed as a non-ongoing APS employee, the Integrity Commissioner may, recognise any accrued annual leave and personal/carers leave credits (however described), provided there was no break in continuity of service. Any recognised annual leave excludes accrued leave paid out on separation.

### **What happens to my leave credits if I leave the APS?**

105. If you separate from the APS you will be paid out annual and long service leave entitlements in accordance with the *Fair Work Act 2009* and *Long Service Leave (Commonwealth Employees) Act 1976*.

## PART F - WORKFORCE MANAGEMENT

### What are my responsibilities in relation to the performance of my duties?

106. You are required to perform with due care and diligence the duties directed by the Integrity Commissioner (or your managers), consistent with Commonwealth law.
107. You are required to participate in the ACLEI Program for Personal Performance (PPP). Further information is available in the *ACLEI PPP Policy*.

### What assistance am I eligible for if I am studying?

108. You may be eligible for leave or financial assistance if your course of study is relevant to your employment. Further information is contained in the *ACLEI Study Assistance and Policy Guidelines*.

### What support does ACLEI provide for my health and well-being?

109. There is a mutual obligation for ACLEI and all employees to maintain a safe and healthy work environment. ACLEI is committed to this principle and will:
  - provide you benefits under the Health and Well-being Program including reimbursement of up to \$225 per financial year, and
  - provide access to you and your family to a confidential, professional counselling service to assist in resolving personal and work related matters.

Further information is contained in the *ACLEI Employee Health and Well-being Policy*.

### What will happen if I am potentially excess to ACLEI requirements?

110. Schedule 3 outlines the provisions relating to excess employees, redeployment and voluntary and involuntary retrenchment.

## PART G - CONSULTATION AND DISPUTE RESOLUTION

111. ACLEI is committed to communicating and consulting with employees on matters related to the implementation of this agreement and related workplace relations matters.
112. ACLEI recognises the legitimate role of unions in the workplace and that employees are free to choose whether or not to join a union.
113. You may have an employee representative, who may be a union representative, to represent you in matters concerning your employment. ACLEI and employee representatives will deal with each other in good faith.

### If I have concerns about my employment or conditions what should I do?

114. ACLEI is committed to attempting to resolve any concerns in an informal manner wherever possible. You are therefore encouraged to discuss your concerns with your immediate manager or their senior manager in the first instance. If the subject matter of the concern cannot be resolved, or is inappropriate to discuss

with your immediate manager or senior manager, you may refer the matter to the Integrity Commissioner.

115. Nothing in this provision prevents you from exercising your right of review of an action relating to your employment through the processes provided for in section 33 of the PS Act and Part 5 of the *Public Service Regulations 1999*.

### **What mechanisms operate in ACLEI for consultation with employees or our representatives?**

#### Consultative Committee

116. A Consultative Committee will operate as ACLEI's peak employee consultation body and include management and employee representatives.
117. The Consultative Committee will be convened on an as needs basis to discuss issues related to the implementation and operation of this Agreement and related workplace relations matters consistent with its terms of reference, including consultation on relevant ACLEI policies if required.

#### All Staff Meetings

118. ACLEI will ensure that regular feedback and information sessions are maintained and staff have the opportunity to raise any issues through a standing agenda item in regular all staff meetings.

#### Consultation about Major Changes

119. If the Integrity Commissioner has made a decision to introduce a major change, then the consultative procedures at Schedule 4 will be followed.

### **What are the steps to prevent or settle disputes?**

120. The Dispute Resolution Procedures are aimed at preventing and settling disputes about matters arising under the Agreement or the NES.
121. If you are a party to the dispute you may appoint a representative for the purposes of these procedures.
122. In the first instance, the parties to a dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees concerned and their relevant manager.
123. If a dispute is unable to be resolved at the workplace level, a party to the dispute may refer the dispute to the Fair Work Commission.
124. The Fair Work Commission may deal with the dispute in two stages:
- (a) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
  - (b) If the Fair Work Commission is unable to resolve the dispute at the first stage, Fair Work Commission may then:
    - (i) arbitrate the dispute; and
    - (ii) make a determination that is binding on the parties.

125. If the Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the *Fair Work Act 2009*. A decision that the Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Division 3 of Part 5.1 of the *Fair Work Act 2009*. Therefore, an appeal may be made against the decision.
126. While the parties are trying to resolve the dispute using the procedures in this Schedule:
- (a) you must continue to perform your work as you would normally unless you have a reasonable concern about an imminent risk to your health or safety, and
  - (b) you must comply with a direction given by the Integrity Commissioner to perform other available work at the same workplace, or at another workplace, unless:
    - (i) the work is not safe, or
    - (ii) applicable workplace 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 you to refuse to comply with the direction.
127. The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this Part.

## Schedule 1 – SHIFT WORK AND WORK OUTSIDE THE BANDWIDTH

### Who is a shiftworker?

1. You will be considered to be an ACLEI employee working shift arrangements (a shift worker) if you are classified at APS 6 or below and the Integrity Commissioner requires that you work your ordinary hours on a roster for a period of 14 calendar days or more that includes hours:
  - outside the bandwidth of 7:30 am to 7:30 pm, Monday to Friday, and/or
  - on Saturdays, Sundays or public holidays.
2. The Integrity Commissioner may also authorise shift work payments for Executive Level employees under exceptional circumstances.
3. A minimum of 7 days' notice, or less with the agreement of affected employees, will be given by the Integrity Commissioner for the introduction of additional shift work, a new roster, or re-arrangement of shift cycles.

### What am I eligible for if I am required to undertake shift work or work outside the bandwidth?

4. If you work shift arrangements your pay will be based on the same fortnightly and hourly rate of pay calculations as non-shift arrangement employees. In addition to your ordinary fortnightly salary, you will also be paid the higher of the following shift penalty payments, as applicable to the time of day when hours are worked:

Rostered time of work	Penalty rate
Work performed on a shift, any part of which falls between 7:30 pm to midnight and 6 am to 7:30 am (Monday to Friday)	15%
Work performed on a shift, any part of which falls between midnight and 6 am (Monday to Friday)	30%
Work performed for a period exceeding 2 weeks on a shift falling wholly between 7:30 pm and 7:30 am	30%
For those hours of work performed anytime on a Saturday	50%
For those hours of work performed anytime on a Sunday	100%
For those hours of work performed anytime on a public holiday	150%

5. Employees working shift arrangements will also accrue an additional half day of paid leave for each Sunday and public holiday worked, up to a maximum of 5 days over a twelve month period, credited on 1 January each year. Only a rostered shift of 3 hours or more which commences or ceases on a Sunday or public holiday will count in this calculation.

### What happens with my leave if I work shift work?

6. If you take leave when otherwise rostered to work a shift:
  - the scheduled duration of the shift (in hours) will be deducted from your leave credits, except in the case of long service leave (where calendar day deductions will apply), and
  - shift penalty payments will be made in respect of any duty which you would have performed had you not been on approved leave.

**What am I eligible for if I'm required to undertake shift work for periods of less than two weeks?**

7. Where there is a short term operational requirement for periods of less than two weeks, ACLEI may, with 72 hours' notice or less by agreement with you, schedule you to work your normal hours of duty outside the bandwidth at specified times.
8. If you are scheduled to perform all or part of your ordinary hours under these short term arrangements, you will be entitled to your ordinary rate of pay plus penalty rates, as well as a Short Term Shift allowance of 2.5% of ordinary salary for the scheduled hours worked.

**What happens if I'm required to perform overtime while working shift work, including short term arrangements?**

9. For a shift worker, duty is overtime if it is performed:
  - outside the normal rostered ordinary hours of duty for the shift worker on that day, or
  - in excess of the weekly hours of ordinary duty, or an average of the weekly hours of ordinary duty over a cycle of shifts.
10. Further information is contained in the ACLEI *Shift Work and Work outside the Bandwidth Policy*.



## Schedule 2 Salary rates

		Before lodgement	On commencement + 3%	12 Months after commencement + 2%	18 Months after commencement + 1%
<b>Classification</b>	<b>Pay Points</b>	<b>Salary Rates</b>	<b>Salary Rates</b>	<b>Salary Rates</b>	<b>Salary Rates</b>
<b>APS Level 1</b>	APS 1.1	\$42,893	\$44,180	\$45,063	\$45,514
	APS 1.2	\$44,397	\$45,729	\$46,643	\$47,110
	APS 1.3	\$45,899	\$47,276	\$48,221	\$48,704
	APS 1.4	\$47,406	\$48,828	\$49,805	\$50,303
<b>APS Level 2</b>	APS 2.1	\$48,545	\$50,001	\$51,001	\$51,511
	APS 2.2	\$50,304	\$51,813	\$52,849	\$53,378
	APS 2.3	\$52,066	\$53,628	\$54,701	\$55,248
	APS 2.4	\$53,830	\$55,445	\$56,554	\$57,119
<b>APS Level 3</b>	APS 3.1	\$55,291	\$56,950	\$58,089	\$58,670
	APS 3.2	\$56,751	\$58,454	\$59,623	\$60,219
	APS 3.3	\$58,214	\$59,960	\$61,160	\$61,771
	APS 3.4	\$59,675	\$61,465	\$62,695	\$63,322
<b>APS Level 4</b>	APS 4.1	\$61,621	\$63,470	\$64,739	\$65,386
	APS 4.2	\$63,385	\$65,287	\$66,592	\$67,258
	APS 4.3	\$65,146	\$67,100	\$68,442	\$69,127
	APS 4.4	\$66,909	\$68,916	\$70,295	\$70,998
<b>APS Level 5</b>	APS 5.1	\$68,733	\$70,795	\$72,211	\$72,933
	APS 5.2	\$70,114	\$72,217	\$73,662	\$74,398
	APS 5.3	\$71,618	\$73,767	\$75,242	\$75,994
	APS 5.4	\$72,882	\$75,068	\$76,570	\$77,336
<b>APS Level 6</b>	APS 6.1	\$74,232	\$76,459	\$77,988	\$78,768
	APS 6.2	\$77,914	\$80,251	\$81,856	\$82,675
	APS 6.3	\$81,595	\$84,043	\$85,724	\$86,581
	APS 6.4	\$85,274	\$87,832	\$89,589	\$90,485
<b>Executive Level 1</b>	Executive 1.1	\$94,682	\$97,522	\$99,473	\$100,468
	Executive 1.2	\$99,777	\$102,770	\$104,826	\$105,874
	Executive 1.3	\$104,872	\$108,018	\$110,179	\$111,280
	Executive 1.4	\$109,968	\$113,267	\$115,532	\$116,688
	Executive 1.5	\$115,062	\$118,514	\$120,884	\$122,093
<b>Executive Level 2</b>	Executive 2.1	\$116,397	\$119,889	\$122,287	\$123,510
	Executive 2.2	\$121,316	\$124,955	\$127,455	\$128,729
	Executive 2.3	\$126,236	\$130,023	\$132,624	\$133,950
	Executive 2.4	\$131,157	\$135,092	\$137,794	\$139,171

## Schedule 3 – REDEPLOYMENT AND RETRENCHMENT

### What will happen if I am potentially excess to ACLEI requirements?

1. If you are an ongoing employee, and not on probation, you can be declared as an excess employee if:
  - (a) you are included in a group of employees comprising a greater number than is necessary for the efficient and economical working of ACLEI, or
  - (b) your services cannot be effectively used because of technological or other changes to work methods or changes in the nature, extent or organisation of the functions of ACLEI, or
  - (c) the duties you usually perform are to be performed at a different locality and:
    - (i) you are not willing to perform the duties at that locality, and
    - (ii) the Integrity Commissioner decides that you are an excess employee.
2. Where 15 or more employees are likely to become excess, the Integrity Commissioner is required to comply with the relevant provisions of Division 2 of Part 3-6 of the *Fair Work Act 2009* (requirement to notify Centrelink and relevant employee associations).
3. If the Integrity Commissioner considers that you are likely to become an excess employee, you will be advised in writing at the earliest practicable time.
4. The Integrity Commissioner will discuss with you:
  - (a) redeployment opportunities at or below your existing level
  - (b) referral to career advisory services, and
  - (c) whether voluntary retrenchment might be appropriate.
5. The Integrity Commissioner will also hold discussions with a representative if you choose to nominate one.
6. Before the discussions are over, the Integrity Commissioner may ask an employee who is not an excess employee to express interest in voluntary retrenchment if the retrenchment of that employee would permit the redeployment of another employee who is excess and would otherwise be subject to retrenchment.
7. During this initial consultation period of one month, unless you agree to a lesser period, the Integrity Commissioner will not invite you to accept an offer of voluntary retrenchment or advise you in writing you are excess.
8. If you are identified as an excess employee, the Integrity Commissioner will then advise you in writing and establish if you want to be offered voluntary retrenchment immediately or seek redeployment.

### What will happen if I am invited to accept Voluntary Retrenchment?

9. The Integrity Commissioner may invite you to accept voluntary retrenchment if you have:

- (a) been advised that you are an excess employee, or
  - (b) expressed an interest in voluntary retrenchment and the Integrity Commissioner is of the opinion that your retrenchment would permit the redeployment of another employee who is excess and would otherwise be subject to retrenchment.
- 10. The Integrity Commissioner must not invite you to accept voluntary retrenchment under paragraph 9 (b) unless:
  - (a) an otherwise excess employee will be redeployed to perform duties that would otherwise have been performed by you, and
  - (b) as a result, after expressing interest in voluntary retrenchment, you become an excess employee.
- 11. Where the Integrity Commissioner invites you to accept voluntary retrenchment you will have one month to elect to accept or reject the offer (the acceptance period). If, before the acceptance period, you accept the offer and agree to waive the acceptance period, the Integrity Commissioner may give you notice of termination in accordance with section 29 of the PS Act.
- 12. During the acceptance period the Integrity Commissioner must provide you with the following information:
  - (a) the amount of severance pay, pay in lieu of notice and likely payment in lieu of leave credits
  - (b) the amount of accumulated superannuation contributions
  - (c) options open to you for superannuation
  - (d) taxation rules applying to payments to the employee, and
  - (e) the level of assistance (up to a maximum of \$750) available to you for financial advice.
- 13. If by end of the acceptance period (or earlier if you agree to waive the acceptance period) you accept the offer, the Integrity Commissioner may give you notice of termination in accordance with section 29 of the PS Act.
- 14. Only one offer of voluntary retrenchment is to be made to an employee.
- 15. If you do not accept or decline an offer of voluntary retrenchment by the end of the acceptance period, you are considered to have declined the offer.
- 16. If you decline, or are considered to decline, an offer of voluntary retrenchment, the Integrity Commissioner will offer to refer you to career advisory services and commence the retention period under Involuntary Retirement provisions.

### **What if I accept an offer of Voluntary Retrenchment?**

- 17. If you accept an offer of voluntary retrenchment, the Integrity Commissioner may give you a notice of termination in accordance with section 29 of the PS Act. You will be given a period of 4 weeks' notice, or 5 weeks if you are over age over 45 with at least 5 years of continuous service.
- 18. If you are retrenched within the notice period you will receive payment in lieu of notice as set down in section 117 of the *Fair Work Act 2009* for the unexpired part of the notice period.

## Severance Pay

19. If you accept an offer of voluntary retrenchment and the Integrity Commissioner terminates your employment under section 29 of the PS Act you are entitled to be paid a severance benefit equal to two weeks' salary for each completed year of service, plus a pro rata payment for completed months of service since your last completed year of service, subject to any minimum amount you are entitled to under the Fair Work Act and NES.
20. The minimum amount payable as a severance benefit is four weeks' salary and the maximum amount payable 48 weeks' salary.
21. Severance pay is calculated on a proportionate basis for any period of service when you worked part-time hours if you have less than 24 years of full-time service subject to any minimum amount you are entitled to under the NES.
22. Service for severance pay means service with:
  - (a) ACLEI
  - (b) the government as defined by section 10 of the *Long Service Leave (Commonwealth Employees) Act 1976*
  - (c) the Commonwealth (other than service with a Joint Commonwealth-State body corporate in which the Commonwealth has a controlling interest) that is recognised for long service leave purposes
  - (d) the Australian Defence Force
  - (e) the Australian Public Service immediately before deemed resignation under section 49 of the *Public Service Act 1922* (as in force on 17 November 1966) if the service has not previously been recognised for severance pay purposes
  - (f) in another organisation that is recognised for long service leave purposes if:
    - (i) you were transferred from the Australian Public Service to the organisation with a transfer of a function, or
    - (ii) you were engaged by the organisation on work within a function, and appointed because of the transfer of the function to the Australian Public Service.
23. Earlier periods of service count if:
  - (a) there is no break between the periods of service, or
  - (b) there is a break between the periods of service of less than one month, and the break happened when an offer of employment with the new employer had been made and accepted by you before ceasing employment with the previous employer, or
  - (c) the earlier period of service was with the Australian Public Service and ceased because you were deemed to have resigned from the Australian Public Service on marriage under section 49 of the *Public Service Act 1922* (as in force on 17 November 1966).
24. A period of service does not count as service for severance pay purposes if it ceased for any of the following reasons:

- (a) because you lacked, or had lost, an essential qualification for performing your duty
- (b) because of non-performance, or unsatisfactory performance, of duties
- (c) because of an inability to perform duties due to physical or mental incapacity
- (d) failure to satisfactorily complete an entry level training course
- (e) failure to meet a condition imposed under subsection 22(6) of the PS Act
- (f) breach of the APS Code of Conduct
- (g) under the *Public Service Act 1922* for a reason equivalent to a reason mentioned in paragraphs (a) to (f)
- (h) through voluntary retirement at or above the minimum retirement age applicable to that employee
- (i) with the payment of a redundancy benefit or similar payment or an employer financed retirement benefit
- (j) any other ground prescribed under the *Public Service Regulations 1999*.

25. An absence from work that does not count as service for long service leave purposes does not count as service for severance pay purposes.

#### Rate of payment for severance benefit

26. In calculating severance pay, salary includes:

- (a) either:
  - (i) your full-time salary, adjusted on a proportionate basis for periods of part-time service, or
  - (ii) the full-time salary of a higher position where you have performed duties at the higher level for a continuous period of at least one year immediately before you were given notice of retrenchment, adjusted on a proportionate basis for periods of part-time service, and
- (b) other allowances in the nature of salary that were paid regularly and during annual leave, excluding allowances that were:
  - (i) a reimbursement for expenses incurred, or
  - (ii) a payment for disabilities associated with the performance of duty.

#### **What will happen if I do not wish to accept Voluntary Retrenchment?**

- 27. If you seek redeployment you may request to be referred to career advisory services.
- 28. The Integrity Commissioner will take reasonable steps, consistent with the interests of ACLEI's efficient administration, to transfer you to a suitable vacancy at the same level within the ACLEI.

29. If you are an excess employee and do not accept an offer of voluntary retrenchment, the Integrity Commissioner must not terminate your employment under section 29 of the PS Act without your consent until the following retention periods have elapsed:
  - (a) if you have at least 20 years' service or are aged 45 years or over — 13 months
  - (b) if not— 7 months.
30. If you are entitled to a redundancy payment under the NES, the retention periods will be reduced by an amount equivalent to your redundancy entitlement under the NES.
31. The retention period starts on the earlier of:
  - (a) the day you were told in writing that you are an excess employee, or
  - (b) the day the Integrity Commissioner invited you to accept voluntary retrenchment.
32. The retention period is extended by any period of certified sick leave taken during the retention period.

#### Redeployment during the Retention Period

33. During the retention period, the Integrity Commissioner will take all reasonable steps, consistent with the interests of the ACLEI's efficient administration, to find you alternative employment, including options such as reduction in classification.
34. The Integrity Commissioner may re-assign you to a job at a lower classification with four weeks' notice. Where this occurs before the end of your retention period, you will receive income maintenance to maintain your salary at the previous higher level for the balance of the retention period.
35. If during the retention period you apply for an advertised vacancy in ACLEI at your current classification level or lower, you are entitled to be considered in isolation from, and not in competition with, an applicant who is not an excess employee. You will also be eligible for reasonable leave with full pay and to seek reasonable travel and incidental expenses, not met by the prospective employer, to attend an employment interview.
36. Where you are required to move household to a new locality because of an ongoing assignment to duties within a classification group the same as, or lower than, your approved classification before the assignment, you will be entitled to reasonable expenses.

#### Voluntary Retrenchment during retention period

37. If you:
  - (a) have been notified that you are excess, and
  - (b) have not permanently been redeployed to a suitable position within 3 months, and
  - (c) you have not previously been invited to accept voluntary retrenchment,the Integrity Commissioner will, as soon as possible after the end of the 3 month period, invite you to accept voluntary retrenchment.

38. Where the Integrity Commissioner is satisfied that there is insufficient productive work available for you within ACLEI during the remainder of the retention period and that there is no reasonable redeployment prospects in the APS:
- (a) the Integrity Commissioner may, with your agreement, terminate your employment under section 29 of the PS Act, and
  - (b) upon termination, you will be paid a lump sum comprising:
    - (i) the balance of the retention period (as shortened for the NES), and this payment will be taken to include the payment in lieu of notice of termination of employment, plus
    - (ii) your NES entitlement to redundancy pay.

#### Involuntary termination

39. Subject to the consultation process under this Schedule, the Integrity Commissioner may terminate, in accordance with section 29 of the PS Act, your employment at the end of the retention period without your consent.
40. Your employment will not be terminated if you:
- (a) have not been invited to accept an offer of voluntary retrenchment, or
  - (b) have elected to be voluntarily retrenched but the Integrity Commissioner has refused to approve it.
41. As an excess employee you will be given four weeks' notice (or five weeks' notice if you are over 45 years of age with at least five years' service) where it is proposed that your employment will be involuntarily terminated under section 29 of the PS Act. This notice period will, as far as practicable, be concurrent with the retention period.
42. This Schedule does not prevent the reduction in classification, or the termination of your employment, because of a breach of the Code of Conduct, physical or mental incapacity, unsatisfactory performance of, or non-performance of, duties, loss of an essential qualification or any other ground for termination of employment prescribed by the *Public Service Regulations 1999*.

#### Termination of Employment: Review Mechanism

43. In the event of termination of your employment, your sole rights and remedies are those under:
- (a) The *Fair Work Act 2009*
  - (b) other Commonwealth laws (including the Constitution), and
  - (c) common law.
44. In particular, termination of employment, or a decision to terminate employment, cannot be reviewed under the procedures for dispute resolution in this Agreement.
45. Nothing in this Agreement prevents the Integrity Commissioner from terminating an employee's employment without notice or payment in lieu of notice for serious misconduct in accordance with paragraph 123(1)(b) of the *Fair Work Act 2009*, subject to the Integrity Commissioner's procedures for determining whether the employee has breached the APS Code of Conduct under subsection 15(3) of the PS Act.



## Schedule 4 - CONSULTATION

1. This Schedule applies if the Integrity Commissioner:
  - (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to ACLEI that is likely to have significant effects on the employees, or
  - (b) proposes to introduce a change to the regular roster or ordinary hours of work for employees.
2. In this Schedule: 'relevant employees' means the employees who may be directly affected by a change referred to in paragraph 1.

### Major change

3. For a major change referred to in paragraph 1(a) of this Schedule:
  - (a) ACLEI must notify the relevant employees of the decision to introduce the major change, and
  - (b) paragraphs 4 to 9 apply.
4. The relevant employees may appoint a representative for the purposes of the procedures in this Schedule.
5. If:
  - (a) relevant employees appoint a representative for the purposes of consultation, and
  - (b) the employees advise the Integrity Commissioner of the identity of the representative,the Integrity Commissioner must recognise the representative.
6. As soon as practicable after making its decision, ACLEI 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 ACLEI 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.
7. ACLEI will not disclose confidential or commercially sensitive information to the relevant employees.
8. ACLEI will give prompt and genuine consideration to matters raised about the major change by the relevant employees.



9. For the purposes of this Schedule, a major change is likely to have a significant effect on employees if it results in:
- (a) the termination of the employment of employees
  - (b) major change to the composition, operation or size of ACLEI'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, or
  - (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

10. For a change referred to in paragraph 1(b):
- (a) ACLEI must notify the relevant employees of the proposed change, and
  - (b) paragraphs 11 to 15 apply.
11. The relevant employees may appoint a representative for the purposes of the procedures in this Schedule.
12. 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 Integrity Commissioner of the identity of the representative,
- the Integrity Commissioner must recognise the representative.
13. As soon as practicable after proposing to introduce the change, ACLEI 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, and
    - (ii) information about what the Integrity Commissioner reasonably believes will be the effects of the change on the employees, and
    - (iii) information about any other matters that the Integrity Commissioner 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).
14. ACLEI will not disclose confidential or commercially sensitive information to the relevant employees.
15. ACLEI will give prompt and genuine consideration to matters raised about the change by the relevant employees.