



Australian Government

Australian Research Council

# Australian Research Council Enterprise Agreement

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**2024-2027**



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## Section 1 - Technical matters

### Title

1. This agreement will be known as the Australian Research Council Enterprise Agreement 2024-2027.

### Parties to the agreement

2. The agreement covers:
  - 2.1. the Chief Executive Officer (CEO), for and on behalf of the Commonwealth of Australia as the employer;
  - 2.2. all employees in the Australian Research Council (ARC) employed under the PS Act other than Senior Executive Service employees or equivalent;
  - 2.3. subject to notice being given in accordance with section 183 of the FW Act, and the following employee organisation which was a bargaining representative for this agreement:
    - 2.3.1. Community and Public Sector Union (CPSU).

### Operation of the agreement

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

### Delegations

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

### National Employment Standards (NES) precedence

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

### Closed comprehensive agreement

7. This agreement states the terms and conditions of employment of employees covered by this agreement, other than terms and conditions applying under relevant Commonwealth laws.

8. This agreement will be supported by policies and guidelines, as implemented and varied from time to time.
9. Policies and guidelines are not incorporated into and do not form part of this agreement. To the extent that there is any inconsistency between policies and guidelines and the terms of this agreement, the terms of this agreement will prevail.

## **Individual flexibility arrangements**

10. The ARC and an employee covered by this agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
  - 10.1. the agreement deals with one or more of the following matters:
    - 10.1.1. arrangements about when work is performed;
    - 10.1.2. overtime rates;
    - 10.1.3. penalty rates;
    - 10.1.4. allowances;
    - 10.1.5. remuneration; and
    - 10.1.6. leave and leave loading; and
    - 10.1.7. the arrangement meets the genuine needs of the ARC and employee in relation to one or more of the mentioned in clause 10.1; and
    - 10.1.8. the arrangement is genuinely agreed to by the ARC and employee.
11. The ARC must ensure that the terms of the individual flexibility arrangement:
  - 11.1. are about permitted matters under section 172 of the FW Act;
  - 11.2. are not unlawful terms under section 194 of the FW Act; and
  - 11.3. result in the employee being better off overall than the employee would be if no arrangement was made.
12. The ARC must ensure that the individual flexibility arrangement:
  - 12.1. is in writing;
  - 12.2. includes the name of the ARC and employee;
  - 12.3. is signed by the ARC and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
  - 12.4. includes details of:
    - 12.4.1. the terms of the enterprise agreement that will be varied by the arrangement;
    - 12.4.2. how the arrangement will vary the effect of the terms;
    - 12.4.3. how the employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and

- 12.5. states the day on which the arrangement commences.
- 13. The ARC must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 14. The ARC or employee may terminate the individual flexibility arrangement:
  - 14.1. by giving no more than 28 days written notice to the other party to the arrangement;  
or
  - 14.2. if the ARC and employee agree in writing – at any time.
- 15. The ARC and employee are to review the individual flexibility arrangement at least every 12 months.

### **Usual place of work**

- 16. The employee's standard place of work will be the designated office location identified in the employee's letter of offer or other engagement documentation. If no designated office location was specified on engagement, the CEO may specify a designated office location by advising the employee in writing.
- 17. The ARC and employee may agree to vary the employee's designated office location on a temporary or permanent basis.

## Section 2: Remuneration

### Salary

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

### Payment of salary

21. Employees will be paid fortnightly in arrears by electronic funds transfer into a financial institution account of the employee's choice, based on their annual salary using the following formula:

$$\text{Fortnightly salary} = \frac{\text{Annual salary} \times 12}{313}$$

Note: This formula is designed to achieve a consistent fortnightly pay rate without significant variability year-to-year. It reflects that the calendar year is not neatly divisible into 26 fortnightly periods. There are 313 fortnightly pay cycles within a 12-year period.

### Salary setting

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



26. Where an employee commences ongoing employment in the ARC immediately following a period of casual employment in the ARC, the CEO will determine the payment of salary within the relevant salary range of the relevant classification which recognises the employee's prior service as a casual employee in the ARC.
27. Where an APS employee moves to the ARC at level from another APS agency, and their salary is above the maximum of the salary range for their classification, the ARC CEO will maintain the employee's salary at that level, until it is absorbed into the salary range for that classification.
28. Where the CEO determines that an employee's salary has been incorrectly set, the CEO may determine the correct salary and the date of effect.

### **Incremental advancement**

29. You must meet the following requirements to be eligible for pay point progression with effect from 1 July:
  - 29.1. an on track performance rating during the employee's most recent performance management cycle; and
  - 29.2. 6 months of aggregate eligible service in the ARC at or above the relevant classification level during the most recent annual performance management cycle. If an employee has less than 6 months of aggregate eligible service, the CEO may exercise their discretion to determine a higher salary under the salary setting clause in the ARC's agreement.
30. Eligible service for salary progression will include:
  - 30.1. periods of paid leave and unpaid parental leave;
  - 30.2. periods of unpaid leave that count as service; and
  - 30.3. service while employed on a non-ongoing basis.
31. Requirements for progression through soft barriers are outlined in clauses 80 - 81.
32. During a period of unpaid parental leave employees will be eligible to advance a maximum of one increment, regardless of the length of unpaid parental leave.
33. Employees who are acting at a higher classification for a period of 6 months will be eligible for salary progression at both their substantive and acting classifications.
34. Salary progression while acting at a higher classification will be retained for future acting duties at, or promotion to, that classification regardless of elapsed time.
35. Casual employees will not usually be eligible for incremental advancement.

### **Superannuation**

36. The ARC will make compulsory employer contributions as required by the applicable legislation and fund requirements.

37. Employer superannuation contributions will be paid on behalf of employees during periods of paid leave that count as service.
38. The ARC will make employer superannuation contributions to any eligible superannuation fund, provided that it accepts payment by fortnightly electronic funds transfer (EFT) using a file generated by the ARC's payroll system.

*Method for calculating superannuation salary*

39. The ARC will provide an employer contribution of 15.4% of the employee's Fortnightly Contribution Salary (FCS) for employees in the Public Sector Superannuation Accumulation Plan (PSSap) and Ordinary Time Earnings (OTE) for employees in other accumulation funds.
40. Employer contributions will be made for all employees covered by this agreement.
41. Employer contributions will not be reduced by any other contributions made through salary sacrifice arrangements.

*Payment during unpaid parental leave*

42. Employer contributions will be paid on periods of unpaid parental leave in accordance with the requirements of the PSSap fund where the employee is a member of the PSSap, and up to a maximum of 52 weeks where the employee is a member of an accumulation fund other than PSSap.

## **Overpayments**

43. An overpayment occurs if the CEO (or the ARC) provides an employee with an amount of money to which the employee was not entitled (including but not limited to salary, entitlements, allowances, travel payment and/or other amount payable under this agreement).
44. Where the CEO considers that an overpayment has occurred, the CEO will provide the employee with notice in writing. The notice will provide details of the overpayment.
45. If an employee disagrees that there has been an overpayment including the amount of the overpayment, they will advise the CEO in writing within 28 calendar days of receiving the notice. In this event, no further action will be taken until the employee's response has been reviewed.
46. If after considering the employee's response (if any), the ARC CEO confirms that an overpayment has occurred, the overpayment will be treated as a debt to the Commonwealth that must be repaid to the ARC in full by the employee.
47. The CEO and the employee will discuss a suitable recovery arrangement. A recovery arrangement will take into account the nature and amount of the debt, the employee's circumstances and any potential hardship to the employee. The arrangement will be documented in writing.
48. The ARC and employee may agree to make deduction from final monies where there is an outstanding payment upon cessation of employment.
49. Interest will not be charged on overpayments.
50. Nothing in clause 43 to 49 prevents:

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- 50.1. the ARC from pursuing recovery of the debt in accordance with an Accountable Authority Instruction issued under the *Public Governance, Performance and Accountability Act 2013*;
- 50.2. the ARC from pursuing recovery of the debt through other available legal avenues; or
- 50.3. the employee or the ARC from seeking approval to waive the debt under the *Public Governance, Performance and Accountability Act 2013*.

### **Supported wage system**

- 51. An employee may be paid a percentage of the relevant pay rate for their classification in line with their assessed capacity to do the work if they:
  - 51.1. have a disability;
  - 51.2. meet the criteria for a Disability Support Pension; and
  - 51.3. are unable to perform duties to the capacity required.
- 52. Specific conditions relating to the supported wage system are detailed in **Attachment B – Supported Wage System**.

## Section 3: Allowances and reimbursements

### Higher duties

53. Where a role needs to be filled for 2 or more working weeks, higher duties allowance will be paid to any employee temporarily occupying the role acting at a classification higher than their substantive classification level.
54. Higher duties allowance will be equal to the difference between the employee's current salary and the salary that would be payable if they were promoted to the higher classification level, or higher amount determined by the CEO.
55. Where an employee is found to be eligible for salary progression at their acting classification level they will receive an appropriate increase in the rate of higher duties allowance. The employee's salary level will be retained for all future periods of acting regardless of elapsed time.
56. Where an employee is assigned only part of the higher duties, the CEO will determine the amount of allowance payable.
57. Higher duties allowance will be payable while an employee is acting at a higher classification as part of a job-sharing arrangement where the duration of the arrangement is at least 2 working weeks.
58. The CEO may shorten the qualifying period for higher duties allowance on a case-by-case basis.

### Motor Vehicle Allowance

59. The CEO may authorise an employee to use a private car owned or hired by the employee for official purposes where it will result in greater efficiency or less expense. Where so authorised, an employee will be entitled to a motor vehicle allowance at a rate equivalent to that set by the Australian Taxation Office for claiming a deduction for car expenses via the cents per kilometre method.
60. The maximum amount of Motor Vehicle Allowance payable will not exceed the costs that would have been incurred by the ARC had the employee travelled for official purposes using public transport.
61. An employee will not be authorised to use their private vehicle for official purposes if the vehicle is not comprehensively insured.

### Healthy Lifestyle Allowance

62. The ARC actively promotes employee activities that lead to a healthy lifestyle. The allowance of \$250 for ongoing employees and non-ongoing employees with at least 12 months continuous service is available per calendar year, for health-related lifestyle expenses.

## Workplace responsibility allowances

63. The Workplace responsibility allowance will be paid where the CEO (or delegate) has appointed or elected an employee to one of the following roles:

- 63.1. First Aid Officer;
- 63.2. Health and Safety Representative;
- 63.3. Emergency Warden (Chief, Fire and Floor);
- 63.4. Harassment Contact Officer; and
- 63.5. Mental Health First Aid Officer.

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

65. The minimum rate will be:

Rate from commencement of the agreement	Rate from 13 March 2025	Rate from 12 March 2026
\$30.51 per fortnight	\$31.67 per fortnight	\$32.75 per fortnight

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

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

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

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

## Community language allowance

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

71. The allowance is paid in accordance with the employee's level of competency:

Table 1: Community language allowance rates

Rate	Standard	Rate from the commencement of the agreement	Rate from 13 March 2025	Rate from 12 March 2026
1	An employee who has adequate language skills, as determined by an individual or body approved by the CEO, for simple communication.	\$1,435 per annum	\$1,490 per annum	\$1,541 per annum
2	An employee who is certified by the National Accreditation Authority for Translators and Interpreters (NAATI) as a Translator or Interpreter at any level; or is assessed to be at the equivalent level by an individual or body approved by the CEO.	\$2,870 per annum	\$2,979 per annum	\$3,080 per annum

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

### Professional Association Costs

- 76. The ARC will pay professional association membership costs that are deemed relevant to the operational needs of the ARC. The membership for the relevant professional association must be linked to the current duties and responsibilities of the employee.

## Section 4: Classifications and broadbands

77. The ARC broadbands and pay points are set out in Attachment A of this agreement.
78. The ARC classification structure under the agreement will consist of the following:
  - 78.1. Executive Level 2;
  - 78.2. Executive Level 1;
  - 78.3. APS Level 6;
  - 78.4. APS 5/4 broad banding (covering both APS Level 5 and APS Level 4); and
  - 78.5. APS 3/2/1 broad banding (covering APS Level 3, APS Level 2 and APS 1 Level).
79. The classification of duties for a position will be determined by the delegate.
80. The ARC pay scale includes soft barriers. Progression beyond this barrier is not automatic and is subject to performance requirements as below.
81. In order for an employee to advance through the soft barrier they need to meet the following criteria:
  - 81.1. sufficient work is available above the barrier; and
  - 81.2. they have gained the necessary skills and proficiencies to perform the more complex work; and
  - 81.3. performance must meet expectations.
82. In addition to clause 81, the progression through the Executive Level 2 barrier requires consist satisfactory performance across at least two annual performance cycles or, a merit selection exercise.

### Work Level Standards

83. The APS Work Level Standards continue to operate and describe the work at each of the classification levels in this agreement, consistent with the *Public Service Classification Rules 2000*, made in accordance with section 23 of the PS Act.

## Section 5: Working hours and arrangements

### Employment types

#### Full-time work

84. A full-time employee is an employee whose ordinary hours are 75 hours in a settlement period.
85. The standard working day is 7 hours 30 minutes.
86. An employee should not work more than 10 hours in any one day unless also working overtime.
87. An employee must not work more than 5 hours without an unpaid break of at least 30 minutes.

#### Part-time work

88. A part-time employee is an employee whose ordinary hours are less than 75 hours in a settlement period. A part-time employee is not expected to work outside their agreed hours. Agreement to requests for part-time work or job-sharing will be subject to operational requirements and take into account the employee's personal circumstances.
89. Annual and personal leave will be calculated on a pro rata basis.
90. The part-time work arrangement will continue until the specified expiry date unless the CEO and the Employee agree in writing to vary or terminate the Part-time Work Agreement. The Employee may revert to full-time, with the agreement of management, before the specified expiry date.
91. Where the Employee and the Supervisor/Manager agree to the part-time Employee's working outside the agreed hours, the ARC will reimburse the Employee, on production of receipts, for any additional expenses incurred (over normal arrangements).
92. Employees will not be required to convert from full-time to part-time hours, or vice versa, without their agreement.

#### Casual employment

93. A casual (irregular or intermittent) employee is defined in the definitions section.
94. A decision to expand the use of casual employees is subject to consultation at section 10 of this agreement.
95. The ARC will regularly review the working arrangements of casual employees to assess if they are genuinely performing irregular and intermittent duties, and report de-identified outcomes to the consultative committee, where one is in place.
96. Remuneration for casual employees shall be on an hourly basis. A casual employee shall receive a 25 per cent loading on the base hourly rate of their classification as set out in this agreement.
97. The casual loading is paid in lieu of payment for public holidays not worked, notice of termination of employment, redundancy benefits and all paid leave entitlements, other than



leave required by legislation including long service leave in accordance with the LSL Act and leave for family and domestic violence support.

98. A casual employee shall be engaged for a minimum of 3 hours per engagement or shall be paid for a minimum of 3 hours at the appropriate casual rate.
99. A casual employee who is eligible for a Workplace Responsibility Allowance will be paid the full amount.

## **Job security**

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

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

### ***Reporting***

101. Where a consultative committee is in place, the ARC will report to the ARC consultative committee on an annual basis, or more frequently if agreed, on the number, duration, classification and location of ongoing, non-ongoing and casual employees engaged by the ARC.

### ***Pathways to permanency***

102. The ARC and the APS will comply with the casual conversion provision of the FW Act. In addition, the ARC recognises that a proactive approach, including regularly reviewing casual and non-ongoing arrangements, is both a fair and efficient approach to supporting ongoing employment as the usual form of employment.

## **Working hours**

103. The pattern of working hours by which employees complete their ordinary hours is by agreement between the manager and the employee. However, an employee will not normally be expected to work more than:
  - 103.1. ten hours ordinary time on any day; and
  - 103.2. five consecutive hours without a meal break of at least 30 minutes.
104. The agreed pattern of hours should provide the flexibility, where agreed by the manager and employee, to enable employees to meet personal responsibilities and operational requirements.
105. Where no agreement can be reached on a pattern of hours, standard hours of work will apply. Standard hours are 7 hours and 30 minutes per day for full-time employees to be worked from 8.30am to 5.00pm with a one-hour lunch break to be taken between the period 12.00pm to 2.00pm.

## **Span of hours**

106. The span of hours in which employees, other than rostered employees, will work their ordinary hours are 7.00am to 7.00pm Monday to Friday.

## **Flex for APS 1-6 classifications**

107. Flex is available to all APS level employees. All hours must be recorded on the ARC timesheet.
108. An employee's pattern of ordinary hours should be agreed between the employee and their manager. These agreed hours may on occasions need to be varied by either the employee or the manager to accommodate operational or personal requirements. In the event that agreement cannot be reached, a manager may direct an employee to work a standard day. A flex credit is where an employee accumulates hours in excess of ordinary hours. An employee may only carry over more than 25 hours flex credit into the next settlement period in exceptional circumstances and where the manager has expressly agreed to the additional hours being worked.
109. At the end of the following settlement period, any flex-credit in excess of 25 hours may be paid out at ordinary time rates with the approval of the CEO.
110. The Settlement period is a two-week period commencing on altern pay day Thursdays.
111. Any credits outstanding at cessation of employment with the ARC should be paid out at ordinary time.
112. A flex debit occurs when the employee works less time than their ordinary hours. A maximum of 12 hours debit can be accumulated and carried over to the next settlement period. An employee carrying over in excess of 12 hours into the next settlement period must use leave without pay or access annual leave for the period in excess of 12 hours. Flex leave is where an employee works less than their ordinary hours on any given day and is not on any other form of leave. Flex leave requires prior approval by the employee's manager.
113. An employee may use up to four days' flex-leave in a settlement period, subject to operational requirements and reasonable notice. Reasonable notice may vary depending on the circumstances but as a guide to employees and Supervisors/Managers, the minimum period of notice should normally be 10 working days.
114. Where there is insufficient work, a manager may require an employee not to work hours in addition to their ordinary hours.
115. Where an employee's manager considers the employee's attendance is unsatisfactory or that the employee is misusing flex, the employee may be required to work standard hours for a period specified by the manager.

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

116. Executive level (EL) employees are sometimes required to work reasonable additional hours. Consistent with the NES, employees may refuse to work unreasonable additional hours.
117. EL employees seeking to access time off in lieu (TOIL) are required to keep records of their working hours using a method determined by the ARC.
118. A manager is to grant TOIL in recognition of reasonable additional hours worked. TOIL granted to employees can be taken as whole or part days.

119. The working arrangements for an EL employee should be agreed through discussion between the manager and the EL employee. The discussion should include consideration of the work requirements that will safely get the job done and reasonably allow the employee to balance their work and personal life.
120. An EL employee's working arrangements and actual hours worked should be discussed on at least a quarterly basis between the EL employee and their manager.
121. The pattern of hours is to be flexible enough to accommodate short term peaks and troughs in workload and include expected reasonable additional hours. The agreed pattern of hours is to be recorded.
122. Requests from EL employees to access flexible time off which are consistent with their agreed working arrangements are to be supported, subject to operational requirements.

## **Overtime and restriction**

### ***Overtime***

123. An APS 1-6 employee may be required to work reasonable overtime subject to the conditions below. Overtime is payable for work performed outside the bandwidth or within the bandwidth but outside standard hours.
124. Overtime is to be worked by prior direction or, if the circumstances do not permit prior direction, by subsequent approval in writing.
125. Overtime will be paid as follows:
  - 125.1. **Monday to Saturday (except public holidays):** One-and-a-half times the hourly rate for the first three hours each day and double the hourly rate thereafter.
  - 125.2. **Sunday (except public holidays):** Double the hourly rate.
  - 125.3. **Public holiday:** Two-and-a-half times the hourly rate. If an employee performs normal duty on a public holiday, duty during regular hours (8:30am to 5:00pm or the agreed part-time hours of attendance) overtime will be payable at time-and-a-half, in addition to payment for the holiday.
126. Except with the approval of the CEO, an Executive Level employee will not be eligible to receive overtime payments under this Agreement. Where approved, an Executive Level employee would be subject to the standard overtime provisions.

### ***Overtime Meal Break***

127. An employee who is required by their manager to work overtime and takes a meal break during the overtime will be paid a meal allowance at the applicable rate set by the applicable determination made by the Australian Taxation Office, in addition to any entitled overtime.
128. An employee is not eligible for the overtime meal allowance where ARC provides the employee with a meal or where the employee is working from home.

### ***Restriction Allowance***

129. Where an employee is required to remain contactable and available to perform extra duty outside the employee's standard hours of duty the employee will be paid a restriction allowance while they are restricted outside the standard hours of duty.
130. An Executive Level employee will only be eligible to receive Restriction Allowance payments under this agreement in exceptional circumstances and with the approval of the CEO.
131. A restriction allowance is payable whether or not the restricted employee is required to perform duty outside their standard hours of duty:
  - 131.1. will be paid at the rate of 7.5% of standard hourly rate for weekdays and 10% of the hourly rate for Saturdays and Sundays and 15% of the hourly rate for public holidays;
  - 131.2. is not paid during any periods of overtime or emergency duty; and
  - 131.3. will not be paid if the employee is not contactable.
132. An alternative rate of Restriction Allowance may be determined by the CEO having regard to the circumstances of the restriction situation.
133. Where a restricted employee is required to perform duty, they will be paid overtime subject to:
  - 133.1. one-hour minimum payment when work is performed without the necessity to travel to the workplace;
  - 133.2. three-hour minimum payment including travel time if work is required to be performed at the workplace.
134. Where a restricted Executive Level employee is required to perform duty, they will only be eligible to be paid overtime in exceptional circumstances.

### **Flexible working arrangements**

135. The ARC, employees and their union recognise:
  - 135.1. the importance of an appropriate balance between employees' personal and working lives, and the role flexible working arrangements can play in helping to achieve this balance;
  - 135.2. access to flexible work can support strategies to improve diversity in employment and leadership in the APS;
  - 135.3. access to flexible work supports APS capability, and can assist in attracting and retaining the employees needed to deliver for the Australian community, including employees located at a wider range of locations;
  - 135.4. that flexibility applies to all roles in the ARC, and different types of flexible working arrangements may be suitable for different types of roles or circumstances; and
  - 135.5. requests for flexible working arrangements are to be considered on a case-by-case basis, with a bias towards approving requests.

136. The ARC is committed to engaging with employees and their union to build a culture that supports flexible working arrangements across the ARC at all levels. This may include developing and implementing strategies through an ARC consultative committee.
137. Flexible working arrangements include, but are not limited to, changes in hours of work, changes in patterns of work and changes in location of work.

***Requesting formal flexible working arrangements***

138. The following provisions do not diminish an employee's entitlement under the NES.
139. An employee may make a request for a formal flexible working arrangement.
140. The request must:
  - 140.1. be in writing;
  - 140.2. set out details of the change sought (including the type of arrangement sought and the proposed period the arrangement will operate for); and
  - 140.3. set out the reasons for the change, noting the reasons for the change may relate to the circumstances set out at section 65(1A) of the FW Act.
141. The ARC must provide a written response to a request within 21 days of receiving the request.
142. The response must:
  - 142.1. state that the ARC approves the request and provide the relevant detail in clause 140;  
or
  - 142.2. if following discussion between the ARC and the employee, the ARC and the employee agree to a change to the employee's working arrangements that differs from that set out in the request – set out the agreed change; or
  - 142.3. state that the ARC refuses the request and include the following matters:
    - 142.3.1. details of the reasons for the refusal; and
    - 142.3.2. set out the ARC particular business grounds for refusing the request, explain how those grounds apply to the request; and
    - 142.3.3. either:
      - 142.3.3.1. set out the changes (other than the requested change) in the employee's working arrangements that would accommodate, to any extent, the employee's circumstances outlined in the request and that the ARC would be willing to make; or
      - 142.3.3.2. state that there are no such changes; and
    - 142.3.4. state that a decision to refuse the request, or failure to provide a written response within 21 days is subject to the dispute resolution procedures of the enterprise agreement, and if the employee is an eligible employee under the FW Act, the dispute resolution procedures outlined in sections 65B and 65C of the FW Act.

143. Where the CEO approves the request, this will form an arrangement between the ARC and the employee. Each arrangement must be in writing and set out:
- 143.1. any security and work health and safety requirements;
  - 143.2. a review date (subject to clause 148); and
  - 143.3. the cost of establishment (if any).
144. The CEO may refuse to approve the request only if:
- 144.1. the ARC has discussed the request with the employee; and
  - 144.2. the ARC has genuinely tried to reach an agreement with the employee about making changes to the employee's working arrangements to accommodate the employee's circumstances (subject to any reasonable business grounds for refusal); and
  - 144.3. the ARC and the employee have not reached such an agreement; and
  - 144.4. the ARC has had regard to the consequences of the refusal for the employee; and
  - 144.5. the refusal is on reasonable business grounds.
145. Reasonable business grounds include, but are not limited to:
- 145.1. the new working arrangements requested would be too costly for the ARC;
  - 145.2. there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested;
  - 145.3. it would be impractical to change the working arrangements of other employees, or to recruit new employees, to accommodate the new working arrangements requested;
  - 145.4. the new working arrangements requested would be likely to result in a significant loss in efficiency or productivity;
  - 145.5. the new working arrangements requested would be likely to have a significant negative impact on customer service; and
  - 145.6. it would not be possible to accommodate the working arrangements without significant changes to security requirements, or where work health and safety risks cannot be mitigated.
146. For First Nations employees, the ARC must consider connection to country and cultural obligations in responding to requests for altering the location of work.
147. Approved flexible working arrangements will be reviewed by the ARC and the employee after 12 months, or a shorter period, if agreed by the employee. This is to ensure the effectiveness of the arrangement.

***Varying, pausing or terminating flexible working arrangements***

148. An employee may request to vary an approved flexible working arrangement in accordance with clause 141. An employee may request to pause or terminate an approved flexible working arrangement.

149. The CEO may vary, pause or terminate an approved flexible working arrangement on reasonable business grounds, subject to clause 152.
150. The ARC must provide reasonable notice if varying, pausing or terminating a flexible working arrangement without the agreement of the employee, having regard to the circumstances of the employee. Exceptions to this requirement are urgent and critical operational circumstances or an employee's demonstrated and repeated failure to comply with the agreed arrangements.
151. Prior to the CEO varying, pausing or terminating the arrangement under clause 150, the ARC must have:
  - 151.1. discussed with the employee their intention to vary, pause or terminate the arrangement with the employee;
  - 151.2. genuinely tried to reach an agreement with the employee about making changes to the employee's working arrangements to accommodate the employee's circumstances (subject to any reasonable business grounds for alteration);
  - 151.3. had regard to the consequences of the variation, pause or termination for the employee;
  - 151.4. ensured the variation, pause or termination is on reasonable business grounds; and
  - 151.5. informed the employee in writing of the variation, pause or termination to the approved flexible working arrangement, including details set out in clause 143.

*Working from home*

152. The ARC will not impose caps on groups of employees on the time that may be approved to work from home or remotely, with each request to be considered on its merits.
153. The ARC may provide equipment necessary for, or reimbursement, for all or part of the costs associated with establishing a working from home arrangement.
154. An employee working from home is covered by the same employment conditions as an employee working at an office site under this agreement.
155. The ARC will provide employees with guidance on working from home safely.
156. Employees will not be required by the ARC to work from home unless it is lawful and reasonable to do so. This may include where circumstances prevent attendance at an office during a pandemic or natural disaster. In these situations, the ARC will consider the circumstances of the employees and options to achieve work outcomes safely.

***Ad-hoc arrangements***

157. Employees may request ad-hoc flexible working arrangements. Ad-hoc arrangements are generally one-off or short-term arrangements for circumstances that are not ongoing.
158. Employees should, where practicable, make the request in writing and provide as much notice as possible.
159. Requests for ad-hoc arrangements are not subject to the request and approval processes detailed in clauses 139 to 148.

160. The ARC should consider ad-hoc requests on a case-by-case basis, with a bias to approving ad-hoc requests, having regard to the employee's circumstances and reasonable business grounds.
161. Where a regular pattern of requests for ad-hoc arrangements from an employee emerges, the ARC should consider whether it is appropriate to seek to formalise the arrangement with the employee.

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

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

### **Christmas Closedown**

163. The ARC will close its normal operations from close of business on the last working day before Christmas, with business resuming on the first working day after New Year's Day.
164. Employees will be provided with time off for the working days between Christmas and New Year's Day and will be paid in accordance with their ordinary hours of work. Where an employee is absent on leave, payment for the Christmas closedown provision will be in accordance with the entitlement for that form of leave (e.g. if on Long Service Leave half pay, payment is on half pay).
165. There will be no deduction from Annual or Personal Leave credits for the closedown days.
166. Part-time employees normally not working on the days of the week on which the closedown occurs will not be entitled to alternative days off duty.

### **Public holidays**

167. Employees are entitled to the following holidays each year as observed at their normal work location in accordance with the FW Act:
  - 167.1. 1 January (New Year's Day);
  - 167.2. 26 January (Australia Day);
  - 167.3. Good Friday and the following Monday;
  - 167.4. 25 April (Anzac Day);
  - 167.5. the King's birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory);
  - 167.6. 25 December (Christmas Day);
  - 167.7. 26 December (Boxing Day); and
  - 167.8. any other day, or part day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a public holiday, other than a day or part day, or a kind of day or part



day, that is excluded by the Fair Work Regulations 2009 from counting as a public holiday.

168. If a public holiday falls on a Saturday or Sunday, and if under a State or Territory law, a day or part day is substituted for one of the public holidays listed above, then the substituted day or part day is the public holiday.
169. The CEO and an employee may agree on the substitution of a day or part day that would otherwise be a public holiday, having regard to operational requirements.
170. The CEO and an employee may agree to substitute a cultural or religious day of significance to the employee for any day that is a prescribed holiday. If the employee cannot work on the prescribed holiday, the employee will be required to work make-up time at times to be agreed. This substitution does not impact or reduce an employee's entitlement to First Nations ceremonial leave, NAIDOC leave or cultural leave.
171. Where an employee substitutes a public holiday for another day, they will not be paid penalty rates for working their normal hours on the public holiday.
172. Where a public holiday falls during a period when an employee is absent on leave (other than annual leave, paid personal/carer's leave or defence service sick leave) there is no entitlement to receive payment as a public holiday. Payment for that day will be in accordance with the entitlement for that form of leave (e.g. if on long service leave on half pay, payment is at half pay).
173. If under a law of a State or Territory every Sunday is declared or prescribed by or under that law to be a public holiday, there is no entitlement to receive payment as a public holiday if the employee would have worked, or does perform work, on that day. In these circumstances, payment will only be made at the public holiday rate if the employee performs work on that day, and the Sunday would otherwise be a public holiday under clause 167.1 to 167.8.
174. Where a full-time employee, including but not limited to employees on compressed hours, has a regular planned day off which would fall on a public holiday, the CEO may allow the employee to change their planned day off so that it does not fall on a public holiday. If it is not possible to change their planned day off, the employee will be credited an equivalent amount of time to their regular hours for the day in flex credits or EL TOIL in recognition of their planned day off.

## Section 6: Leave

### Annual leave

175. A full-time employee is entitled to 4 weeks (20 days) paid annual leave for each year of completed service, accruing daily, credited at least monthly. Part-time employees are entitled to annual leave on a pro-rata basis. Annual Leave accrues progressively.
176. Annual leave may be taken at half pay. However, unless approved by the CEO (or delegate), it may not be taken at half pay where the employee has an excessive leave balance.
177. If an employee is recalled to duty from leave by the employer, the employee will be recredited the period of leave equivalent to the ordinary hours worked. Where annual leave is cancelled or the employee is recalled to duty, the employee will be reimbursed travel costs not recoverable from insurance or other sources. Evidence of costs may be required.
178. Employees will be encouraged to take regular leave and as such will be expected to not accrue more than 60 days (or three years' credits) of Annual Leave.
179. Employees will receive payment in lieu of any undertaken annual leave upon separation from the APS.
180. Employees may request to cash out accrued annual leave once per year provided, they retain a minimum balance of 20 days and have taken a period of leave (annual or Long Service Leave) in the same year equal to the amount of leave being cashed out.
181. Employees must request each cashing out of annual leave by a separate agreement in writing between the employee and the manager.
182. Employees will be paid the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.

### Purchased leave

183. With the approval of the delegate, employees may request to purchase between 5 and 40 working days of additional annual leave in a 12-month period, with salary deductions for the nominated period(s) averaged over the whole year.
184. The minimum period of Purchased Leave that can be taken is one day per occasion.
185. Where the Employee leaves the ARC, deductions made for Purchased Leave not yet taken will be repaid. Where the Employee leaves the ARC and there are outstanding deductions for Purchased Leave, the Employee must finalise the current arrangements prior to leaving the ARC.

### Personal/carer's leave

186. A full-time employee is entitled to 18 working days' paid personal/carers leave for each year of completed service. Part-time employees are entitled to personal/carers leave on a pro-rata basis.

187. For an ongoing employee, 18 days personal/carer's leave will be credited upon the employee's commencement with the APS. After 12 months, the employee's leave will accrue daily, credited at least monthly.
188. For a non-ongoing employee, the personal/carer's leave will be credited upon the employee's commencement with the ARC. This will be 18 days leave pro-rated based on the employee's initial contract period, and is capped at 18 days. After the initial contract period or 12 months, whichever is shorter, or where the employee has an existing entitlement to personal/carer's leave, leave will accrue daily, credited at least monthly.
189. A casual employee may be absent without pay when not fit for work due to personal illness or injury. A casual employee may access 2 days unpaid carer's leave per occasion, consistent with the NES.
190. Personal/carers leave is cumulative but will not be paid out on termination.

*Usage of Personal/Carers Leave*

191. Personal leave may be used in the following circumstances:
  - 191.1. where the Employee is unfit for duty because of personal illness or injury;
  - 191.2. to attend appointments with a registered health practitioner;
  - 191.3. to manage a chronic condition; and/or
  - 191.4. to provide care or support for a family or household member or a person they have caring responsibilities for; because:
    - 191.4.1. of a personal illness or injury affecting the person; or
    - 191.4.2. of an unexpected emergency affecting the other person.

*Carers*

192. A person that an employee has caring responsibilities for may include a person who needs care because they:
  - 192.1. have a medical condition, including when they are in hospital;
  - 192.2. have a mental illness;
  - 192.3. have a disability;
  - 192.4. are frail or aged; and/or
  - 192.5. are a child, not limited to a child of the employee.

*Evidence*

193. Evidence may be requested after:
  - 193.1. more than 3 consecutive days; and/or
  - 193.2. more than 8 days without evidence in a calendar year.
194. Acceptable evidence includes:

- 194.1. certificate from a registered health practitioner;
  - 194.2. a statutory declaration; and
  - 194.3. another form of evidence approved by the manager.
195. A certificate from a registered health practitioner may be used as evidence of a chronic condition for up to 12 months for both personal and carer's leave.
  196. Where an employee has exhausted their paid personal leave entitlements they may be entitled to unpaid personal leave.
  197. Employees may be granted personal leave at half pay instead of full pay where extraordinary circumstances exist. Personal leave taken at half pay will only be deducted at half the specified duration.
  198. Where an employee is granted unpaid personal leave, the period of leave will count as service for all purposes.
  199. Personal leave will not be debited for public holidays that the employee would have observed.

### **Invalidity retirement**

200. Employees will not, without their consent, be retired on invalidity grounds before their Personal Leave credits have been used, except as otherwise provided in legislation.

### **Portability of leave**

201. Where an employee moves into the ARC from another APS agency where they were an ongoing employee, the employee's unused accrued annual leave and personal/carer's leave will be transferred, provided there is no break in continuity of service.
202. Where an employee is engaged in the ARC immediately following a period of ongoing employment in the Parliamentary Service or the ACT Government Service, the employee's unused accrued annual leave and personal/carer's leave will be recognised unless the employee received payment in lieu of those entitlements on cessation of employment.
203. Where an employee is engaged as an ongoing employee in the ARC, and immediately prior to the engagement the person was employed as a non-ongoing APS employee (whether in the ARC or another), at the employee's request, any unused accrued annual leave (excluding accrued leave paid out on separation) and personal/carer's leave will be recognised.
204. Where an employee is engaged as a non-ongoing APS employee, and immediately prior to the engagement the person was employed as a non-ongoing APS employee (whether in the ARC or another agency) at the employee's request, any unused accrued annual leave (excluding accrued leave paid out on termination of employment) and personal/carer's leave will be recognised.
205. Where a person is engaged as an ongoing employee in the ARC, and immediately prior to the engagement the person was employed by a Commonwealth employer (other than in the Parliamentary Services which are covered in clause 2), the CEO will offer to recognise any unused accrued personal/carer's leave at the employee's request.

206. Where an employee is engaged as an ongoing employee in the ARC, and immediately prior to the engagement the person was employed by a State or Territory Government, the CEO may recognise any unused accrued personal/carer's leave, provided there is not a break in continuity of service.
207. For the purposes of this provision, an employee with a break in service of less than 2 months is considered to have continuity of service.

### **Deferral of leave accruals**

208. Where an employee takes 30 or more days leave without pay in a calendar year it does not count as service for annual and personal leave purposes.
209. Unauthorised absences do not count for service for any purposes and are without pay.
210. Periods of unauthorised absence are added to any periods of Leave Without Pay that do not count as service in determining whether aggregated absences exceed 30 days.

### **ARC day**

211. Employees will be entitled to an additional day of paid leave for each calendar year. This day will be referred to as an 'ARC day' and must be used within each calendar year or before the Employee leaves the ARC, whichever is the sooner. The ARC day is not cumulative and will not be paid out on separation.

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

212. When an employee is on:
- 212.1. annual leave;
  - 212.2. purchased leave;
  - 212.3. defence reservist leave;
  - 212.4. First Nations ceremonial leave;
  - 212.5. NAIDOC leave;
  - 212.6. cultural leave; or
  - 212.7. long service leave; and
- becomes eligible for, under legislation or this agreement:
- 212.8. personal/carer's leave;
  - 212.9. compassionate or bereavement leave;
  - 212.10. jury duty;
  - 212.11. emergency services leave;
  - 212.12. leave to attend to family and domestic violence circumstances; or

- 212.13. parental leave, premature birth leave, stillbirth leave or pregnancy loss leave;  
the affected period of leave will be re-credited.
213. When an employee is on personal/carer's leave and becomes eligible for parental leave, premature birth leave, stillbirth leave or pregnancy loss leave, the affected period of leave will be re-credited.
214. Re-crediting is subject to appropriate evidence of eligibility for the substituted leave.

## **Long service leave**

215. An employee is eligible for long service leave in accordance with the LSL Act.
216. The minimum period for which long service leave will be granted is 7 calendar days (whether taken at full or half pay). Long service leave cannot be broken with other periods of leave, except as otherwise provided by legislation or provided for in the re-crediting of leave clause at 213 of this agreement.

## **Miscellaneous leave**

217. Miscellaneous Leave is available for a purpose that the CEO considers to be in the interest of the ARC, the Commonwealth or the community in general. Miscellaneous Leave may be available for personal purposes not otherwise covered, but will not be granted if another form of leave is more appropriate. Miscellaneous Leave covers categories of leave other than Annual Leave, Personal Leave, Long Service Leave and Maternity Leave.
218. Subject to conditions, the CEO may grant Miscellaneous Leave:
- 218.1. for the period requested or for another period;
  - 218.2. with or without pay; and
  - 218.3. to count as service or to not count as service.

## **Cultural, ceremonial and NAIDOC leave**

### *NAIDOC leave*

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

### *First Nations ceremonial leave*

221. First Nations employees may access up to 6 days of paid leave over 2 calendar years to participate in significant activities associated with their culture or to fulfil ceremonial obligations.
222. The CEO may approve additional leave for cultural or ceremonial purposes as miscellaneous leave, with or without pay.
223. First Nations ceremonial Leave can be taken as part days.

224. First Nations ceremonial leave is in addition to compassionate and bereavement leave.

*Cultural leave*

225. The CEO may grant up to 3 days of paid leave per calendar year for the purpose of attending significant religious or cultural obligations associated with the employees' particular faith or culture.

226. The CEO may approve additional leave for cultural purposes as miscellaneous leave, with or without pay.

227. Cultural leave can be taken as part days.

228. For the avoidance of doubt, this leave does not cover cultural purposes or obligations which are eligible for paid leave under 222.

## **Parental leave**

229. A primary caregiver, secondary caregiver and ML Act is defined in the definitions section.

230. An employee who is a primary caregiver or secondary caregiver is entitled to parental leave up until 24 months from the date of the child's birth or placement (parental leave period). For the avoidance of doubt, this is inclusive of all legislated leave entitlements. The parental leave period does not extend non-ongoing employment where the employment period remaining is less than 24 months.

231. For the pregnant employee, the parental leave period starts on commencement of maternity leave as per ML Act requirements, and ceases 24 months from the date of birth. Medical certification requirements for the pregnant employee will be as required by the ML Act.

232. Conditions in this agreement will continue to apply in circumstances where successor legislation to the ML Act does not provide parental leave conditions included in this agreement.

*Payment during parental leave*

233. An employee is entitled to parental leave with pay as per clauses 230 and 231 below within the parental leave period. Any further parental leave during the parental leave period is without pay. Unused paid parental leave remaining at the end of the employee's parental leave period will lapse. An employee may choose to use their accrued paid leave entitlements in accordance with usage and eligibility requirements in this agreement during the parental leave period that would otherwise be without pay.

234. Employees newly engaged or who have moved to ARC from another APS Agency are eligible for the paid parental leave in clauses 230 and 231 where such paid leave had not already been provided by another APS or Commonwealth employer in the 24 months since the child's date of birth or placement. If the paid leave used by the employee with the previous Commonwealth or APS employer is less than the limits specified in clause 230 and 231, the balance is available to the employee.

235. An employee who is a primary caregiver is entitled to parental leave with pay during the parental leave period to a maximum of 18 weeks as provided in Table 2 below.

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

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

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

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

<b>Period which coincides with the parental leave period for the secondary caregiver</b>	<b>Parental Leave with pay under this agreement</b>
Date of commencement of this agreement to 28 February 2025	8 weeks, or top up to 8 weeks where a lesser period of parental leave has already been provided
1 March 2025 to 28 February 2026	11 weeks, or top up to 11 weeks where a lesser period of parental leave has already been provided
1 March 2026 to 27 February 2027	14 weeks, or top up to 14 weeks where a lesser period of parental leave has already been provided
On and from 28 February 2027	18 weeks, or top up to 18 weeks where a lesser period of parental leave has already been provided

237. **Flexibility:** Parental Leave with pay, whether provided as maternity leave under the ML Act or under this agreement, can be accessed flexibly during the parental leave period and does not have to be taken in a single block. For the avoidance of doubt, parental leave can be used to replicate a part time work arrangement, and can be taken concurrently with another parent in relation to the same child.
238. **Rate of payment** during paid parental leave is the same as for an absence on personal/carer's leave and based on the employee's weekly hours at the time of the absence.
239. **Half-pay option:** The payment of any paid parental leave may be spread over a maximum period of 36 weeks at the rate of, no less than, half the normal rate of salary. All paid parental leave counts as service for all purposes, where permitted by legislation.



***Adoption and long-term foster care***

240. An employee who is a primary caregiver or secondary caregiver is entitled to parental leave in accordance with this agreement for adoption or long-term foster care, provided that the child:
- 240.1. is under 16 as at the day (or expected day) of placement;
  - 240.2. has not lived continuously with the employee for a period of six months or more as at the day (or expected day) of placement; and
  - 240.3. is not (otherwise than because of the adoption) a child of the employee or the employee's spouse or de facto partner.
241. Documentary evidence of approval for adoption or enduring parental responsibilities under formal fostering arrangements must be submitted when applying for parental leave for adoption or long-term foster carer purposes.

***Stillbirth***

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

***Pregnancy loss leave***

244. A pregnant employee who experiences, or an employee whose partner experiences, pregnancy loss is entitled to one weeks paid leave. Pregnancy loss is a miscarriage or other loss of pregnancy that occurs between 12 and 20 weeks gestation that is not a stillbirth.
245. Pregnancy loss leave is in addition to entitlements to compassionate leave for miscarriage provided under the FW Act and this agreement.

***Premature birth leave***

246. In circumstances of a live birth before 37 weeks gestation a pregnant employee, or an employee whose partner has given birth prematurely, is entitled to paid premature birth leave from the date of the child's birth up to just before 37 weeks gestation. Parental leave with pay is then available from what would have been 37 weeks gestation in accordance with Parental leave in this agreement, noting the parental leave period commences on the child's date of birth.

***Transitional provisions***

247. Employees eligible for paid leave under the ML Act are required under legislation to use their paid maternity leave first. In this circumstance, the employee may postpone their paid premature birth leave otherwise payable under clause 247 until after the legislated paid maternity leave is used.

## **Compassionate leave**

248. Employees will be eligible for 3 days paid compassionate leave on each occasion when:
- 248.1. a member of their family, household or someone they have a close personal relationship with contracts, develops or sustains a life-threatening illness or injury; or
  - 248.2. The employee or their partner has a miscarriage.
249. An employee may be asked to provide evidence to support their absences on compassionate leave.
250. Compassionate leave for an occasion may be taken as 3 consecutive days or in separate periods totalling 3 days This can include part days.
251. For casual employees, compassionate leave is unpaid.

## **Bereavement leave**

252. Employees will be eligible for 3 days paid bereavement leave on each occasion when:
- 252.1. a member of their family, household or someone they had a close personal relationship with dies; or
  - 252.2. a child is stillborn, where the child was a member of their family or household.
253. An employee may be asked to provide evidence to support their absences on bereavement leave.
254. Bereavement leave for an occasion may be taken as 3 consecutive days or in separate periods totalling 3 days This can include part days.
255. For casual employees, bereavement leave is unpaid.

## **Emergency response leave**

256. In line with section 108 of the FW Act, an employee who engages in an eligible community service activity can get emergency response leave to volunteer for emergency management duties for:
- 256.1. the time engaged in the activity;
  - 256.2. reasonable travelling time; and
  - 256.3. reasonable recovery time.
257. Full-time and part-time employees will be able to access 20 working days of paid emergency response leave at full pay per year if required. The CEO may provide additional emergency response leave with pay.
- 257.1. For the purposes of this clause, full rate of pay is to be as if the employee was at work.
258. Paid leave may be refused where the employee's role is essential to the ARC's response to the emergency.

- 259. An employee must provide evidence that the organisation requests their services. Employees can provide evidence before or as soon as practical after their emergency service activity.
- 260. The CEO may approve reasonable paid or unpaid leave for ceremonial duties and training.
- 261. Emergency response leave, with or without pay, will count as service.

### **Jury duty**

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

### **Defence reservist leave**

- 266. The ARC will give an employee leave with or without pay to undertake:
  - 266.1. Australian Defence Force (ADF) Reserve and continuous full-time service (CFTS); and
  - 266.2. Australian Defence Force Cadet obligations.
- 267. An employee who is a Defence Reservist can take leave with pay for:
  - 267.1. up to 4 weeks (20 days) in each financial year (pro-rata for part-time employees); and
  - 267.2. an extra 2 weeks (10 days) in the first year of ADF Reserve service (pro-rata for part-time employees).
- 268. Leave can be built up and taken over 2 consecutive years. This includes the extra 2 weeks in the first year of service.
- 269. An employee who is an Australian Defence Force Cadet officer or instructor can get paid leave up to 3 weeks in each financial year to perform their duties. Australian Defence Force Cadets means:
  - 270. Australian Navy Cadets;
    - 270.1. Australian Army Cadets; and
    - 270.2. Australian Air Force Cadets.
- 271. In addition to the entitlement at clause 262, paid leave may be granted to an employee to attend an interview or medical examination in connection with the enlistment of the employee in a Reserve Force of the Defence Force.

- 272. Paid defence reservist leave counts for service.
- 273. Unpaid defence reservist leave for 6 months or less counts as service for all purposes. This includes periods of CFTS.
- 274. Unpaid leave taken over 6 months counts as service, except for annual leave.
- 275. An employee will not need to pay their tax free ADF Reserve salary to their ARC for any reason.

### **Defence service sick leave**

- 276. An employee is eligible for defence service sick leave credits when the Department of Veterans Affairs (DVA) has certified that an employee's medical condition is as a result of either:
  - 276.1. war-like service; or
  - 276.2. non-war like service.
- 277. An eligible employee can get 2 types of credits:
  - 277.1. an initial credit of 9 weeks (45 days) defence service sick leave will apply as of the later below option:
    - 277.1.1. they start employment with the APS; or
    - 277.1.2. DVA certifies the condition; and
  - 277.2. an annual credit of 3 weeks (15 days) defence service sick leave.
- 278. An employee can use their defence service sick leave when a recognised medical practitioner provides a certificate that says they were away due to their DVA certified medical condition.
- 279. Unused annual credits can be built up to 9 weeks.
- 280. An employee cannot use annual credits until the initial credit is exhausted.
- 281. Defence service sick leave is paid and counts as service for all purposes.

### **Leave to attend proceedings**

- 282. An employee giving evidence before a Court, Tribunal or Royal Commission on behalf of the Commonwealth or a Commonwealth party in the course of their duties, will be considered on duty.
- 283. An employee who is not covered under clause 282 and is required to give evidence to, appear before or attend to instruct a representative at a Court, Tribunal or Royal Commission in relation to their duties will be released from duty without loss of pay. This includes in proceedings relating to a dispute between the employee and the ARC.
- 284. An employee may otherwise be granted paid or unpaid miscellaneous leave by the CEO if required to give evidence to a Court, Tribunal or Royal Commission for any other reason. Where approval for unpaid leave is given, the employee may elect to use accrued annual leave, flex leave or time off in lieu.

285. The CEO may refuse to release an employee from duty having regard to business requirements and whether the employee's attendance is necessary for the Court, Tribunal or Royal Commission hearing.

## Section 7: Employee support and workplace culture

### Blood donation

286. An employee can take reasonable time away from duty during their ordinary work hours to donate blood, plasma or platelets. It includes reasonable travel time and employers will consider employees on duty.
287. The employee must inform their manager in advance of when they will be away from work before donating blood, plasma or platelets.

### Vaccinations

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

### Employee Assistance Program

290. Employees, their spouses or partners, and their dependants/children will have access to a confidential, professional counselling service to assist employees to manage personal and work issues. This service will be provided at no cost to employees by the ARC and will be accessible on paid time.

### Respect at work

#### *Principles*

291. The ARC values a safe, respectful and inclusive workplace free from physical and psychological harm, harassment, discrimination and bullying. The ARC recognises that preventing sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace is a priority.
292. The ARC recognises that approaches to prevent sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace should be holistic and consistent with the Australian Human Rights Commission's guidance including the *Good Practice Indicators Framework for Preventing and Responding to Workplace Sexual Harassment*.

#### *Consultation*

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

## **Family and domestic violence support**

294. The ARC will provide support for employees affected by family and domestic violence, depending on the employee's circumstances.
295. The ARC recognises that a holistic approach should be taken to support the employee, appropriate for the employee's individual circumstances.
296. Family and domestic violence support provisions, including paid leave, are available to all employees covered by this agreement.
297. An employee experiencing family and domestic violence support is able to access paid miscellaneous leave. Reasons an employee experiencing family and domestic violence may access this leave include, but are not limited to:
- 297.1. illness or injury affecting the employee resulting from family and domestic violence;
  - 297.2. providing care or support to a family or household member who is also experiencing family and domestic violence, and is ill or injured as a result of family and domestic violence;
  - 297.3. providing care or support to a family or household member who is also experiencing family and domestic violence, and is affected by an unexpected emergency as a result of family and domestic violence;
  - 297.4. making arrangements for the employee's safety, or the safety of a close relative;
  - 297.5. accessing alternative accommodation;
  - 297.6. accessing police services;
  - 297.7. attending court hearings;
  - 297.8. attending counselling; and
  - 297.9. attending appointments with medical, financial or legal professionals.
298. This entitlement exists in addition to an employee's existing leave entitlements and may be taken as consecutive days, single days or part days and will count as service for all purposes.
299. Given the emergency context in which leave may need to be accessed, employees can proceed to take the leave and seek approval at a later date, as soon as practicable.
300. These provisions do not reduce an employee's entitlement to family and domestic violence leave under the NES.
301. Paid miscellaneous leave available under this clause is paid for ongoing and non-ongoing employees at their full rate as if they were at work.
302. Paid leave for casual employees under this clause is paid at their full pay rate for the hours they were rostered to work in the period they took leave.
303. Evidence may be requested to support the ARC in approving leave. In most cases, this will not be required. Where it is required, this will be discussed with the employee and a statutory declaration is the only form of evidence the ARC will require, unless the employee chooses to provide another form of evidence.

304. An employee may also choose to provide other forms of evidence, including a medical certificate, or document issued by the Police Service, a Court, a Doctor, district Nurse, a Family Violence Support Service or Lawyer.
305. The ARC will take all reasonable measures to treat information relating to family and domestic violence confidentially. The ARC will adopt a 'needs to know' approach regarding communication of an employee's experience of family and domestic violence, subject to steps the ARC may need to take to ensure the safety of the employee, other employees or persons, or mandatory reporting requirements.
306. Where the ARC needs to disclose confidential information for purposes identified in clause 305, where it is possible the ARC will seek the employee's consent and take practical steps to minimise any associated safety risks for the employee and/or privacy breaches.
307. The ARC will not store or include information on the employee's payslip in relation to the employee's experience of family and domestic violence; any leave accessed for the purposes of family and domestic violence; or support(s) provided by the employer, unless otherwise required by legislation.
308. Other available support may include, but is not limited to, flexible working arrangements, additional access to EAP, changes to their span of hours or pattern of hours and/or shift patterns and/or location of work where reasonably practicable.
309. The ARC will acknowledge and take into account an employee's experience of family and domestic violence if an employee's attendance or performance at work is affected.
310. Further information about leave and other support available to employees affected by family and domestic violence may be found in policy.

### **Integrity in the APS**

311. The ARC understands that procedural fairness is essential in building and maintaining trust with APS employees, and that it requires fair and impartial processes for employees affected by APS-wide or ARC decisions.
312. Employees are to give advice that is frank, honest, timely and based on the best available evidence. This includes scientific and engineering advice based on evidence-based facts guided by the best available science and data. Employees will not be disadvantaged or discriminated against because they have given advice in accordance with their expertise or professional qualifications and in accordance with the APS Code of Conduct in the PS Act.
313. Employees can, during their ordinary work hours, take time to:
  - 313.1. access an APS-wide ethics advisory service or another similar service provided by a professional association such as a law society or in the ARC; and
  - 313.2. attend ARC mandated training about integrity.

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

314. The CEO will take reasonable steps to ensure all substantive, ongoing EL2 employees employed at the commencement of this agreement or any new substantive, ongoing EL2 employees who



commence within the first 6 months of this agreement will complete relevant First Nations cultural competency training within 12 months of the commencement of the agreement.

315. Any new substantive, ongoing EL2 employee who commences after 6 months of the commencement of this agreement will be required to complete a relevant First Nations cultural competency training course within 6 months of their engagement or promotion.

### **Lactation and breastfeeding support**

316. Reasonable paid time during work hours will be provided for lactation breaks for breastfeeding, expressing milk and other associated activities.
317. The ARC will provide access to appropriate facilities for the purpose of breastfeeding or expressing milk, subject to clause 318. In considering whether a space is appropriate, an ARC should consider whether:
- 317.1. there is access to refrigeration;
  - 317.2. the space is lockable; and
  - 317.3. there are facilities needed for expressing such as appropriate seating.
318. Where it is not practicable for an ARC site to have a designated space, a flexible approach will be taken so that the employee can access the support required.
319. The ARC will facilitate discussion between individual employees and their managers about accommodating the employee's lactation needs and practical arrangements to meet these needs.
320. The manager and employee shall discuss any flexible working arrangements that may be needed to support lactation. This may include consideration of arrangements such as working from home and/or remote working or varying work hours on an ad hoc or regular basis. Wherever possible, requests by an employee will be accommodated, noting these needs may be changed over time.
321. Further information is available in policy.

### **Disaster support**

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

## Section 8: Performance and development

### Performance management

325. There is an obligation that all employees will participate in the Performance and Development Scheme and have a current performance and development agreement in place, except non-ongoing employees engaged for less than three months. Further information is available in the Performance and Development Policy.
326. A full performance assessment cycle will operate from 1 January in any one year to 30 December (the annual cycle).
327. In each annual cycle, there will be two formal assessment points:
- 327.1. Mid-cycle and
  - 327.2. End of cycle
328. The ARC Performance Development Scheme will include the following:
- 328.1. employee and manager responsibilities
  - 328.2. a career development agreement and a performance agreement
  - 328.3. rating scales
  - 328.4. informal feedback
  - 328.5. access to a performance review.

### Underperformance Arrangements

329. Where underperformance is identified, the ARC will work with affected employees and their manager/supervisor to attain and sustain the standard required.
330. Underperformance is identified when a manager/supervisor makes an assessment that an employee's performance is unsatisfactory.
331. Underperformance will be dealt with having regard to the principles of fairness and natural justice. The affected employee may bring a support person to support them to any discussion. Further information is available in the *Performance and Development Policy*.

### Workloads

332. The ARC recognises the importance of employees balancing their work and personal life. While it is acknowledged that at times it may be necessary for some extra hours being worked by some employees, this should be regarded as the exception rather than the rule.
333. When determining workloads for an employee or group of employees, the ARC will consider the need for employees to strike a balance between their work and personal life.

334. Where an employee or group of employees raise that they have experienced significant workload pressures over a prolonged period of time, the ARC and employee/s together must review the employees' workloads and priorities, and determine appropriate strategies to manage the impact on the employee or group of employees.

### **Study assistance**

335. As part of the Performance Development Scheme, the ARC encourages its employees to undertake formal study in fields relevant to the achievement of its corporate goals. Assistance may be provided to an employee to undertake formal courses of study at tertiary and higher education institutions. For more information on the administration of the studies assistance, employees should consult the *ARC's Studies Assistance Policy and Guidelines*.

### **Learning and development**

336. The ARC will identify learning and development needs of employees annually through the Performance Development System and a training needs analysis. There will be a coordinated approach to developing learning and development programs drawing on the work level standards, training needs analysis, public sector competencies and other relevant material.

## Section 9: Travel and location-based conditions

### Travel

#### *Class of travel*

337. Employees are entitled to travel economy class when required to travel by air on official business within Australia. Employees are entitled to first-class travel by bus and train where available.
338. Employees may upgrade to Business Class (for domestic or international travel) where the duration of the flight exceeds four hours and the CEO approves the upgrade.

#### *Conditions*

339. An employee who undertakes travel on official business and is required to be away from home overnight will be entitled to spend an amount, specified in the ARC Travel Policy, for accommodation, meals and incidental expenses. For further information, employees should consult the ARC Travel Policy.
340. Where the CEO is satisfied that the rate is insufficient in specific circumstances, an alternative rate may be provided.
341. Where an employee is expected to travel more than ten times in a calendar year the employee will be entitled to airline club membership.
342. Where an employee is required to travel for official business purposes for a period of ten hours or more, but no overnight stay is required, a part day travel allowance will be payable.

### Loss or damage to personal effects and clothing

343. The CEO may authorise reimbursement to cover the loss or damage to an employee's clothing or personal effects which resulted from the performance of their duties. Further information can be found in the *Loss or Damage to Personal Effects and Reimbursement*.

### Relocation assistance

344. Where an existing employee is required to relocate at the request of the ARC (such as a promotion), the employee will be provided with financial relocation assistance. Employees who relocate on a temporary basis to take up higher duties are entitled to removal expenses if they relocate for a period of 13 weeks or more.
345. Where an employee is required to relocate on engagement with an ARC, the employee will be provided with financial relocation assistance.
346. Reasonable expenses associated with the relocation include:
- 346.1. the cost of transport of the employee, dependants and partner by the most economical means;

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- 346.2. removal expenses, namely the reimbursement of reasonable incurred costs of the removal of furniture and household effects of the employee, dependants and partner;
  - 346.3. the reimbursement of the cost of the insurance premium based on a reasonable replacement value; and
  - 346.4. the reasonably incurred expenses in kennelling and transport of pets, up to the amount specified in the APS Award.
347. Additional relocation assistance may be considered by CEO discretion.

## Section 10: Consultation, representation and dispute resolution

### Consultation

#### *Principles*

348. Genuine and effective consultation with employees and the relevant union(s), taking into account the diverse needs of employees, fosters a positive and inclusive workplace, enabling the views of employees to be considered.
349. The ARC recognises:
- 349.1. the importance of inclusive and respectful consultative arrangements;
  - 349.2. employees and the relevant union(s) should have a genuine opportunity to influence decisions;
  - 349.3. the nature and extent of consultation will vary depending on the proposed change and the likely impact on employees. Consultation on ARC policies may occur over at least 2 weeks, whereas a major change is likely to require a more extensive consultation process;
  - 349.4. consultation with employees and relevant unions(s) on workplace matters that significantly affect or materially impact them is sound management practice; and
  - 349.5. the benefits of employee and union involvement and the right of employees to be represented by their union.
350. Genuine and effective consultation involves:
- 350.1. providing employees and the relevant union(s) with a genuine opportunity to influence the decision prior to a decision being made;
  - 350.2. providing all relevant information to employees and the relevant union(s) in a timely manner to support consideration of the issues;
  - 350.3. considering feedback from employees and the relevant union(s) in the decision-making process; and
  - 350.4. advising employees and the relevant union(s) of the outcome of the process, including how their feedback was considered in the decision-making process.

#### *When consultation is required*

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

- 351.4. implementation of decisions that significantly affect employees;
  - 351.5. changes to employees' regular roster or ordinary hours of work (subject to any other relevant provisions in this agreement); and
  - 351.6. other workplace matters that are likely to significantly or materially impact employees.
352. The ARC, employees and the relevant union(s) recognise that consultation prior to a decision may not be practicable where a decision is made by Government or is required due to matters beyond the reasonable control of the ARC. In these circumstances, consultation regarding the implementation of the decision will occur as early as is reasonably practicable.

***Provisions for consultation on major change and introduction of a change to regular roster or ordinary hours of work of employees***

353. This clause applies if the ARC:
- 353.1. proposes to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
  - 353.2. proposes to introduce a change to the regular roster or ordinary hours of work of employees.

***Representation***

354. Employees may appoint a representative for the purposes of the procedures in this clause. A representative for the purpose of this clause may be a union representative.
355. The ARC must recognise the representative if:
- 355.1. a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - 355.2. the employee or employees advise the employer of the identity of the representative.

***Major change***

356. In this clause, a major change is **likely to have a significant effect on employees** if it results in, for example:
- 356.1. the termination of the employment of employees; or
  - 356.2. major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
  - 356.3. the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - 356.4. the alteration of hours of work; or
  - 356.5. the need to retrain employees; or
  - 356.6. the need to relocate employees to another workplace; or
  - 356.7. the restructuring of jobs.

357. The following additional consultation requirements in clause 358 to 363 apply to a proposal to introduce a major change referred to in clause 356.
358. Consultation with employees and the relevant union(s) and/or recognised representatives will occur prior to a decision being made, subject to clause 352.
359. Where practicable, an ARC change manager or a primary point of contact will be appointed and their details provided to employees and the relevant union(s) and/or their recognised representatives.
360. The ARC must notify employees and relevant union(s) and/or recognised representatives of the proposal to introduce the major change as soon as practicable.
361. As soon as practicable after proposing the change, or notifying of the change in circumstances described at clause 352, the ARC must:
- 361.1. discuss with affected employees and relevant union(s) and/or other recognised representatives:
  - 361.2. the proposed change;
    - 361.2.1. the effect the proposed change is likely to have on the employees; and
    - 361.2.2. proposed measures to avert or mitigate the adverse effect of the proposed change on the employees; and
  - 361.3. for the purposes of the discussion – provide, in writing, to employees and the relevant union(s) and/or other recognised representatives:
    - 361.3.1. all relevant information about the proposed change, including the nature of the change proposed; and
    - 361.3.2. information about the expected effects of the proposed change on the employees; and
    - 361.3.3. any other matters likely to affect the employees.
362. The ARC must give prompt and genuine consideration to matters raised about the major change by employees and the relevant union(s) and/or other recognised representatives.
363. However, the ARC is not required to disclose confidential or commercially sensitive information to employees and the relevant union(s) and/or other recognised representatives.
364. If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the ARC, the requirements set out in clauses 358 -363 are taken not to apply.

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

365. The following additional consultation requirements in clause 366 to 369 apply to a proposal to introduce a change referred to in clause 351.5.
366. The ARC must notify affected employees and the relevant union(s) and/or other recognised representatives of the proposed change.
367. As soon as practicable after proposing to introduce the change, the ARC must:



- 367.1. discuss with employees and the relevant union(s) and/or other recognised representatives the proposed introduction of the change; and
  - 367.2. for the purposes of the discussion – provide to the employees and relevant union(s) and/or other recognised representatives:
    - 367.2.1. all relevant information about the proposed change, including the nature of the proposed change; and
    - 367.2.2. information about what the employer reasonably believes will be the effects of the proposed change on the employees; and
    - 367.2.3. information about any other matters that the employer reasonably believes are likely to affect the employees; and
  - 367.3. invite employees and the relevant union(s) and/or other recognised representatives to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
368. However, the ARC is not required to disclose confidential or commercially sensitive information to the relevant employees and the relevant union(s) and/or other recognised representatives.
369. The ARC must give prompt and genuine consideration to matters raised about the proposed change by the employees and the relevant union(s) and/or other recognised representatives.

***Interaction with emergency management activities***

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

**ARC consultative committee**

371. The CEO may establish an ARC consultative committee to discuss relevant workplace matters.
372. ARC consultative committees will operate subject to an agreed terms of reference and structure for the term of the agreement. Representation on the committee will be in accordance with the terms of reference.

**APS consultative committee**

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

**Dispute resolution**

374. If a dispute relates to:
- 374.1. a matter arising under the agreement; or
  - 374.2. the National Employment Standards,
- this term sets out procedures to settle the dispute.

375. An employee or union who is covered by this agreement may initiate and/or be a party to a dispute under this term.
376. An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term. Representatives will be recognised and dealt with in good faith.
377. Parties to the dispute must attempt to resolve the dispute at the workplace level, by discussion between the employee or employees and relevant managers. Parties to the dispute will notify higher level managers to assist in the resolution of the dispute. Parties will give genuine consideration to proposals to resolve the dispute.
378. If a dispute about a matter arising under this agreement is unable to be resolved at the workplace level, and all appropriate steps under clause 359 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.
379. The Fair Work Commission may deal with the dispute in 2 stages:
- 379.1. the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- 379.2. if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
- 379.2.1. arbitrate the dispute; and
- 379.2.2. make a determination that is binding on the parties.
- Note: If the Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act. A decision that the Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.*
380. While the parties are attempting to resolve the dispute using the procedures in this term:
- 380.1. an employee must continue to perform their work as they would normally in accordance with established custom and practice at the ARC that existed immediately prior to the dispute arising unless they have a reasonable concern about an imminent risk to their health or safety; and
- 380.2. subject to clause 380.1, an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
- 380.2.1. the work is not safe; or
- 380.2.2. applicable work health and safety legislation would not permit the work to be performed; or
- 380.2.3. the work is not appropriate for the employee to perform; or
- 380.2.4. there are other reasonable grounds for the employee to refuse to comply with the direction.

381. The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.
382. Any disputes arising under the former *ARC Enterprise Agreement 2017-2020* or the National Employment Standards that were formally notified under clause 89 before the commencement of this agreement, that remain unresolved at the date of commencement of this agreement, will be progressed under the dispute resolution procedures in this agreement.

***Leave of absence to attend proceedings***

383. Where the provisions of 321 to 325 have been complied with, and to assist in the resolution of the matter, the employee, and/or the union delegate or other employee representative referred to in clause 375, or employee required to provide evidence, will be granted paid time to attend dispute resolution processes and proceedings in the Fair Work Commission arising from referral of the matter in clause 378.

**Delegates' rights**

384. Union delegates play an important and legitimate role in the workplace. This includes representing their members and supporting employee access to union officials, and providing employee views to the ARC.
385. The role of union delegates is to be respected and supported.
386. The ARC and union delegates will work together respectfully and collaboratively.

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

387. The ARC respects the role of union delegates to:
- 387.1. provide information, consult with and seek feedback from employees in the workplace on workplace matters;
  - 387.2. consult with other delegates and union officials, and get advice and assistance from union officials;
  - 387.3. represent the interests of members to the employer and industrial tribunals; and
  - 387.4. represent members at relevant union forums, consultative committees or bargaining.
388. The ARC and union delegates recognise that undertaking the role of a union delegate is not the primary purpose of an employee's engagement, and must work with and not unreasonably impact their regular duties. Honorary officials may request additional time and facilities from time to time.
389. Union delegates will be provided with reasonable paid time during their normal working hours to perform their union delegate role. The paid time provided should not result in disruption to critical services or operational requirements.
390. To support the role of union delegates, the ARC will, subject to legislative and operational requirements, including privacy and security requirements:

- 390.1. provide union delegates with reasonable access to ARC facilities and resources, including for paid or unpaid meetings between employees and their unions and to communicate with union officials;
  - 390.2. advise union delegates and other union officials of the ARC facilities and resources available for their use, which may include telephone, photocopying, internet, and email;
  - 390.3. allow reasonable official union communication appropriate to the ARC from union delegates with employees, including through email, intranet pages and notice boards. This may include providing a link to a union website for employees to access union information. Any assistance in facilitating email communications does not include an ARC vetoing reasonable communications;
  - 390.4. provide access to new employees as part of induction; and
  - 390.5. provide reasonable access to union delegates to attend appropriate paid time training in workplace relations matters, during normal working hours.
391. Where APS employees are elected as officials of a trade union or professional association, they are not required to seek permission from the workplace or ARC before speaking publicly in that capacity, subject to the APS Code of Conduct and legislative requirements.

## **Employee representation or support**

### ***Support person / employee representative***

392. An employee may choose to have a support person accompany them in one-on-one discussions with their manager(s) where there are issues about the employee's performance. Where there are issues about the employee's employment, the employee may choose to have a support person or an employee representative accompany them.
393. The ARC will respect and facilitate an employee's right to representation in the workplace. The role of employee representatives, including union delegates and employee representatives, will be respected and facilitated in accordance with the FW Act.

## Section 11: Separation and Retention

### Notice of Resignation

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

### Death of an employee

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

### Redeployment, retraining, redundancy

#### *Application*

398. The following provisions apply to all employees, excluding employees serving a probationary period and non-ongoing employees.
399. An employee is an excess employee if:
- 399.1. the employee is included in a class of employee(s) employed in the ARC, which class comprises a greater number of employees than is necessary for the efficient and economic working of the ARC; or
  - 399.2. the services of the employee cannot be effectively used because of technological, structural or other changes in the work methods of the ARC or changes in the nature, extent or organisation of the functions of the ARC; or
  - 399.3. the duties usually performed by the employee are to be performed at a different locality, the employee is not willing to perform duties at the locality and the CEO has determined that the provisions of this clause apply to that employee.

#### *Discussion period*

400. Where an excess employee situation is identified, a discussion period of up to four weeks will occur with the employee during which the CEO will:

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- 400.1. advise the employee(s) directly affected, and their chosen representatives if any, of the situation, the reasons and scope;
- 400.2. discuss the voluntary redundancy and reassignment processes with affected employees;
- 400.3. hold discussions with the employee(s), and their chosen representatives if any; and
- 400.4. offer the affected employee(s) voluntary redundancy.

### *Voluntary redundancy offer*

401. The offer must state when the CEO proposes to issue the termination notice if the offer is accepted.
402. The offer must include the following information to assist the employee in their considerations:
  - 402.1. amount payable as redundancy pay, pay in lieu of notice and accrued annual and long service leave credits;
  - 402.2. amount of accumulated superannuation contributions;
  - 402.3. superannuation options; and
  - 402.4. taxation rules applicable to the various payments.

### *Consideration period*

403. The employee(s) will have four weeks in which to consider the offer of voluntary redundancy. An employee who has received an offer of voluntary redundancy must advise the CEO, in writing, before the end of the consideration period whether they wish to be considered for re-assignment or voluntary redundancy.
404. If the employee does not respond, the employee will be taken to have a preference to be considered for reassignment, and their retention period will commence in accordance with clause 417.
405. Employees will become excess at the end of their consideration period unless during this time their employment has been terminated, they have been redeployed or the CEO decides they are no longer in an excess situation.
406. Should the employee request and receive an earlier termination date that falls within the consideration period, the employee will be entitled to receive payment for the unexpired portion of the consideration period.

### *Career transition assistance*

407. At the time the employee is offered a voluntary redundancy or as soon as possible thereafter but, in any event, no later than four weeks after the voluntary redundancy offer, excess employee(s) will be offered career transition assistance which may include:
  - 407.1. advice on the re-assignment and redundancy process;
  - 407.2. a point of contact for individual queries;
  - 407.3. assistance with identifying re-assignment opportunities; and/or

407.4. training/redeployment assistance.

*Voluntary redundancy process*

- 408. If an employee accepts an offer of voluntary redundancy, and the CEO agrees to the redundancy, the CEO will issue a 'notice of termination' under section 29 of the PS Act.
- 409. The period of notice will be four weeks, or five weeks for an employee over 45 years of age with at least five years of continuous, current APS service at the time of the offer. Where an employee elects to terminate their employment before the expiration of the notice period, payment in lieu for the unexpired portion of the notice period will be made.
- 410. Only one offer of voluntary redundancy will be made to an employee.
- 411. Job exchanges may be available until the end of the discussion and consideration periods. A job exchange is where an ARC employee who has been offered voluntary redundancy but does not want one, swaps jobs with an employee from within the ARC or from another ARC who is not excess but who wants voluntary redundancy. Job exchanges are subject to the CEO's approval on a case-by-case basis.

*Severance pay*

- 412. An employee who accepts voluntary redundancy and whose employment is terminated under section 29 of the PS Act on the grounds that they are excess to requirements will be entitled to the following severance pay, subject to any minimum amount the employee is entitled to under the National Employment Standards (NES):
  - 412.1. two weeks of salary for each completed continuous year of service;
  - 412.2. a pro rata payment for completed continuous months of service since the last completed year of service.
- 413. The minimum amount of severance pay is an amount equal to four weeks' salary and the maximum amount payable is an amount equal to 48 weeks' salary.
- 414. Severance pay is calculated on a pro rata basis for any period of service when the employee worked part time, subject to any minimum amount the employee is entitled to under the NES.

*Service for severance pay purposes*

- 415. Service for severance pay purposes means:
  - 415.1. service in an APS;
  - 415.2. Government service as defined in section 10 of the LSL Act;
  - 415.3. service with a Commonwealth body (other than service with a Joint Commonwealth-State body corporate in which the Commonwealth does not have a controlling interest) which is recognised for long service leave purposes;
  - 415.4. service with the Australian Defence Forces;
  - 415.5. APS service immediately preceding deemed resignation under repealed section 49 of the *Public Service Act 1922*, if the service has not previously been recognised for severance pay purposes;

- 415.6. service in another organisation where an employee was transferred from that organisation with a transfer of function; or an employee engaged by that organisation on work within a function is appointed as a result of the transfer of that function to the APS and such service is recognised for long service leave purposes.
- 416. For earlier periods of service to count, there must be no breaks between the periods of service, except where:
  - 416.1. the break in service is less than one month and occurs where an offer of employment with the new employer was made and accepted by the employee before ceasing employment with the preceding employer or
  - 416.2. the earlier period of service was with the APS and ceased because the employee was deemed to have resigned from the APS under the repealed section 49 of the *Public Service Act 1922*.

*Service not to count for severance pay purposes*

- 417. Periods of service that will not count as service for redundancy pay purposes are periods of service that ceased by way of:
  - 417.1. termination under section 29 of the PS Act (including any additional grounds prescribed in the PS Regulations) or on grounds equivalent to any of these grounds;
  - 417.2. voluntary retirement at or above the minimum retiring age applicable to the employee; or
  - 417.3. payment of a redundancy benefit or a similar payment or an employer-financed retirement benefit.
- 418. Absences from duty which do not count as service for long service leave purposes will not count for severance pay purposes.

*Retention period*

- 419. Should an employee not accept the formal offer of voluntary termination, the employee will commence their retention period on the day after the expiry of the consideration period. The notice period will be concurrent with the retention period.
- 420. During the retention period:
  - 420.1. the ARC will continue to provide and resource reasonable career transition services and support, and take reasonable steps to move an excess employee to a suitable vacancy, to another ARC or to pursue placements outside the APS consistent with this agreement; and
  - 420.2. excess employees will take reasonable steps to secure permanent re-assignment or placement.
- 421. The retention period is:
  - 421.1. seven months where an employee has 20 or more years of continuous, current service with the APS or is over 45 years of age, plus a possible extension period for up to three months at the CEO's discretion; or



421.2. seven months for other employees.

422. If an employee is entitled to a redundancy payment under the NES, their retention period is reduced by the employee's redundancy pay entitlement under the NES on termination, calculated as at the expiration of the retention period (as adjusted by this clause).

*Redeployment*

423. The following provisions will apply to employees during their retention period:

423.1. The employee may access up to \$3,000 for payment of external redeployment services or training opportunities that would be expected to enhance the employment prospects of employees.

423.2. Excess employees of the ARC will be considered first and in isolation from, and not in competition with, other applicants who are not excess for an advertised vacancy to which the employee seeks transfer but only at or below the employee's level. In placing excess employees, consideration will be given to the employee's current skills and experience or the employee's ability to acquire the relevant skills for the advertised vacancy in a short period of time.

423.3. Suitable trial placements in other organisations, including private sector organisations, will be funded for up to three months where there is an identifiable opportunity for permanent placement and no job swap arrangement is involved.

423.4. The employee may request assistance in meeting reasonable travel costs and incidental expenses incurred in seeking alternative employment.

423.5. The employee may, after being given four weeks of notice, be reduced in classification as a means of securing alternative employment. If reduction occurs after the offer of voluntary redundancy and before the end of the retention period the employee will receive payments to maintain the employee's salary level for the balance of the retention period.

424. Where the CEO is satisfied that there is insufficient productive work available for the excess employee during the remainder of their retention period, and there is no reasonable redeployment prospect in the APS:

424.1. the CEO may, with agreement of the employee terminate his or her employment under section 29 of the PS Act; and

424.2. upon termination, the employee will be paid a lump sum comprising:

424.2.1. the balance of the retention period (as shortened by the NES) as a lump sum,  
and

424.2.2. the employee's NES entitlement to redundancy pay.

*Extension of the retention period*

425. Retention periods will only be extended by periods of approved leave due to the employee's illness or injury (supported by medical evidence) taken during the retention period. The period will not be extended on these grounds beyond an additional eight weeks.

*Involuntary redundancy*

426. Where an excess employee's employment is to be terminated the employee will be given four weeks' notice of termination (or five weeks for an employee over 45 years of age with at least five years of continuous, current APS service). This period of notice will be served, as far as practicable, concurrently with the retention period.

## Attachment A – Base salaries

The table includes pay fragmentation to lift certain salary values, or introduce new top salary values.

Classification	Pay points	As at 31 August 2023	From the later of commencement of the agreement or 14 March 2024	13 March 2025	12 March 2026
APS 1	APS1.1	53,044	55,166	57,262	59,209
	APS1.2	54,402	56,578	58,728	60,946
<b>Soft Barrier</b>					
APS 2	APS2.1	57,344	59,638	61,904	64,009
	APS2.2	58,952	61,310	63,640	65,804
	APS2.3	60,601	63,025	65,420	67,644
	APS2.4	62,296	64,788	67,250	69,537
<b>Soft Barrier</b>					
APS 3	APS3.1	64,043	66,605	69,136	71,487
	APS3.2	65,834	68,467	71,069	73,485
	APS3.3	67,677	70,384	73,059	75,543
	APS3.4				76,820
APS 4	APS4.1	71,997	74,877	77,722	80,365
	APS4.2	74,014	76,975	79,900	82,617
	APS4.3	76,084	79,127	82,134	84,927
	APS4.4				86,246
<b>Soft Barrier</b>					
APS 5	APS5.1	78,216	81,345	84,436	87,307
	APS5.2	80,408	83,624	86,802	89,753
	APS5.3	82,658	85,964	89,231	92,265
	APS5.4				96,829
APS6	APS6.1	86,599	90,199	93,627	99,734
	APS6.2	89,025	92,586	96,104	102,152
	APS6.3	91,515	95,176	98,793	105,011
	APS6.4	94,077	97,840	101,558	107,951
	APS6.5	96,711	100,579	104,401	109,511
	APS6.6		101,022	105,910	111,701
EL 1	EL1.1	110,606	115,030	119,401	123,461
	EL1.2	113,372	117,907	122,387	126,548
	EL1.3	116,204	120,852	125,444	129,709
	EL1.4	119,109	123,873	128,580	132,952
EL 2.1	EL2.11	132,714	138,023	143,268	148,139
	EL2.12	140,254	145,864	151,407	156,555
	EL2.13	144,496	150,276	155,986	161,290
<b>Soft Barrier</b>					
EL 2.2	EL2.21	144,844	150,638	156,362	161,678
	EL2.22	149,595	155,579	161,491	166,982

## Attachment B – Supported Wage System

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

### **Definitions**

2. In this schedule:

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

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

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

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

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

**SWS wage assessment agreement** means the document in the form required by the Department of Social Services that records the employee's productive capacity and agreed wage rate.

### **Eligibility criteria**

3. Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class for which the employee is engaged under this agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.
4. The schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this agreement relating to the rehabilitation of employees who are injured in the course of their employment.

### **Supported wage rates**

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

**Table 4 Applicable percentage of relevant minimum wage paid to applicable employees**

Assessed capacity	Percentage of agreement rate
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

6. Provided that the minimum amount payable to an employees to whom the SWS applies is not less than the amount prescribed in the National Minimum Wage Order. Note: The minimum amount payable is reviewed every year in July.
7. Where an employee’s assessed capacity is 10%, they must receive a high degree of assistance and support.

***Assessment of capacity***

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

***Lodgement of SWS wage assessment agreement***

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

***Review of assessment***

12. The assessment of the applicable percentage should be subject to annual review or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the supported wage system.

***Other terms and conditions of employment***

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

***Workplace adjustment***

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

***Trial period***

15. In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a Trial Period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
16. During that Trial Period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
17. The minimum amount payable to the employee during the Trial Period must be no less than the current weekly rate, as determined by the Fair Work Commission.
18. Work trials should include induction or training as appropriate to the job being trialled.
19. Where the employer and employee wish to establish a continuing employment relationship following the completion of the Trial Period, a further contract of employment will be entered into based on the outcome of assessment under clause 8 and 9 in this attachment.

## Definitions

The following definitions apply to this agreement:

**APS agency** means an agency whose employees are employed under the PS Act, including an agency as defined in section 7 of the PS Act whose employees are employed under that Act.

**APS consultative committee** means the committee established by the APS Commissioner to consider matters pertaining to the (APS) employment relationship and of interest to the APS as a whole.

**Agreement** means the Australian Research Council Enterprise Agreement 2024-2027.

**APS** means the Australian Public Service.

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

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

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

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

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

**Chief Executive Officer (CEO)** means the of Australian Research Council, or the person authorised by the CEO as their delegate.

**Classification** or classification level means the approved classifications as defined by the *Public Service Classification Rules 2000*.

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

**Core Hours** means the hours during which an employee must work unless he or she has approved leave. The core hours for a full-time employee are 10:00am to 12:00 noon and 2:00pm to 4:00pm, Monday to Friday.

**De facto partner** means a person who, regardless of gender, is living in a common household with the employee in a bona fide, domestic, interdependent partnership, although not legally married to the employee.

**Delegate** means someone to whom a power or authority has been delegated.

**Dependant** means the employee's spouse or de facto partner, a child, parent or aged relative of the employee or the employee's spouse or de facto partner, who ordinarily lives with the employee and who is substantially dependent on the employee. Dependant also includes a child of the employee who does not ordinarily live with the employee but for whom the employee provides substantial financial support.

**Employee** means an employee of the Commonwealth engaged under section 22(2) of the PS Act who is covered by this agreement (whether full time, part time or casual, ongoing or non-ongoing).

**Employee representative** means a person (whether an employee or not) elected or chosen by an employee, or elected or chosen by a group of employees in a workplace, to represent the individual and/or collective views of those employees in relation to a matter under this agreement.

**Family** means:

- a. a spouse, former spouse, de facto partner or former de facto partner of the employee;
- b. a child, parent, grandparent, grandchild, or sibling of the employee;
- c. a child, parent, grandparent, grandchild, or sibling of a spouse, former spouse, de facto partner or former de facto partner of the employee;
- d. a member of the employee's household; or
- e. a person with whom the employee has a relationship of traditional kinship where there is a relationship or obligation, under customs and traditions of the community or group to which the employee belongs.

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

**Full time employee** means an employee employed to work an average of 37 hours and 30 minutes or the ARC's standard full-time hours per week in accordance with this agreement.

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

**LSL Act** means the *Long Service Leave (commonwealth Employees) Act 1976* as amended from time to time.

**Manager** means an employee's direct manager who is usually the person to whom an employee reports to on a day-to-day basis for work related matters, and may include a person referred to as a supervisor.

**ML Act** means the *Maternity Leave (Commonwealth Employees) Act 1973* and any successor legislation.

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

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

**Ongoing employee** has the same meaning as in the *PS Act*.

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

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

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

**Part-time employee** means an employee employed to work less than an average of 37 hours and 30 minutes per week in accordance with this agreement.

**Primary caregiver** for the purposes of the parental leave clause means a pregnant employee with an entitlement under the *ML Act*, or an employee other than a casual employee who has primary care responsibility for a child who is born to them or who is adopted or in long-term foster care as per the clauses on adoption and long-term foster care in this agreement.

**PS Act** means the *Public Service Act 1999* as amended from time to time.



**Relevant employee** means an affected employee.

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

## Section 12: Formal Acceptance of this Agreement and Signatories

### Making of the Agreement

This Agreement is made and approved under Chapter 2, Part 2-4, Division 4 of the FW Act.

#### Signatories

Signed by the Chief Executive Office of the Australian Research Council

Signed: Richard Johnson Date: 29/1/24

Full name: Dr Richard Johnson

Address: Level 2, 11 Lancaster Place Canberra Airport ACT 2609

Signed on behalf of the Community and Public Sector Union

Signed: AS Date: 29.1.24

Full name: ANDREW SMITH

Address: 1/4/144 BUNDA ST CANBERRA CITY.