



**ASIC**  
Australian Securities &  
Investments Commission

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of this agreement.

# **Australian Securities and Investments Commission**

## **Enterprise Agreement 2024 – 2026**

**Contents**

- Definitions .....4
- Part A – About this Agreement ..... 6**
  - 1. Title .....6
  - 2. Objectives.....6
  - 3. Parties to the Agreement.....6
  - 4. Operation of the Agreement .....6
  - 5. National Employment Standards (NES) .....6
  - 6. Closed comprehensive agreement .....7
  - 7. Delegations .....7
  - 8. Individual flexibility arrangements .....7
- Part B – Consultation and Dispute Resolution ..... 9**
  - 9. Consultation .....9
  - 10. National Consultative Committee.....11
  - 11. Employee Support and Representation .....12
  - 12. Dispute Resolution .....12
  - 13. Delegates rights .....13
- Part C – Types of Employment and Termination of Employment ..... 15**
  - 14. Types of Employment .....15
  - 15. Part-time Employment.....15
  - 16. Casual Employment .....15
  - 17. Assignment of Duties .....16
  - 18. Termination of Employment .....16
  - 19. Notice of Termination .....16
  - 20. Suspension from duties.....17
  - 21. Redundancy and Redeployment .....17
- Part D – Remuneration and Related matters ..... 23**
  - 22. Salary increase .....23
  - 23. Payment of salary.....23
  - 24. Salary setting.....23
  - 25. Salary Advancement .....24
  - 26. Salary on Reduction .....24
  - 27. Salary on Promotion .....24
  - 28. Higher Duties Allowance.....25
  - 29. Transitional Bonus Arrangements.....25
  - 30. Rewards other than pay.....26
  - 31. Salary Sacrifice Arrangements .....26
  - 32. Employer's Contribution of Superannuation .....26
  - 33. Overpayments.....27
  - 34. Classifications.....27
- Part E – Allowances ..... 29**
  - 35. Motor Vehicle Allowance.....29
  - 36. Workplace Responsibility Allowance .....29
  - 37. Relocation Expenses .....29
  - 38. Working away from the office .....29
  - 39. Restriction Allowance .....30
  - 40. Business Related Travel Allowances .....30

<b>Part F – Hours of Work and Related Matters .....</b>	<b>31</b>
41. Hours of Work.....	31
42. Bandwidth.....	32
43. Flextime.....	32
44. Overtime .....	32
45. Shiftwork.....	33
46. Time Off in Lieu of Travel for ASIC 3 or Below .....	33
<b>Part G – Leave and Public Holidays.....</b>	<b>34</b>
47. Annual Leave .....	34
48. Annual Leave at Half Pay.....	34
49. Annual Leave for Shift Workers .....	34
50. Cashing out of Annual Leave.....	34
51. Purchased Leave .....	34
52. Personal/Carer's Leave .....	35
53. Compassionate Leave .....	37
54. Parental Leave.....	37
55. Defence Reservist leave .....	39
56. Emergency Response Leave .....	40
57. Long Service Leave .....	40
58. Cultural, ceremonial and NAIDOC leave .....	40
59. Jury Duty .....	41
60. Leave to attend proceedings .....	41
61. Miscellaneous Leave .....	41
62. Public Holidays .....	41
63. Christmas Closedown.....	42
64. Re-crediting of leave .....	43
<b>Part H - Employee support and workplace culture .....</b>	<b>44</b>
65. Blood donation.....	44
66. Vaccinations .....	44
67. Employee Assistance Program .....	44
68. Respect at work.....	44
69. Disaster Support.....	44
70. Family and Domestic Violence Support .....	45
71. Lactation and breastfeeding support.....	46
<b>Part I – Employee Development.....</b>	<b>47</b>
72. Performance Development.....	47
73. Managing Underperformance .....	47
74. Learning and Development Opportunities and the Study Assistance Procedure .....	48
75. Recognition of professional standing.....	48
<b>Attachment A – Salary Rates.....</b>	<b>49</b>

## Definitions

In this Agreement, unless a contrary intention is clear, the following definitions apply:

**Agreement** means this agreement being the *Australian Securities and Investments Commission Enterprise Agreement 2024-2026*.

**APS** means the Australian Public Service.

**ASIC** means the Australian Securities and Investments Commission and includes the Chair.

**ASIC Act** means the *Australian Securities and Investments Commission Act 2001*.

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

**Casual employee (irregular and intermittent employee)** means an employee engaged under *Australian Securities and Investments Commission Act 2001* who:

- (a) is a casual employee as defined by the *Fair Work Act 2009*; and
- (b) works on an irregular and intermittent basis.

**CEO** means the Chief Operating Officer of ASIC or the person authorised by the CEO as their delegate.

**Chair** means the person appointed as Chairperson of ASIC for the time-being, holding, occupying or performing the duties of the office of Chairperson of ASIC, and includes a person authorised as an employing authority in accordance with Schedule 6.3 of the *Fair Work Regulations 2009*.

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

**De facto partner**, in relation to an employee 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 Australian Securities and Investments Commission or its successor who falls within the classifications set out in this Agreement but does not include a senior executive leader.

**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, de facto partner, former spouse 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;
- (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 *Fair Work Act 2009*.

**Full time employee** means an employee employed to work an average of 37 hours and 30 minutes per week in accordance with this Agreement.

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

**FWC** means the Fair Work Commission.

**Higher Duties** means when ASIC requests an employee to perform the duties of another position at a higher classification level than the employee's current classification.

**Higher Duties Allowance** is the allowance paid to an employee in accordance with clause 28 of this Agreement, when ASIC requires the employee to perform Higher Duties.

**Maximum Term Contract** means an employment contract in which an employee's employment will end on a specified date or at some earlier date in accordance with the contract's terms.

**Miscarriage** means a spontaneous loss of an embryo or foetus before a period of gestation of 20 weeks.

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

as amended from time to time and any successor legislation.

**National Consultative Committee (NCC)** is the consultative forum chaired by the Chair or his or her representative and includes employee representatives and ASIC representatives.

**NES** means the National Employment Standards as set out in Part 2-2 of the *Fair Work Act 2009*.

**Partner** means a spouse or 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.

**People Leader** means the person who has responsibility for overseeing, monitoring, managing, directing or supervising another employee.

**Permanent employee** is an employee employed on a permanent basis under section 120(1) of the ASIC Act.

**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.

**Salary** means the employee's base salary which will be the salary for all purposes including for calculation of leave entitlements, termination benefits and salary sacrifice arrangements. Salary does not include ASIC's superannuation contributions or bonus payments.

**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.

**Senior Executive Leader** is an ASIC team member who is also at a Senior Executive Leader or Senior Executive Specialist and includes those team members that have "Chief" in their position title.

**Stillborn child** has the same meaning as set out in section 77A(2) of the *Fair Work Act 2009*.

**Temporary employee** is an employee employed on a Maximum Term Contract for a specified period of time under section 120(1) of the ASIC Act.

**Work Level Standards** as referred to in this Agreement are descriptors established by the Australian Public Service Commission and used by ASIC to describe work value and the characteristics of work to be performed at each classification level.

## Part A – About this Agreement

### 1. Title

This Agreement will be known as the Australian Securities and Investments Commission Enterprise Agreement 2024-2026.

### 2. Objectives

- 2.1 ASIC recognises the importance of investing in its employees and through this Agreement aims to support the achievement of ASIC's strategy by:
- (a) supporting a culture of performance, innovation and continuous improvement which recognises and rewards high performance,
  - (b) providing the opportunity for employees to develop their skills to effectively perform their roles and develop their careers and
  - (c) maintaining a safe and healthy working environment and a workplace free of bullying and harassment.
- 2.2 ASIC is an organisation which values fairness, equity and diversity and has put in place measures designed to prevent and eliminate unlawful discrimination and retain its diverse workforce.
- 2.3 ASIC supports flexible working arrangements for employees to balance their working life commitments with other competing interests such as family, community work, and lifestyle choices.
- 2.4 The Objectives in this clause are a statement of intent only. As such, clauses 2.1 to 2.3 are not intended to be legally enforceable. For the avoidance of doubt, this does not affect any party's legal rights independent of this Agreement.

### 3. Parties to the Agreement

- 3.1 This Agreement covers:
- (a) the Australian Securities and Investments Commission and its Chair,
  - (b) employees as defined and
  - (c) subject to notice being given in accordance with section 183 of the FW Act, and the following employee organisation/s which were a bargaining representative for this Agreement:
    - i. CPSU

### 4. Operation of the Agreement

- 4.1 This Agreement will commence operation 7 days after approval by the Fair Work Commission.
- 4.2 This Agreement will nominally expiry on 26 October 2026.

### 5. National Employment Standards (NES)

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

## **6. Closed comprehensive agreement**

- 6.1 This Agreement states the terms and conditions of employment of employees covered by this Agreement, other than terms and conditions applying under relevant Commonwealth laws.
- 6.2 This Agreement will be supported by policies and guidelines, as implemented and varied from time to time.
- 6.3 Policies and guidelines are not incorporated into and do not form part of this Agreement. To the extent that there is any inconsistency between policies and guidelines and the terms of this Agreement, the terms of this Agreement will prevail.
- 6.4 The following ASIC policies are referred to in this Agreement:
- (a) Remuneration Policy
  - (b) Flexible Work Arrangements Policy
  - (c) Hybrid Working Policy
  - (d) Domestic Travel Policy
  - (e) International Travel Policy
  - (f) Leave Policy
  - (g) Relocation Policy
  - (h) Performance Development Policy
  - (i) Learning and Development Policy and
  - (j) Studies Assistance Procedures

References to each of these policies are reference to the policy as renamed, varied, amended, supplemented or replaced from time to time.

- 6.5 If after consultation with the NCC a party to this Agreement considers that any changes in policy are materially detrimental to employees, a dispute resolution process as outlined in the NCC Terms of Reference will be applied. Further information is available in the NCC Terms of Reference.

## **7. Delegations**

- 7.1 ASIC has an internal regime of delegations, authorisations and business rules governing the exercise by employees of the Chair's powers under this Agreement. Any of the Chair's powers under this Agreement are exercised by employees in accordance with that regime.

## **8. Individual flexibility arrangements**

- 8.1 ASIC and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement if:
- (a) the arrangement deals with one or more of the following matters:
    - i. arrangements about when work is performed;
    - ii. overtime rates;
    - iii. penalty rates;
    - iv. allowances;
    - v. remuneration; and/or
    - vi. leave; and
  - (b) the arrangement meets the genuine needs of ASIC and the employee in relation to one or more of the matters mentioned in paragraph (a); and
  - (c) the arrangement is genuinely agreed to by ASIC and the employee.
- 8.2 ASIC must ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under section 172 of the FW Act; and
- (b) are not unlawful terms under section 194 of the FW Act; and
- (c) result in the employee being better off overall than the employee would be if no arrangement was made.

8.3 ASIC must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of the employer and employee; and
- (c) is signed by ASIC and the employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- (d) includes details of:
  - i. the terms of the enterprise agreement that will be varied by the arrangement; and
  - ii. how the arrangement will vary the effect of the terms; and
  - iii. how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (e) states the day on which the arrangement commences, and where applicable, when the arrangement ceases.

8.4 ASIC must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

8.5 ASIC or the employee may terminate the individual flexibility arrangement:

- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
- (b) if ASIC and employee agree in writing — at any time.

8.6 ASIC and the employee are to review the individual flexibility arrangement at least every 12 months.



## Part B – Consultation and Dispute Resolution

### 9. Consultation

#### **Principles**

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

#### ***When consultation is required***

- 9.4 Consultation is required in relation to:
- (a) changes to work practices which materially alter how an employee carries out their work;
  - (b) changes to or the introduction of policies or guidelines relevant to workplace matters (unless the changes are minor or procedural);
  - (c) major change that is likely to have a significant effect on employees;
  - (d) implementation of decisions that significantly affect employees;
  - (e) changes to employees' regular roster or ordinary hours of work (subject to any other relevant provisions in this Agreement); and
  - (f) other workplace matters that are likely to significantly or materially impact employees.
- 9.5 ASIC, 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 ASIC. 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 change to regular roster or ordinary hours of work of employees***

- 9.6 This clause applies if ASIC:

- (a) proposes to introduce major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
- (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

### **Representation**

9.7 Employees may appoint a representative for the purposes of the procedures in this clause. A representative for the purposes of this clause may be a union representative.

9.8 ASIC must recognise the representative if:

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

### **Major change**

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

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

9.10 The following additional requirements in clause 9.11 to 9.17 apply to a proposal to introduce a major change referred to in clause 9.4(c).

9.11 Consultation with employees and the relevant union(s) and/or recognised representatives will occur prior to a decision being made, subject to clause 9.5.

9.12 Where practicable, an ASIC change manager or a primary point of contact will be appointed and their details provided to employees and the relevant union(s) and /or recognised representatives.

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

9.14 As soon as practicable after proposing the change, or notifying of the change in circumstances described in clause 9.5, ASIC must:

- (a) discuss with affected employees and relevant union(s) and/or other recognised representatives:
  - i. the proposed change;
  - ii. the effect the proposed change is likely to have on the employee; and
  - iii. proposed measures to avert or mitigate the adverse effect of the proposed change on the employees; and
- (b) for the purposes of discussion – provide, in writing, to employees and the relevant union(s) and /or other recognised representatives:
  - i. all relevant information about the proposed change, including the nature of the change proposed; and
  - ii. information about the expected effects of the proposed change on the employees; and
  - iii. any other matters likely to affect employees;

- 9.15 ASIC 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.
- 9.16 However, ASIC is not required to disclose confidential or commercially sensitive information to employees and the relevant union(s) and/or other recognised representatives.
- 9.17 If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of ASIC, the requirements set out in clauses 9.11 – 9.16 are taken not to apply.

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

- 9.18 The following additional consultation requirements in clause 9.19 to 9.22 apply to a proposal to introduce a change referred to clause 9.4(e).
- 9.19 ASIC must notify the affected employees and the relevant union(s) and/or other recognised representatives of the proposed change.
- 9.20 As soon as practicable after proposing to introduce the change, ASIC must:
- (a) discuss with employees and the relevant union(s) and/or other recognised representatives
    - i. the proposed introduction of the change; and
  - (b) for the purposes of the discussion - provide to the employees and relevant union(s) and/or other recognised representatives:
    - i. all relevant information about the proposed change, including the nature of the proposed change; and
    - ii. information about what ASIC reasonably believes will be the effects of the proposed change on the employees; and
    - iii. information about any other matters that ASIC reasonably believes are likely to affect the employees; and
  - (c) invite employees and the relevant union(s) and/or other recognised representatives to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities). However, ASIC is not required to disclose confidential or commercially sensitive information to the relevant employees and the relevant union(s) and/or other recognised representatives.
- 9.21 ASIC 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**

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

**10. National Consultative Committee**

- 10.1 ASIC is committed to communicating and consulting with employees on workplace matters and will maintain the National Consultative Committee (NCC) chaired by ASIC's Chair or their representative, and comprising of:
- (a) employees and their representatives; and
  - (b) representatives of ASIC.
- 10.2 The NCC will have the primary responsibility for monitoring the implementation of this Agreement with respect to employees covered by this Agreement.
- 10.3 The NCC will maintain Terms of Reference. Further information can be found in the NCC Terms of Reference. As required, from time to time, any changes to the Terms of Reference will be consulted upon at the NCC.
- 10.4 Employees may raise issues for discussion at the NCC through any representative who attends the NCC.

## 11. Employee Support and Representation

- 11.1 Employees may be assisted, accompanied and represented by another person, including an employee representative, in the workplace and in processes relating to the review of a decision, unsatisfactory performance, workforce adjustment, alleged misconduct or in the dispute avoidance and settlement procedures outlined below. ASIC and employee representatives will deal with each other in good faith.
- 11.2 The role of employee representatives, including union delegates and other non-union representatives, will be respected and facilitated.
- 11.3 Employees who choose to be represented, will inform their immediate people leader and/or relevant level of management prior to any discussions taking place.

## 12. Dispute Resolution

- 12.1 If a dispute relates to:
- (a) a matter arising under this Agreement; or
  - (b) the National Employment Standards;
- this term sets out procedures to settle the dispute.
- 12.2 An employee or union who is covered by this Agreement may initiate and/or be a party to a dispute under this term.
- 12.3 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term. Representatives will be recognised and dealt with in good faith.
- 12.4 Parties to the dispute must attempt to resolve the dispute at the workplace level, by discussion between the employee or employees and relevant managers. Parties to the dispute will notify higher level managers to assist in the resolution of the dispute. Parties will give genuine consideration to proposals to resolve the dispute.
- 12.5 If a dispute about a matter arising under this Agreement is unable to be resolved at the workplace level, and all appropriate steps under clause 12.4 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.
- 12.6 The Fair Work Commission may deal with the dispute in 2 stages:
- (a) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
  - (b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
    - i. arbitrate the dispute; and
    - ii. make a determination that is binding on the parties.
- Note: If Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act. A decision that 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.*
- 12.7 While the parties are trying to resolve the dispute using the procedures in this term:
- (a) an employee must continue to perform their work as they would normally in accordance with established custom and practice at ASIC that existed immediately prior to the dispute arising unless they have a reasonable concern about an imminent risk to their health or safety; and
  - (b) subject to 12.7(a) an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
    - i. the work is not safe; or
    - ii. applicable work health and safety legislation would not permit the work to be performed; or

- iii. the work is not appropriate for the employee to perform; or
- iv. there are other reasonable grounds for the employee to refuse to comply with the direction.

12.8 The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term.

12.9 Any disputes arising under the *ASIC Enterprise Agreement 2019-2022* or the National Employment Standards that were formally notified under clause 13 of that Agreement before the commencement of this Agreement, that remain unresolved at the date of commencement of this Agreement, will be progressed under the dispute resolution procedures in this Agreement.

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

12.10 Where the provisions of clauses 12.1 to 12.5 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 12.2, 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 12.5.

### **13. Delegates rights**

13.1 Union delegates play an important and legitimate role in the workplace. This includes representing their members and supporting employee access to union officials, and providing employee views to the agency.

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

13.3 ASIC and union delegates will work together respectfully and collaboratively.

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

13.4 ASIC respects the role of union delegates to:

- (a) provide information, consult with and seek feedback from employees in the workplace on workplace matters;
- (b) consult with other delegates and union officials, and get advice and assistance from union officials;
- (c) represent the interests of members to the employer and industrial tribunals; and
- (d) represent members at relevant union forums, consultative committees or bargaining.

13.5 ASIC 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.

13.6 Union delegates will be provided with reasonable paid time during their normal working hours to perform their union delegate role. The paid time provided should not result in disruption to critical services or operational requirements.

13.7 To support the role of union delegates, ASIC will, subject to legislative and operational requirements, including privacy and security requirements:

- (a) provide union delegates with reasonable access to agency facilities and resources, including for paid or unpaid meetings between employees and their unions and to communicate with union officials;
- (b) advise union delegates and other union officials of the agency facilities and resources available for their use, which may include telephone, photocopying, internet, and email;
- (c) allow reasonable official union communication appropriate to the agency from union delegates with employees, including through email, intranet pages and notice boards. This may include providing a link to a union website for employees to access union information. Any assistance in facilitating email communications does not include an agency vetoing reasonable communications;
- (d) provide access to new employees as part of induction; and

- (e) provide reasonable access to union delegates to attend appropriate paid time training in workplace relations matters, during normal working hours.

13.8 Where ASIC employees are elected as officials of a trade union or professional association, they are not required to seek permission from the workplace or ASIC before speaking publicly in that capacity, subject to ASIC's Code of Conduct and legislative requirements.

## Part C – Types of Employment and Termination of Employment

### 14. Types of Employment

- 14.1 Employees covered by this Agreement will be employed in accordance with section 120 of the ASIC Act in one of the following categories:
- (a) full-time;
  - (b) part-time; or
  - (c) casual.
- 14.2 Full-time and part-time employees will be employed on either a permanent or temporary basis.

### 15. Part-time Employment

- 15.1 For a part-time employee, a people leader and employee will agree in writing on:
- (a) the length of the part-time work agreement; and
  - (b) the number of days and hours the employee will work over a four-week settlement period.
- 15.2 A part-time work agreement must not:
- a) require an employee to work less than three consecutive hours on any particular day that they work, unless agreed to between ASIC and the Employee; and
  - b) be longer than 2 years' duration.
- 15.3 At the conclusion of the part-time work agreement, the employee and their people leader may renegotiate a new part-time work agreement. Discussions for a new part-time work agreement should commence three months before the end of the part-time work agreement. Alternatively, the employee may return to full-time work. If the people leader and employee cannot agree on a part-time work agreement, the employee will return to full-time work.
- 15.4 If a part-time employee moves into a new job at their own initiative or returns to full-time work, any future period of part-time work must be negotiated under a new part-time work agreement as outlined above.
- 15.5 Remuneration and other entitlements for part-time employees (other than long service leave, which is calculated in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*) will be calculated on a pro-rata basis. ASIC will not pro-rata any NES entitlement which may not be reduced in accordance with the minimum requirements of the Act.
- 15.6 Part-time employees will be reimbursed for actual expense-related allowances (which will not be pro-rated). Other than the workplace responsibility allowance at clause 36, non-expense related allowances will be calculated on a pro-rata basis.
- 15.7 A people leader or an employee may initiate the introduction, extension, variation or cessation of a part-time employment or job-sharing arrangement. Employees engaged on a full-time basis will not be compelled to convert to part-time employment, and employees engaged on a part-time basis will not be compelled to convert to full-time employment. Part-time work agreements will be reviewed annually to ensure that they meet the needs of employees and ASIC.
- 15.8 Unless there are reasonable business grounds to refuse, ASIC will agree to requests for regular part-time work in accordance with the provisions of the Act for flexible working arrangements. Further detail is available in ASIC's Flexible Work Arrangements Policy and associated documents.

### 16. Casual Employment

- 16.1 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.

- 16.2 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 *Long Service Leave (Commonwealth Employees) Act 1976* and leave for family and domestic violence support.
- 16.3 Provisions in this Agreement in relation to flex-time, notice periods and redundancy do not apply to employees who are employed on a casual basis.

## 17. Assignment of Duties

- 17.1 ASIC may from time to time determine the duties of an employee, and the place or places at which the duties are to be performed.
- 17.2 If ASIC makes a major change, resulting in ASIC exercising powers under clause 17.1, clause 9.17 of this Agreement, will not apply.

## 18. Termination of Employment

- 18.1 Subject to clause 18.2, ASIC may terminate an employee's employment by providing the notice, or payment in lieu of notice, as set out in clause 19 of this Agreement.
- 18.2 ASIC may terminate an employee's employment immediately, without notice, if the employee is found to have engaged in serious misconduct as defined in regulation 1.07 of the *Fair Work Regulations 2009* as amended or replaced from time to time.

## 19. Notice of Termination

- 19.1 Employees are required to give written notice of their intention to resign or retire from their employment to their people leader or Senior Executive Leader.
- 19.2 The required notice is at least 14 days for ASIC 1- 4 level employees and at least 28 days for Executive Level employees, unless a shorter period (or no notice) is agreed by the people leader or Senior Executive Leader.
- 19.3 If the required notice is not given, an amount in lieu of the notice period not worked may be deducted from final monies on cessation. Where a contract is to be extended, ASIC will provide temporary employees with as much notice as is practicable.
- 19.4 Except in cases of serious misconduct where termination of employment may be immediate, ASIC may terminate the employment of a permanent or temporary employee on giving the following periods of notice (or payment in lieu thereof):

Length of Service	Employee under 45 years of age	Employee 45 years old or more
0 - 1 year	1 week	1 week
More than 1 year but less than 2 years	2 weeks	2 weeks
At least 2 years but not more than 3 years	2 weeks	3 weeks
More than 3 years but not more than 5 years	3 weeks	4 weeks
More than 5 years	4 weeks	5 weeks



19.5 When an employee dies, or the CEO has directed that an employee is presumed to have died on a particular date, 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.

**20. Suspension from duties**

20.1 ASIC may suspend an employee from duties if ASIC believes on reasonable grounds that:

- (a) the employee has, or may have, engaged in misconduct; or
- (b) the suspension is in ASIC's interests.

20.2 Suspension may be with or without pay.

20.3 ASIC will review the suspension at reasonable intervals.

**21. Redundancy and Redeployment**

21.1 The following redeployment and redundancy provisions will apply only to permanent employees who have completed probation.

21.2 These provisions apply where ASIC determines that an employee is likely to become an excess employee, because:

- (a) they are employed substantively at a level, in a role and at a location where there is a greater number of employees than is necessary for the efficient and economical working of ASIC; or
- (b) the duties of the employee are to be performed at a different locality and the employee is not willing to perform duties at that locality and ASIC has determined that the excess employee provisions of this Agreement apply; or
- (c) the services of the employee can no longer be effectively used because of technological or other changes in work methods of ASIC or structural or other changes in the nature, extent or organisation of functions of ASIC.

21.3 If ASIC is considering making an employee's position redundant on the basis the employee is likely to become an excess employee as set out at clause 21.2, then ASIC will hold discussions with the affected employee and their representative (if applicable) relating to possible redeployment and options for redundancy. For the purposes of the redundancy process, the options for redundancy include:

- (a) Accelerated Voluntary Redundancy (AVR);
- (b) Voluntary Redundancy (VR); and
- (c) Involuntary Redundancy (IVR).

21.4 The payments applicable for each of the above options differ and are set out in clause 21.27.

21.5 A summary of the process set out in clauses 21.7 to 21.26 is set out below:

Stage 1 Day 0 – Notification	Day 0 – 14	Stage 2 Day 30 – Excess Employee Declaration	Stage 3 Day 60
<p><b>Discussion Period commences - Employee notified they may be declared excess</b></p> <p>Notification about possible redundancy and</p>	<p>Employee has 14 days to accept AVR. If the AVR is declined, the Employee has until Day 30 to accept a VR.</p> <p>Where the Excess Employee has accepted an AVR, the</p>	<p><b>Discussion period concludes</b></p> <p>Affected employee is officially <b>declared excess</b> (unless employee already agreed to</p>	<p>From day 60, ASIC may at any time up to and including the end of the Support Period terminate an Employee's employment on an IVR basis.</p>

<p>redeployment [and consultation]</p> <p>Employees are provided with letter outlining options</p> <ul style="list-style-type: none"> <li>- information about the redundancy options and timeframes,</li> <li>- options on redeployment and redeployment support and timeframes,</li> <li>- indicative calculations, and</li> <li>- support mechanism including a representative and the Employee Assistance Program</li> </ul>	<p>Excess employee exits on Day 14.</p>	<p>AVR or has secured redeployment)</p> <p>The Excess Employee has 30 days to accept VR</p> <p>Redeployment support is provided (where requested)</p> <p>Where the Excess Employee has accepted a VR, the exit date is usually day 60 but the Excess Employee may choose to exit between Day 30 and Day 60.</p>	
---	---	---	--

21.6 Clause 21 is read in conjunction with clause 10, “Consultation on Major Change” (where applicable). After consulting with affected employees, the Discussion Period can commence during consultation and prior to a decision being made on a proposed change under clause 9.

**Stage 1: Notification of being potentially excess**

21.7 When ASIC determines that an employee is likely to become excess to the requirements of ASIC, ASIC will advise the employee and their representative (if applicable) in writing of the situation (**Notification**) and will hold a discussion with the affected employee and consult with them and consider any measures that could be taken to avert or mitigate the effects on the employee (**Discussion Period**). The discussion[s] will include:

- (a) redeployment opportunities within ASIC for the affected employee either at or below their substantive level; and
- (b) options for redundancy.

21.8 The Discussion Period continues for up to one (1) month from Notification.

21.9 In the Notification, an affected employee will be given information about:

- (a) their right to nominate a representative to represent them during the Discussion Period, and where applicable, any redeployment period;
- (b) the different forms of redundancy provided for in this Agreement; and
- (c) an indicative timeline of next steps.

21.10 At the commencement of the Discussion Period, an affected employee will be given information in relation to:

- (a) the amount of redundancy pay and/or benefits for each of the options for redundancy referred to in clause 21.3 above,
- (b) amounts of accrued but untaken annual leave and long service leave (if applicable),
- (c) the tax deductions applying to the payments the employee is entitled to receive,
- (d) contacting their superannuation scheme to receive information in relation to:
  - i. the amount of accumulated superannuation contributions and
  - ii. the options open to the employee concerning superannuation.

**Employee swaps**

21.11 During the Discussion Period, ASIC may invite, or otherwise consider applications from other employees who are not potentially excess to express interest in redundancy. ASIC may then allow that employee to "swap" their position into a redundant position and the employee declared excess to take another position. This will enable the redundancy of employees who would

otherwise not be excess. Where there is the potential for a “swap” to occur, ASIC may extend the Discussion Period to further consider that possibility.

### **Redeployment**

- 21.12 Following the Notification, the affected employee may indicate they wish to consider options for redeployment, in which case, there will be a redeployment period of up to 2 months (**Redeployment Period**).
- 21.13 If the employee indicates that they wish to seek Redeployment, ASIC will assist the employee to find alternate employment for the Redeployment Period including:
- (a) assistance and support from a People and Development employee,
  - (b) provision of information on vacancies within ASIC,
  - (c) inviting other employees who are not potentially excess to express interest in redundancy,
  - (d) support in relevant appropriate trial placements,
  - (e) outplacement services, where appropriate.
- 21.14 The employee may be granted reasonable time off to seek alternative employment.
- 21.15 Where during the Redeployment Period, ASIC considers there is insufficient productive work available for the affected employee at their actual level, ASIC may redeploy the excess employee to a position at a lower level, which the employee is qualified and capable of performing but will continue to be paid their usual salary for the balance of the Redeployment Period (and for the calculation of any redundancy payments or benefit).

### **Accelerated Voluntary Redundancy**

- 21.16 Employees may accept an Accelerated Voluntary Redundancy within 14 days from the date on which they are provided the information in clause 21.11.
- 21.17 If an employee requests Accelerated Voluntary Redundancy and ASIC declares them excess to requirements, ASIC will give notice of termination of their employment under clause 18.1 of this Agreement within 14 days of the Notification.
- 21.18 Employees will be eligible for the redundancy benefit calculated in accordance with clause 21.27 (**Accelerated Voluntary Redundancy Benefit**) (which includes any payment in lieu of notice under clause 18.1 of this Agreement). In this case, the remainder of this clause for stage 2 and stage 3 from clauses 21.19 to 21.26 do not apply.

### **Stage 2: Declaration of Employee to be Excess and option for voluntary redundancy**

- 21.19 At the completion of the Discussion Period ASIC will declare the employee excess to requirements unless they have already been redeployed to another position within ASIC or have already accepted an accelerated voluntarily redundancy (**Excess Employee Declaration**).
- 21.20 Following the Excess Employee Declaration, the excess employee will:
- (a) be entitled to reimbursement for financial counselling, to a maximum of \$600. A claim for reimbursement may be made up to three months following the Excess Employee Declaration;
  - (b) where the employee has indicated they wish to seek to be redeployed in accordance with 21.13, ASIC will continue to provide the assistance specified in 21.14 for the balance of the Redeployment Period.
  - (c) be offered voluntary redundancy.

### **Voluntary redundancy**

- 21.21 The excess employee will then have up to one (1) month to consider and accept or reject the offer of voluntary redundancy at any time within this one (1) month period.
- 21.22 If an excess employee accepts the offer for voluntary redundancy, ASIC may give notice in writing to the employee of termination of employment under clause 18.1 of this Agreement at any time after the offer has been accepted and will do so generally within 2 days of the acceptance of the offer.
- 21.23 An employee who does not accept or decline the offer of voluntary redundancy within one (1) month of the offer being made will be deemed to have declined the offer.

21.24 An employee who agrees to be voluntarily retrenched and whose employment is terminated under clause 18.1 of this Agreement on the grounds that they are excess to the requirements of ASIC is entitled to be paid voluntary redundancy pay as set out in clause 21.27 (**Voluntary Redundancy Benefit**) which includes any payment in lieu of notice under clause 18.1 of this Agreement.

**Stage 3: Involuntary Redundancy**

21.25 At any time between the end of two (2) months from the start of the Discussion Period, (or earlier, where the employee agrees) and at the end of the Support Period if the employee has not been redeployed to another position within ASIC, or their employment with ASIC has not already ceased, ASIC may terminate the employment of the excess employee involuntarily under clause 18.1 of this Agreement.

21.26 The excess employee will be paid an Involuntary Redundancy Benefit calculated in accordance with clause 21.27 (**Support Payment**) (which includes any payment in lieu of notice under clause 18.1 of this Agreement).

**Redundancy payments and exclusions**

21.27 The redundancy payments and benefits for each of the options set out above are as follows:

Option	Redundancy Payment and/or benefits
Accelerated Voluntary Redundancy Benefit	An additional 6 weeks' salary plus the Voluntary Redundancy Benefit (see below)
Voluntary Redundancy Benefit	<p>The Voluntary Redundancy Benefit includes:</p> <ul style="list-style-type: none"> <li>a) 4 weeks' notice (or 5 weeks' notice for employees over 45 years with at least 5 years of continuous service) or, where ASIC directs or the employee requests, the employee's employment may be terminated during the notice period with payment in lieu of part or all the notice; and</li> <li>b) by way of redundancy pay, 2 weeks' salary for each completed year of Eligible Service plus a pro-rata payment for completed months of service since the last completed year of Eligible Service, subject to any minimum amount the employee is entitled to under the National Employment Standards. The maximum payment is 48 weeks salary. Where the employee has less than 24 years full time Eligible Service, this will be calculated on a pro rata basis for any period where the employee has worked part time during their Eligible Service. For example, if an employee had <ul style="list-style-type: none"> <li>• ten years of service</li> <li>• a full-time weekly salary of \$2,000</li> <li>• worked part time (50% of full-time hours) for 5 years,</li> </ul>                     their benefit would be calculated on the basis of a weekly salary of \$1,508 (redundancy weekly salary). The redundancy weekly salary is calculated on the basis of the number of full-time hours and days and part time hours and days the person worked over their entire employment period expressed as a fraction of their weekly salary. A worked example is below: <math display="block">\frac{\\$2,000 \text{ (Weekly salary)}}{37.5 \text{ (hours)}} \times \left( \frac{37.5 \text{ (Full time hours)}}{3652.5 \text{ (Days of employment period)}} \times 1836.25 \text{ (number of full time days)} + \frac{18.75 \text{ (PART time hours)}}{3652.5 \text{ (Days of employment period)}} \times 1836.25 \text{ (number of part time days)} \right)</math> </li> </ul>
Involuntary Redundancy Benefit / Support Payment	<p>The Support Payment is:</p> <ul style="list-style-type: none"> <li>a) 13 months' salary where the employee has 20 or more years of continuous service or is over 45 years of age and has at least 5 years continuous service; or</li> <li>b) 7 months' salary for other employees,</li> </ul> <p>reduced by the employee's salary from the date of the Excess Employee Declaration.</p> <p>The Support Payment is inclusive of:</p> <ul style="list-style-type: none"> <li>a) The excess employee's Salary from the date of the Excess Employee Declaration;</li> <li>b) 4 weeks (or 5 weeks for employees over 45 years with at least 5 years of continuous service) as a payment in lieu of notice; and</li> <li>c) the redundancy pay which the Employee is entitled to under the National Employment Standards.</li> </ul>

- 21.28 Any redundancy pay or benefits in accordance with this clause 21 satisfies the minimum statutory redundancy pay entitlements set out in section 119 of the FW Act.
- 21.29 No entitlement to redundancy pay or benefits will arise where employment ends as a consequence of conduct justifying instant dismissal or an employee is terminated at the conclusion of their fixed or maximum term contract.

### Definitions

#### *Eligible Service*

- 21.30 Subject to the following sub-clauses, **eligible service** for this clause means:
- (a) continuous service in ASIC;
  - (b) continuous government service in the Australian Defence Force or as defined in section 10 of the *Long Service Leave (Commonwealth Employees) Act 1976*;
  - (c) APS service immediately preceding deemed resignation under repealed provisions proscribing the employment of married women due to the marriage bar, if the service has not previously been recognised for redundancy pay purposes; and
  - (d) service in another organisation where the employee was transferred from the APS to an organisation with a transfer of function, or the employee was engaged by an organisation on work within a function which was transferred to the APS, and such service is recognised for long service leave purposes.
- 21.31 For earlier periods of service to count, there must be no breaks between the periods of service except where the break in service is:
- (a) less than one month; and
  - (b) occurred where an offer of employment with the new employer was made and accepted by the employee before ceasing employment with the preceding employer.
- 21.32 Prior service, which would otherwise be eligible service, will not be eligible service if it was terminated by way of:
- (a) voluntary or involuntary redundancy;
  - (b) retirement with the payment of an employer-financed retirement benefit;
  - (c) retirement or dismissal on grounds of invalidity, inefficiency, loss of qualifications or misconduct;
  - (d) termination of probationary employment for any reason;
  - (e) forfeiture of office; or
  - (f) resignation from any employment under this Agreement with the payment of employee superannuation contributions.
- 21.33 Absences from work which do not count as service for any purpose will not count as service for this benefit.

#### *Salary*

- 21.34 For the purpose of calculation of entitlements under sub-clauses 21.18, 21.24 and 21.26 **salary** will include:
- (a) the employee's substantive salary; or
  - (b) the salary of the higher level, where the employee has been acting at the higher level for a continuous period of at least 12 months immediately preceding the date on which the employee is given notice of termination of employment.
- 21.35 Salary for the purposes of this clause includes allowances in the nature of salary which are paid on a regular basis and during periods of annual leave but excludes allowances which are a reimbursement for expenses incurred, or a payment for disabilities associated with the performance of duty.

*Support Period*

21.36 The support period will be:

- (a) 13 months where the employee has 20 or more years of continuous service or is over 45 years of age and has at least 5 years continuous service; or
- (b) 7 months for other employees, less the redundancy pay period (as set out in the table in section 119(2) of the FW Act which applies to the Employee under the National Employment Standards as at the end of the support period.

*Affected Employee*

21.37 An affected employee is an employee who is likely to become excess.

## Part D – Remuneration and Related matters

### 22. Salary increase

- 22.1 The salary rates are set out in Attachment A Base salaries to this Agreement. An employee is entitled to an annual salary in accordance with Attachment A corresponding to their classification level. Salary will be paid fortnightly in arrears directly into a bank account nominated by the employee.
- 22.2 The base salary rates in Attachment A - Base salaries include the following increases:
- (a) 4% from 27 October 2023;
  - (b) 3.8% from 27 October 2024; and
  - (c) 3.4% from 27 October 2025.
- 22.3 ASIC 4 employees who transitioned from an Australian Workplace Agreement (AWA) to the ASIC 1- 4 Level in the Enterprise Agreement 2009 - 2011 will be positioned at ASIC4 Step 5 at the commencement of this Agreement. These employees will be eligible to progress to Step 6 according to normal salary advancement rules.
- 22.4 As a transitional measure, the wage increase in paragraph 22.2(a) will be paid from 27 October 2023 for employees who are employed by ASIC at the commencement of the Agreement.

### 23. Payment of salary

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

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

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

### 24. Salary setting

- 24.1 Where an employee is engaged, moves to or is promoted in ASIC, the employee's salary will be paid at the minimum of the salary range of the relevant classification, unless ASIC determines a higher salary within the relevant salary range under these salary setting clauses.
- 24.2 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 the effect at any time.
- 24.3 In determining a salary under these salary setting clauses, the CEO will have regard to relevant factors including the employee's experience, qualifications and skills.
- 24.4 Where an employee commences permanent employment in ASIC immediately following a period of temporary employment at ASIC 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 temporary employee in the agency.
- 24.5 Where an employee commences permanent employment in ASIC immediately following a period of casual employment at ASIC, 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 at ASIC.
- 24.6 Where an employee moves to ASIC at level from another Commonwealth agency, and their salary is above the maximum of the salary range for their classification the CEO will maintain the employee's salary at that level until it is absorbed into the salary range for that classification.
- 24.7 Where ASIC determines that an employee's salary has been incorrectly set, the CEO may determine the correct salary and the date of effect.

## 25. Salary Advancement

- 25.1 Salary advancement is based on a team member's performance as assessed at 31 July each year.
- 25.2 Subject to qualifying periods, employees will advance one salary step within the classification, where a higher step is available, with the following performance ratings:

Classification	Performance rating required
ASIC1 – EL2.5	'Achieving', 'Exceeding' or 'Outstanding'
EL2.6 or higher Non Senior Manager or Senior Specialist	'Outstanding'
Senior Managers or Senior Specialists <i>as defined by the Senior Manager / Senior Specialist Framework</i>	'Exceeding' or 'Outstanding' OR after two years at 'Achieving'

- 25.3 Salary advancement within the ASIC1 – Executive Level 1 classification levels will occur based on a performance rating of at least Achieving and at least six (6) months of aggregate eligible service at or above the relevant classification level.
- 25.4 Salary advancement at the Executive level 2 classification level will occur on the following basis:
- below the soft barrier: based on a performance rating of at least 'Achieving' and at least six (6) months of aggregate service at the current level;
  - across the soft barrier or between steps 6 – 11, and not part of the Senior Manager / Senior Specialist Framework: based on a performance rating of 'Outstanding' and at least six (6) months of aggregate service at the current level;
  - Executive Level 2, steps 6 – 11, and part of the Senior Manager / Senior Specialist Framework: based on a performance rating of 'Exceeding' or 'Outstanding' and at least six (6) months of aggregate service at the current level or after two years at 'Achieving'.
- 25.5 Periods of service eligible for salary progression are:
- periods of paid leave and unpaid parental leave;
  - periods of unpaid leave that count as service; and
  - service while employed on a temporary basis.
- 25.6 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.
- 25.7 Employees must have been at work, not including leave, for at least three months of the performance cycle to allow their people leader to effectively assess performance and assign a performance rating.
- 25.8 Employees who are acting at a higher classification, and satisfy other eligibility criteria, will be eligible for salary progression at both their substantive and acting classifications.
- 25.9 Further information can be found in ASIC's Remuneration Policy.

## 26. Salary on Reduction

- 26.1 Where an employee elects to be assigned duties at a lower level, ASIC may determine that the employee will be paid a rate of salary applicable to the lower level.

## 27. Salary on Promotion

- 27.1 Where an employee is promoted, salary will generally be payable at the minimum point of the salary range applicable to the higher work value level. However, ASIC may authorise payment of



salary on promotion above the minimum point in the salary range applicable to the work value level of the job based on factors including the experience, qualifications, and skills of the employee.

## 28. Higher Duties Allowance

- 28.1 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 level higher than their substantive classification level.
- 28.2 Higher duties allowance will be equal to the difference between the employee's current salary and the salary that would be payable if they were promoted to the higher classification level, or a higher amount determined by ASIC.
- 28.3 Where an employee is found to be eligible for salary progression at their acting 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.
- 28.4 Where an employee is assigned only part of the higher duties, the CEO will determine the amount of allowance payable.
- 28.5 Higher duties allowance will be payable while an employee is acting at a higher classification level as part of a job-sharing arrangement where the duration of the arrangement is at least 2 working weeks.
- 28.6 ASIC may shorten the qualifying period for higher duties allowance on a case-by-case basis.

## 29. Transitional Bonus Arrangements

- 29.1 From commencement of this Agreement, employees will not be entitled to a bonus or supplementation payment.
- 29.2 At the commencement of this Agreement, an eligible employee will be paid a one-off transition payment of either:
  - (a) ASIC 4 = 4.5% of their base salary effective from commencement of this Agreement.
  - (b) EL1 and EL2 = 7% of their base salary effective from commencement of this Agreement.
  - (c) ASIC 1-3 = 2% of their base salary where the employee has received a supplementation payment in the last 3 years, and is positioned at either ASIC1 step 4, ASIC2 steps 4 or 8, or ASIC3 steps 3 or 6 at the commencement of the Agreement.
- 29.3 The one-off transition payment will be paid in the second pay period after commencement of the Agreement.
- 29.4 For the purpose of this clause, **Bonus** means the amount that an employee received as a bonus payment in a previous financial year excluding superannuation as described as a performance bonus in their current employment contract.
- 29.5 For the purpose of clause 29.2 (a) and (b), **eligible employee** means an employee who, on commencement of the Agreement, is employed or acting on higher duties at an ASIC4, Executive Level 1, or Executive Level 2. This includes new employees and employees on paid leave and unpaid parental leave.
- 29.6 Eligible employees at the ASIC4, EL1 and EL2 classifications, that have been at that level for a minimum of 3 months will also be paid a pro rata performance bonus related to the 2023-2024 performance year, calculated with reference to clause 31 of the ASIC Enterprise Agreement 2019-2022. The pro rata payment will be paid in the third pay period after the commencement of the Agreement.
- 29.7 Clause 29.6 only applies subject to this Agreement commencing before 1 July 2024. If this Agreement commences between 1 July 2024 and 30 September 2024, no pro rata performance bonus would apply. If the Agreement commences on or after 1 October 2024, the pro rata payment will be made to cover the period between 1 July 2024 and the commencement of this Agreement.

Benefit type	When
Pay increase of 4%	First pay after the EA commences (effective from 27 October 23)
One-off bonus transition payment (eligible ASIC4-EL2) & One-off supplementation payment (eligible ASIC1-3)	Second pay after the EA commences
Pro-rata bonus payments (eligible ASIC4-EL2)	Third pay after the EA commences (this allows team members to elect to salary sacrifice and ratings to be given)

### 30. Rewards other than pay

30.1 ASIC will recognise and reward high performance in ways other than salary increases. Further information can be found in the Performance Development Policy.

### 31. Salary Sacrifice Arrangements

31.1 Flexible remuneration packaging allows employees to take their remuneration as a combination of cash salary and non-cash benefits to suit their individual and personal needs.

31.2 Flexible remuneration packaging is available provided:

- (a) the arrangement operates at no cost to ASIC;
- (b) costs associated with packaging such as FBT and administrative fees are met by the employee; and
- (c) employees do not use remuneration packaging to reduce their income to be eligible for community benefits (e.g. Government benefits) to which they would not normally be entitled or to avoid community obligations.  
When ASIC calculates entitlements under this Agreement, including superannuation contributions, other than salary, it will use the employee's pre-sacrifice salary.

31.3 Any fringe benefits tax and administrative costs incurred as a result of remuneration packaging arrangements will be met by the employee.

### 32. Employer's Contribution of Superannuation

32.1 ASIC will make compulsory employer contributions as required by the applicable legislation and fund requirements.

32.2 Employer superannuation contributions will be paid on behalf of employees during periods of paid leave that count as service.

32.3 ASIC 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 ASIC's payroll system.

32.4 ASIC will provide an employer contribution of 15.4 per cent of the employee's Fortnightly Contribution Salary (FCS) for employees in the Public Sector Superannuation Accumulation Plan (PSSap) and employees in other accumulation superannuation funds.

32.5 Employer contributions will be made for all employees covered by this Agreement.

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

32.7 Subject to clause 32.4, if an employee's employer contributions in an accumulation plan exceed the current Concessional Contributions Cap (**CCC**) (as prescribed under the *Income Tax Assessment Act 1997*), they may request ASIC to cap employer contributions at the CCC through an Individual Flexibility Arrangement. The foregone superannuation contribution would be paid as a taxable allowance, the employee may enter an Individual Flexibility Arrangement for ASIC to instead pay any contribution above the CCC in a particular financial year as an allowance.

*Payment during unpaid parental leave*

- 32.8 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.
- 32.9 ASIC 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 ASIC’s payroll system.

**33. Overpayments**

- 33.1 An overpayment occurs if ASIC 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).
- 33.2 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.
- 33.3 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.
- 33.4 If after considering the employee’s response (if any), the CEO confirms that an overpayment has occurred, the overpayment will be treated as a debt to the Commonwealth that must be repaid to the agency in full by the employee.
- 33.5 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.
- 33.6 ASIC and the employee may agree to make deduction from final monies where there is an outstanding payment upon cessation of employment.
- 33.7 Interest will not be charged on overpayments.
- 33.8 Nothing in clause 33.1 to 33.7 prevents:
  - (a) ASIC from pursuing recovery of the debt in accordance with an Accountable Authority Instruction issued under the Public Governance, Performance and Accountability Act 2013;
  - (b) ASIC from pursuing recovery of the debt through other available legal avenues;
  - (c) the employee or ASIC from seeking approval to waive the debt under the *Public Governance, Performance and Accountability Act 2013*.

**34. Classifications**

34.1 For the purpose of determining an employee’s classification, this Agreement will maintain the following local designations:

<i>Local Designation</i>	<i>APS Classification</i>
ASIC1	APS1
ASIC2	APS2 and APS3 broadbanded
ASIC3	APS4 and APS5 broadbanded
ASIC4	APS6
Executive Level 1	Executive Level 1
Executive Level 2	Executive Level 2
Senior Manager/Specialist	Executive Level 2

- 34.2 ASIC will determine an employee's classification in accordance with the relevant Work Level Standards.
- 34.3 Salary advancement will occur on the basis of performance as outlined at clause 25. Further information can be found in the Performance Development Policy.
- 34.4 ASIC may reduce the classification of an employee, without the employee's consent, only in the following circumstances:
- (a) as a sanction for serious misconduct;
  - (b) on the ground that the employee is excess to the requirements of ASIC at the higher classification;
  - (c) on the ground that the employee lacks, or has lost, an essential qualification for performing duties at the higher classification;
  - (d) on the ground of non-performance, or unsatisfactory performance, of duties at the higher classification arising from a process under clause 73 of this Agreement.
  - (e) on the ground that the employee is unable to perform duties at the higher classification because of physical or mental incapacity.

## Part E – Allowances

### 35. Motor Vehicle Allowance

- 35.1 Where a people leader considers that it will result in greater efficiency or involve less expense, they may authorise an employee to use a private car owned or hired by the employee at their own expense for official purposes. Where authorised, an employee will be entitled to a motor vehicle allowance in accordance with the rates set by the Tax Assessment Regulations 1997.
- 35.2 Further information can be found in ASIC's Domestic Travel Policy.

### 36. Workplace Responsibility Allowance

- 36.1 A workplace responsibility allowance will be paid where an employee who is appointed by ASIC or elected by eligible peers to one of the following roles:
- (a) First Aid Officer
  - (b) Health and Safety Representative
  - (c) Emergency Warden or
  - (d) Harassment Contact Officer.
- 36.2 An employee is not to receive more than one workplace responsibility allowance unless approved by the CEO due to operational requirements.
- 36.3 The minimum rate will be:

Rate from commencement of Agreement	Rate from 27 October 2024	Rate from 27 October 2025
\$30.51 per fortnight	\$31.67 per fortnight	\$32.75 per fortnight

- 36.4 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.
- 36.5 The full allowance is payable regardless of flexible work and part-time arrangements.
- 36.6 An employee's physical availability to undertake the role will be considered by agencies 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 and Health and Safety Representatives depending on work group arrangements.
- 36.7 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. Further information can be found in ASIC's workplace responsibility allowance guide.

### 37. Relocation Expenses

- 37.1 ASIC will meet all reasonable costs arising from the relocation of an employee and his or her household if ASIC requires the employee to relocate as a result of a reassignment of duties, engagement or promotion. Further information can be found in ASIC's Relocation Policy.

### 38. Working away from the office

- 38.1 Employees may work away from the office on a regular or temporary basis subject to agreement with their people leader. The agreement may be terminated by either party with 2 weeks' notice or a lesser period as agreed. Further information on working away from the office can be found in ASIC's Hybrid and Flexible Working Arrangements policies.

- 38.2 ASIC commits that for a period of 3 years from commencement of the Agreement, ASIC will not change its current standard hybrid work arrangement of 50/50. This means that 50% of an employee's working hours may be outside of an ASIC office. ASIC may make other changes to its Hybrid and Flexible Working Arrangements policies in accordance with its normal consultation obligations.

### **39. Restriction Allowance**

- 39.1 Only employees at ASIC 1-4 classification levels are eligible for restriction allowance payments.
- 39.2 Where ASIC directs an employee to be contactable and available to perform duties outside of their normal hours of duty, the employee will be paid an allowance calculated on the basis of their actual salary at the rate of:
- (a) 7.5% of their hourly rate for each hour restricted from Monday to Friday;
  - (b) 10% of their hourly rate for each hour restricted on Saturday and Sunday; and
  - (c) 15% of their hourly rate for each hour restricted on public holidays.
- 39.3 Where during such period the employee is recalled to duty at a place of work, payment in accordance with the relevant overtime provisions will be made subject to a two-hour minimum payment. Payment will include reasonable travel time. Employees are entitled to either payment of a restriction allowance or overtime provisions but not both for the same period worked.

### **40. Business Related Travel Allowances**

- 40.1 Employees will be provided with reasonable standards of travel, accommodation, and meals, and will not be out of pocket for additional expenses which are required while travelling on official business on behalf of ASIC. Further information can be found in ASIC's Domestic Travel Policy and International Travel Policy.
- 40.2 ASIC's Domestic Travel Policy sets out the rates for meals and out of pocket business related travel expenses. An employee who is required to be absent from their usual place of work on official business for more than 10 hours but not overnight will be paid an allowance for meal and incidental expenses of \$60.00 (gross), taxed at the employee's marginal taxation rate. Further information can be found in the ASIC Domestic Travel Policy.
- 40.3 Where an employee transfers to a new locality for a period greater than 21 days, entitlements will be reviewed. Further information can be found in ASIC's Relocation Policy.

## Part F – Hours of Work and Related Matters

### 41. Hours of Work

- 41.1 Standard hours of work for full-time employees are 150 hours over a 4-week settlement period (37.5 hours per week). A standard working day is 8.30am to 5.00pm (7 hours 30 minutes), Monday to Friday with a 1-hour lunch break. For part-time employees, a standard day is that agreed in their part-time work agreement.

#### Hours of Work for ASIC 1-4 Employees

- 41.2 All employees will agree their pattern of attendance in writing with their people leader.
- 41.3 Operational requirements will be the major consideration in determining the pattern of hours. Other considerations include:
- (a) personal needs of the employee;
  - (b) impact on service delivery; and
  - (c) impact on other employees.
- 41.4 The pattern of hours that must be worked, and any variation to them, is a matter for agreement between people leaders and employees. However, employees should not work for more than:
- (a) 10 hours ordinary time on any day; or
  - (b) 5 consecutive hours without a meal break of at least 30 minutes.
- 41.5 Where no agreement can be reached on a pattern of attendance, or where attendance is unsatisfactory, employees will be required to work a standard working day.
- 41.6 ASIC can direct that where an employee is absent from duty without authorisation or not in accordance with this Agreement, the period of absence does not count as service for any purpose. If an employee is absent from duty without authorisation, all pay and other benefits, e.g. flextime credits, will cease to be available until the employee resumes duty or is granted authorised leave.
- 41.7 Consideration will be given to whether the absence was reasonable under the circumstances, the extent of the absence and any other relevant factor.

#### Hours of work for Executive Level 1 and 2 employees

- 41.8 Executive level (EL) employees are sometimes required to work reasonable additional hours. Consistent with the NES, employees may refuse to work unreasonable additional hours.
- 41.9 EL employees seeking to access time off in lieu (TOIL) are required to keep records of their working hours using a method determined by ASIC.
- 41.10 A people leader is to grant TOIL in recognition of reasonable additional hours worked. TOIL granted to employees can be taken as whole or part days.
- 41.11 The working arrangements for an EL employee should be agreed through discussion between the people leader 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.
- 41.12 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 people leader.
- 41.13 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.
- 41.14 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.

## **Workloads**

- 41.15 ASIC 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.
- 41.16 When determining workloads for an employee or group of employees, ASIC will consider the need for employees to strike a balance between their work and personal life.
- 41.17 If an employee or group of employees have experienced significant workload pressures over a prolonged period of time, they may initiate discussions with ASIC. As part of these discussions, ASIC will review the employees' workloads and priorities and discuss strategies to manage the impact on the employee or group of employees.

## **42. Bandwidth**

- 42.1 The bandwidth is between the hours of 7.00am and 7.00pm Monday to Friday.
- 42.2 Where an employee requests to work outside this span of hours - e.g. on a Saturday, Sunday, or on a public holiday - they may do so with the agreement of their people leader. The key consideration will be operational requirements. Any hours worked on this basis will be treated as ordinary hours and will not attract overtime rates.

## **43. Flexitime**

- 43.1 ASIC 1 to 4 employees, including part time employees, may access flexitime arrangements under this Agreement. Further information on flexitime can be found in ASIC's Flexible Work Arrangements policy.
- 43.2 Flexitime is worked within the bandwidth of 7.00am to 7.00pm Monday to Friday.
- 43.3 With the agreement of their people leader, an employee may vary their pattern of ordinary hours within the flexitime bandwidth. Such variation will take account of the operational requirements of the work area and the personal requirements of the employee.
- 43.4 ASIC 1 to 4 employees acting at the executive levels do not have access to the flexitime system in keeping with the more professional nature of their employment, however, they may agree on flexible working arrangements with their people leader.
- 43.5 The settlement period over which flexitime hours are calculated is 4 weeks.
- 43.6 The variation of working hours may result in a working hours' credit or debit over a settlement period. At the end of a settlement period:
  - (a) the maximum flex credit carried over to the next settlement period is the equivalent of 1-week, that is, the standard weekly working hours for the employee,
  - (b) the maximum flex debit is 10 hours, and
  - (c) a flex debit of greater than 10 hours must be reduced either by leave without pay or by a deduction of accrued annual leave.
- 43.7 If an employee and their people leader cannot agree on flexitime hours, the employee will revert to standard hours as defined in clause 41.1.
- 43.8 Patterns of attendance and record keeping arrangements for flexitime can be found in ASIC's Flexible Work Arrangements policy.

## **44. Overtime**

- 44.1 Overtime is only payable for employees at ASIC 1 to 4 classification levels.
- 44.2 Overtime is only payable for work performed at the written direction of a people leader in addition to the employee's standard day of work. Overtime is payable for work in excess of 7 hours 30 minutes or where an employee's normal regular hours are other than 7 hours 30 minutes, after the completion of the employee's regular hours or outside the bandwidth. The 7 hours and 30



minutes does not include meal breaks. The direction to work overtime is to meet operational requirements and business needs.

- 44.3 Employees working authorised additional hours who have a flex debit, may elect to reduce their flex debit by these additional hours actually worked instead of receiving an overtime payment. These debits are to be reduced by the period of additional hours worked at normal time.
- 44.4 All employees working authorised additional hours who do not have a flex debit have, with the agreement of their people leader, the option to record the extra hours as part of their normal attendance calculated at the applicable hourly overtime rate. These hours may be taken in accordance with flextime arrangements.
- 44.5 Overtime will be paid at time and a half of the hourly rate for all overtime worked from Monday to Saturday, double time of the hourly rate on Sundays and double time and a half on public holidays.
- 44.6 Where an employee is directed to work additional hours on a public holiday which falls on a weekday, the rate for that overtime is double time and a half.
- 44.7 An overtime meal allowance of \$35.65 is payable to ASIC1 - 4 team members who take an approved unpaid meal break of at least 30 minutes during a period of overtime. The meal allowance is only payable where overtime starts before and goes beyond the meal break. This will be adjusted annually as per ATO rates.
- 44.8 An employee who has been working overtime will not commence a subsequent period of work until such time as they have had a break of at least 8 hours plus reasonable travel time.

#### **45. Shiftwork**

- 45.1 Only employees at ASIC 1 to 4 classification levels are eligible for shiftwork arrangements.
- 45.2 Shiftwork arrangements, including periods of notice, will be agreed with employees required to work outside the bandwidth.
- 45.3 Employees required to work outside the bandwidth for an ongoing or fixed period will be paid a loading of 15% additional to their ordinary hourly rate of pay for the period of the shift. Employees required to work shifts on a Saturday, Sunday or public holiday, or shifts which include duty wholly between 6.00 pm and 8.00 am for a continuous period of four weeks or more, will be paid a loading of 30% for the period of the shift.
- 45.4 Where employees are directed to work additional hours at the conclusion of their shift, the overtime rules as set out at clause 44 "Overtime" will apply.

#### **46. Time Off in Lieu of Travel for ASIC 3 or Below**

- 46.1 When an employee at ASIC level 3 or below is required to travel to a location other than their usual work location, the employee may be given time off in lieu to a maximum of five hours per return trip to compensate them for the additional travelling time.

## **Part G – Leave and Public Holidays**

### **47. Annual Leave**

- 47.1 Employees (other than casual employees) are entitled to 4 weeks (20 days) paid annual leave each completed year of service. Part-time employees are entitled to a pro rata amount of annual leave. Annual leave will accrue progressively on a pro rata basis.
- 47.2 ASIC can direct an employee who has more than 8 weeks' accrued leave, to take annual leave to reduce their leave balance so that they have a balance of no more than 8 weeks' (40 days for full time employees) leave in that year.
- 47.3 An employee who has had a period of extended annual leave approved (sufficient to bring their balance below 8 weeks) will not be directed to take leave in accordance with this clause. Further information can be found in ASIC's Leave Policy.
- 47.4 Unused Annual leave credits will be paid to an employee on separation from ASIC or death at the employee's current salary rate.

### **48. Annual Leave at Half Pay**

- 48.1 An employee may elect to take annual leave at half pay with the agreement of their people leader. If an employee elects to take leave at half pay, ASIC will only deduct leave credits for half the leave period's duration.
- 48.2 Annual leave taken at half pay will not affect the employee's superannuation entitlements.
- 48.3 Unless approved by the CEO (or delegate), annual leave may not be taken at half pay where the employee has an excess leave balance.

### **49. Annual Leave for Shift Workers**

- 49.1 Shiftworkers, as defined in clause 49.2 of this Agreement, are entitled to an additional half a day's paid annual leave for each Sunday rostered, up to a maximum of five days per year. A rostered overtime shift of three hours or more which commences or ceases on a Sunday will count in the calculation.
- 49.2 For the purpose of the additional leave provided for in clause 49.1, an employee will be considered a shiftworker if rostered to perform ordinary duty:
- (a) outside the period 6.30am to 6.00pm, Monday to Friday, and/or
  - (b) on Saturdays, Sundays or Public Holidays
  - (c) for an ongoing or fixed period.
- 49.3 Part-time employees are entitled to leave under clause 49.1 only where the employee has a shift pattern involving the regular performance of rostered duty on Sundays and Public Holidays and involving not less than five shifts per week or an average of not less than the number of shifts per week of an equivalent full-time employee.

### **50. Cashing out of Annual Leave**

- 50.1 By written agreement between an employee and their people leader, employees may cash out accrued annual leave for a lump sum payment equivalent to the salary for the cash out period, providing the employee has taken a minimum of 2 weeks annual leave in the preceding 12 months, and their remaining entitlement will not be less than 4 weeks after the cashing out.
- 50.2 Payment will be the rate that would have been payable had the employee taken the annual leave.

### **51. Purchased Leave**

- 51.1 Subject to the agreement of their people leader and the terms of the ASIC Leave Policy, all permanent employees and temporary employees on contracts of more than 18 months, are eligible to

apply to purchase additional leave of a minimum of 1 week and up to 2 weeks per year in return for a pro-rata reduction in annual salary (excluding allowances) over a 12-month purchase period ('Purchase Period').

- 51.2 Purchased leave will not affect existing salary packaging arrangements and employees cannot enter into salary packaging arrangements to purchase leave.
- 51.3 The minimum salary payable to the employee under this Agreement is also adjusted on a pro rata basis for the Purchase Period. The purchased additional leave will accrue progressively over the course of the Purchase Period. The purchase price is determined using the same payment rate as for annual leave.
- 51.4 Purchased leave must be used by the expiry of the 12 months following the end of the Purchase Period and will lapse at that time. Any outstanding monies will be reconciled at the end of the 12 months following the end of the Purchase Period.
- 51.5 Purchased leave will count as service for all purposes. If the employee's employment terminates before all purchased additional leave is taken, the employee will receive a payment in lieu of the unused accrued additional leave.
- 51.6 Full details about the purchased leave scheme are available in ASIC's Leave Policy.

## **52. Personal/Carer's Leave**

### **Entitlement to Personal/carer's leave**

- 52.1 Employees, other than casual employees, are entitled to 18 days paid personal/carer's leave each year of service. Part-time employees are entitled to personal/carer's leave on a pro-rata basis.
- 52.2 Leave entitlements are subject to adjustment for periods of leave without pay that do not count as service and for unauthorised absences.
- 52.3 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.
- 52.4 Leave at half pay may be approved by the CEO.

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

- 52.5 Un-used Personal/carer's leave accumulates from year to year.
- 52.6 Personal/carer's leave does not accrue during a period in which an employee is absent on leave without pay which does not count as service, or during any unauthorised absence.

#### *Permanent employees*

- 52.7 All permanent employees are credited their yearly entitlement to personal/carer's leave on engagement, and then each year on the anniversary of their engagement.

#### *Temporary employees*

- 52.8 Temporary executive level employees are credited their entitlement to personal/carer's leave on engagement and then each year on the anniversary of their engagement.
- 52.9 Temporary ASIC 1 to 4 employees' entitlement to personal/carer's leave accrues progressively during a year of service, according to the employee's ordinary hours of work.

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

- 52.10 ASIC will grant personal/carer's leave, subject to available credit, in the following circumstances:
  - (a) where an employee is not fit for work because of a personal illness or injury affecting the employee;
  - (b) to attend an appointment with a registered health practitioner;
  - (c) to manage a chronic condition;
  - (d) to provide care or support to a family or household member or a person an employee has caring responsibilities for because:

- i. they are ill or injured; or
  - ii. of an unexpected emergency affecting the other person.
- 52.11 A person you have caring responsibilities for may include a person who needs care because they
- (a) have a medical condition, including when they are in hospital;
  - (b) have a mental illness;
  - (c) have a disability;
  - (d) are frail or aged; and
  - (e) are not a child, not limited to a child of the employee.
- 52.12 Personal/carer's leave may be taken in periods of less than 1 day.
- 52.13 Medical certificates or other supporting evidence are required for absences of more than 3 consecutive working days. However, by giving the employee prior notice, a people leader may require a medical certificate or other suitable supporting evidence for periods of three days or less in particular circumstances.
- 52.14 Acceptable evidence includes:
- (a) a certificate from a registered health practitioner;
  - (b) a statutory declaration; and
  - (c) another form of evidence approved by the CEO.
- 52.15 A certificate from a registered health practitioner may be used as evidence of a chronic condition for up to 12 months for both personal and carer's leave.
- 52.16 Employees must advise their people leader as soon as practicable of their absence or their intention to be absent.
- 52.17 Unused personal/carer's leave will not be paid out on separation, or in any other circumstances.
- 52.18 In exceptional circumstances, employees may be granted personal/carer's leave at half pay, in which case, payable leave credits are only deducted for half of the leave duration.
- 52.19 Employees who re-join ASIC after a break in service of not more than 6 months will have their previous unused personal/carer's leave credit reinstated less any leave taken and this credit may be used for subsequent personal/carer's leave.

**Direction to attend an independent medical assessment**

- 52.20 If ASIC considers that an employee may have an illness or injury that:
- (a) may affect the employee's ability to perform their duties;
  - (b) has caused an extended absence from work; or
  - (c) may be a danger to the employee, other employees or members of the public;
- ASIC may direct the employee to attend a medical examination (**IME**) with an independent medical practitioner of ASIC's choice. ASIC will cover all costs of such an appointment.
- 52.21 If an employee disagrees with ASIC's choice of medical practitioner for the IME, the employee may discuss an alternative with ASIC.
- 52.22 If ASIC directs an employee to attend an IME in accordance with clause 52.20 the employee must attend.
- 52.23 In accordance with ASIC's Privacy Policy, the IME report will be given to ASIC and the employee's medical practitioner.
- 52.24 The IME report will be used by ASIC to determine:
- (a) the employee's fitness for duty;
  - (b) rehabilitation and return to work strategies; and/or
  - (c) any reasonable adjustments that ASIC can make to assist the employee's return to work.

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

- 52.25 Where an employee's personal leave is exhausted, ASIC will grant employees, up to 2 days of unpaid personal/carer's leave for carer's purposes on each occasion for a purpose as set out in clause 52.10(d), subject to adequate proof of the need to take such leave.

### **Workers compensation**

- 52.26 An employee receiving workers' compensation will accrue personal and recreation leave in accordance with the *Safety Rehabilitation and Compensation Act 1988*.

## **53. Compassionate Leave**

- 53.1 Employees are entitled to 3 days compassionate leave for each occasion (a **permissible occasion**) when:
- (a) a member of their family, including a member of their household, or someone they have a close personal relationship with contracts, develops or sustains a life-threatening illness or injury; or
  - (b) the employee or their spouse/partner has a miscarriage; or
  - (c) a member of their family, including a member of their household or someone they had a close personal relationship with dies or
  - (d) a child is stillborn, where the child was a member of their family, including a member of their household.
- 53.2 Compassionate leave for an occasion may be taken as 3 consecutive days or in separate periods totalling 3 days. This can include part days.
- 53.3 For casual employees, compassionate leave is unpaid.
- 53.4 An employee may be asked to provide evidence to support their absences on compassionate leave.
- 53.5 Untaken compassionate leave does not accumulate from year to year and will not be paid out if an employee's employment ends. Further information can be found in ASIC's Leave Policy.

## **54. Parental Leave**

- 54.1 A primary caregiver, secondary caregiver and ML Act is defined in the definitions section.
- 54.2 An employee who is a primary caregiver or secondary caregiver is entitled to parental leave up until 24 months from the date of the child's birth or placement (parental leave period). For the avoidance of doubt, this is inclusive of all legislated leave entitlements. The parental leave period does not extend non-ongoing employment where the employment period remaining is less than 24 months. An employee is only eligible for parental leave with pay as either a primary caregiver or a secondary caregiver for the particular parental leave period, and cannot switch roles for the purpose of accessing additional paid leave.
- 54.3 For the pregnant employee, the parental leave period starts on commencement of maternity leave as per ML Act requirements, and ceases 24 months from the date of birth. Medical certification requirements for the pregnant employee will be as required by the ML Act.
- 54.4 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**

- 54.5 An employee is entitled to parental leave with pay as per clauses 54.7 and 54.8 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.
- 54.6 Employees newly engaged or who have moved to ASIC from another APS agency are eligible for the paid parental leave in clauses 54.7 and 54.8 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 clauses 54.7 and 54.8, the balance is available to the employee.

- 54.7 An employee who is a primary caregiver is entitled to parental leave with pay during the parental leave period to a maximum of 18 weeks as provided in Table 1 below.

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

Paid leave entitlement under the ML Act	Additional parental leave with pay under this Agreement for the primary caregiver
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

- 54.8 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**

Period which coincides with the parental leave period for the secondary caregiver	Parental Leave with pay under this Agreement
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 25 October 2026	14 weeks, or top up to 14 weeks where a lesser period of parental leave has already been provided
On and from 26 October 2026	18 weeks, or top up to 18 weeks where a lesser period of parental leave has already been provided

- 54.9 **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.
- 54.10 **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.
- 54.11 **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**

- 54.12 An employee who is a primary caregiver or secondary caregiver is entitled to parental leave in accordance with this Agreement for adoption or long-term foster care, provided that the child:
- (a) is under 16 as at the day (or expected day) of placement;
  - (b) has not lived continuously with the employee for a period of six months or more as at the day (or expected day) of placement; and
  - (c) is not (otherwise than because of the adoption) a child of the employee or the employee's spouse or de facto partner.
- 54.13 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**

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

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

#### **Pregnancy loss leave**

- 54.16 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.
- 54.17 Pregnancy loss leave is in addition to entitlements to compassionate leave for miscarriage provided under the FW Act and this Agreement.

#### **Premature birth leave**

- 54.18 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**

- 54.19 Employees eligible for paid leave under the ML Act are required under legislation to use their paid maternity leave first. In this circumstance, the employee may postpone their paid premature birth leave otherwise payable under clause 54.18 until after the legislated paid maternity leave is used.

#### **Return to work after parental leave**

- 54.20 An employee returning to work after parental, maternity, adoption or foster carer's leave is entitled to:
- (a) the employee's pre-parental leave position; or
  - (b) if that position no longer exists—an available position for which the employee is qualified and suited, nearest in status and pay to the pre-parental leave position; and
  - (c) request flexible working arrangements in accordance with section 65 of the Act. Further details are available in ASIC's Flexible Work Arrangements policy.

### **55. Defence Reservist leave**

- 55.1 ASIC will give an employee leave with or without pay to undertake:
- (a) Australian Defence Force (ADF) Reserve and Continuous Full Time Service (CFTS) and
  - (b) Australian Defence Force Cadet obligations.
- 55.2 An employee who is a Defence Reservist can take leave with pay for:
- (a) up to 4 weeks' (20 days) in each financial year (pro-rata for part-time employees), and
  - (b) an extra 2 weeks (10 days) in the first year of ADF Reserve Service (pro-rata for part-time employees).
- 55.3 Leave can be built up and taken over 2 consecutive years. This includes the extra 2 weeks in the first year of service.
- 55.4 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 Cadet means:
- (a) Australian Navy Cadets;
  - (b) Australian Army Cadets; and
  - (c) Australian Air Force Cadets.

- 55.5 In addition to the entitlement at clause 55.2 paid leave may be granted to an employee to attend an interview or medical examination in connection with the enlistment of the employee in a Reserve Force of the Defence Force.
- 55.6 Paid Defence Reservist leave counts for service.
- 55.7 Unpaid Defence Reservist leave for 6 months or less counts as service for all purposes. This includes periods of CFTS.
- 55.8 Unpaid leave taken over 6 months counts as service except for annual leave.
- 55.9 An employee will not need to pay their tax free ADF Reserve salary to their agency for any reason.

## **56. Emergency Response Leave**

- 56.1 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:
  - (a) the time engaged in the activity;
  - (b) reasonable travelling time; and
  - (c) reasonable recovery time.
- 56.2 Full-time and part-time employees will be able to access up to 20 working days of paid emergency response leave per year if required. The CEO may provide additional emergency response leave with pay.
  - (a) For the purposes of this clause, full rate of pay is to be as if the employee was at work.
- 56.3 Paid leave may be refused where the employee's role is essential to ASIC's response to the emergency.
- 56.4 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.
- 56.5 The CEO may approve reasonable paid or unpaid leave for ceremonial duties and training.
- 56.6 Emergency response leave, with or without pay, will count as service.

## **57. Long Service Leave**

- 57.1 An employee is eligible for long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.
- 57.2 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 64 of this Agreement.

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

### **NAIDOC Leave**

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

### **First Nations ceremonial leave**

- 58.3 First Nations employees may access up to 6 days of paid leave over 2 years to participate in significant activities associated with their culture or to fulfil ceremonial obligations.
- 58.4 The CEO may approve additional leave for cultural or ceremonial purposes as miscellaneous leave, with or without pay.
- 58.5 First Nations ceremonial Leave can be taken as part days.
- 58.6 First Nations ceremonial leave is in addition to compassionate and bereavement leave.



## **Cultural leave**

- 58.7 The CEO may grant up to 3 days of paid leave per annum for the purpose of attending significant religious or cultural obligations associated with the employees' particular faith or culture.
- 58.8 The CEO may approve additional leave for cultural purposes as miscellaneous leave, with or without pay.
- 58.9 Cultural leave can be taken as part days
- 58.10 For the avoidance of doubt, this leave does not cover cultural purposes or obligations which are eligible for paid leave under clause 58.3.

## **59. Jury Duty**

- 59.1 Employees who are required by a court to attend either for jury selection, or to act as a juror, will be released from duty for the required period, without the need to apply for leave.
- 59.2 Full and part-time employees will be released from duty on full pay. Payment for casuals will be as per the relevant state legislation.
  - (a) For the purposes of this clause, full rate of pay is to be as if the employee was at work.
- 59.3 The employee is required to inform their people leader before they are released from duty and provide evidence of the need to attend.
- 59.4 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 ASIC for the period of absence. This will be administered in accordance with the overpayments clause.

## **60. Leave to attend proceedings**

- 60.1 An employee giving evidence before a Court, Tribunal or Royal Commission on behalf of the Commonwealth or a Commonwealth party in the course of their duties, will be considered on duty.
- 60.2 An employee who is not covered under clause 60.1 and is required to give evidence to, appear before or attend to instruct a representative at a Court, Tribunal or Royal Commission in relation to their duties will be released from duty without loss of pay. This includes in proceedings relating to a dispute between the employee and ASIC.
- 60.3 An employee may otherwise be granted paid or unpaid miscellaneous leave by ASIC 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.
- 60.4 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.

## **61. Miscellaneous Leave**

- 61.1 ASIC may grant leave of absence to an employee, including a casual employee, in appropriate circumstances. Further information can be found in ASIC's Leave Policy. Leave may be granted:
  - (a) for the period requested or for another period up to a maximum of 12 months with the option for extension;
  - (b) with or without pay; and
  - (c) subject to conditions.
- 61.2 ASIC will provide advice to an employee of a decision to refuse leave.

## **62. Public Holidays**

- 62.1 Employees are entitled to the following holidays each year as observed at their normal work location in accordance with the FW Act:
  - (a) New Year's Day (1 January)

- (b) Australia Day (26 January)
  - (c) Good Friday
  - (d) Easter Monday
  - (e) Anzac Day (25 April)
  - (f) 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);
  - (g) Christmas Day (25 December)
  - (h) Boxing Day (26 December) and
  - (i) 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.
- 62.2 If a public holiday falls on a Saturday or Sunday, and if under a State or Territory law, a day or part day is substituted for one of the public holidays listed above, then the substituted day or part day is the public holiday.
- 62.3 The people leader 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.
- 62.4 The people leader 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.
- 62.5 Where an employee substitutes a public holiday for another day, they will not be paid penalty rates for working their normal hours on the public holiday.
- 62.6 Where a public holiday falls during a period when an employee is absent on leave (other than annual leave or paid personal/carer's 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.)

### **63. Christmas Closedown**

- 63.1 ASIC 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.
- 63.2 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. There will be no deduction from annual or personal/carer's leave credits for the closedown days.
- 63.3 Where an employee is absent on long service leave, parental leave, or leave without pay, payment for the Christmas closedown provision will be in accordance with the entitlement for that form of leave.
- 63.4 Where ASIC directs an employee to work during their ordinary hours on the working days between Christmas and New Year's Day to provide essential services, the employee will receive time off in lieu or overtime at the rate of double time and a half for hours worked. For duty within an employee's ordinary hours of work this is calculated at time and a half as the employee is already being paid for the day. For duty outside an employee's ordinary working hours the employee will be eligible for time off in lieu or overtime at double time and a half. Further information can be found in ASIC's Leave Policy.

## **64. Re-crediting of leave**

64.1 When an employee is on:

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

becomes eligible for, under legislation or this Agreement:

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

the affected period of leave will be re-credited.

64.2 When an employee is on personal/carer's leave and becomes eligible for parental leave, premature birth leave, stillbirth leave or pregnancy loss leave, the affected period of leave will be re-credited.

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

## Part H - Employee support and workplace culture

### 65. Blood donation

- 65.1 An employee can take reasonable time away from duty during their ordinary work hours to donate blood, plasma or platelets. This shall include reasonable travel time and ASIC will consider employees on duty.
- 65.2 The employee must inform their people leader in advance of when they will be away from work with their manager before donating blood, plasma or platelets.

### 66. Vaccinations

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

### 67. Employee Assistance Program

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

### 68. Respect at work

#### *Principles*

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

- 68.3 ASIC will consult with employees and their unions and/or other representatives in developing, reviewing and evaluating approaches to prevent sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace.

### 69. Disaster Support

- 69.1 Where an official disaster or emergency is declared and this prevents an employee from reasonably attending work, or where it impacts their household or home, the CEO will consider flexible working arrangements to assist the employee to perform their work.
- 69.2 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.
- 69.3 In considering what period of leave is appropriate, the CEO will take into account the safety of the employee, their family (Including their household) and advice from local, State and Commonwealth authorities.

## 70. Family and Domestic Violence Support

- 70.1 ASIC recognises that employees sometimes face situations of family and domestic violence or other forms of abuse in their personal lives that may affect their attendance or performance at work. ASIC wishes to assist those employees by providing support as set out below.
- 70.2 ASIC will provide family and domestic violence leave in accordance with the provisions set out in the NES.
- 70.3 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:
- (a) illness or injury affecting the employee resulting from family and domestic violence;
  - (b) 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;
  - (c) 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;
  - (d) making arrangements for the employee's safety, or the safety of a close relative;
  - (e) accessing alternative accommodation;
  - (f) accessing police services;
  - (g) attending court hearings;
  - (h) attending counselling; and
  - (i) attending appointments with medical, financial or legal professionals.
- 70.4 In addition to the support set out in 70.2, if an employee is entitled to family and domestic violence leave in accordance with the NES, ASIC may also provide the following assistance to enable the employee to undertake activities to deal with the impact of that violence:
- (a) allow the employee to use paid leave from their accrued personal/carer's leave; and
  - (b) consider any request made by the employee for:
    - i. further paid or unpaid leave in accordance with clause 61;
    - ii. changes to the employee's hours of work;
    - iii. relocation to suitable employment elsewhere within ASIC (subject to business requirements);
    - iv. a change of telephone number or email address to avoid being contacted by a violent person;
    - v. any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.
- 70.5 ASIC may require evidence from employees seeking to take domestic violence leave under clause 70.4(a), in the form of a letter from the police, a court, a lawyer, a domestic violence service or a statutory declaration from the employee.
- 70.6 Personal information concerning domestic violence will be kept confidential in line with ASIC's policies and relevant privacy legislation.
- 70.7 Paid miscellaneous leave available under this clause is paid for permanent and temporary employees at their full rate as if they were at work.
- 70.8 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.
- 70.9 ASIC 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.

## **71. Lactation and breastfeeding support**

- 71.1 Reasonable paid time during work hours will be provided for lactation breaks for breastfeeding, expressing milk and other associated activities.
- 71.2 ASIC will provide access to appropriate facilities for the purpose of breastfeeding or expressing milk, subject to clause 71.3 In considering whether a space is appropriate, an agency should consider whether:
- (a) there is access to refrigeration;
  - (b) the space is lockable; and
  - (c) there are facilities needed for expressing such as appropriate seating.
- 71.3 Where it is not practicable for an ASIC site to have a designated space, a flexible approach will be taken so that the employee can access the support required.
- 71.4 ASIC will facilitate discussion between individual employees and their people leaders about accommodating the employee's lactation needs and practical arrangements to meet these needs.
- 71.5 The people leader 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.

## Part I – Employee Development

### 72. Performance Development

- 72.1 ASIC's Performance Development Policy encourages a high-performance culture in ASIC by:
- (a) active engagement and contribution from both the employee and their people leader,
  - (b) aligning organisational objectives with individual performance goals and providing real time feedback,
  - (c) development conversations and regular feedback that supports career advancement opportunities and pathways for employees,
  - (d) regular conversations between employees and their people leaders enabling them to collaboratively set clear goals which provides role clarity, and
  - (e) managing underperformance promptly and appropriately through regular conversations so that performance can be lifted.
- 72.2 The Performance Development Policy is applied across ASIC and includes:
- (a) agreement of responsibilities and expected standards of performance including personal and interpersonal skills consistent with ASIC's values, Code of Conduct and Corporate Plan,
  - (b) continuous, clear, honest and timely performance feedback,
  - (c) personal development discussions and planning that facilitate career planning and
  - (d) a rating scale is used to assess performance which includes the following ratings: outstanding, exceeding, achieving and unsatisfactory.
- 72.3 The performance development cycle will run from August to July each year.
- 72.4 All people leaders and employees are required to comply with the Performance Development Policy.
- 72.5 Each year, employees and their people leader will establish a performance development plan.
- 72.6 If a people leader has concerns that an employee's performance is not meeting expectations during the performance development cycle, the people leader should provide feedback as soon as practicably possible identifying the nature of the unsatisfactory performance.
- 72.7 Employees may also provide feedback to their people leaders to inform the assessment of the employees' performance.
- 72.8 Further information on performance development can be found in ASIC's Performance Development Policy and guidelines and processes referred to therein.

### 73. Managing Underperformance

- 73.1 If an employee's performance is rated as "Unsatisfactory" at any time during the performance cycle their people leader will assist the employee to return to an "achieving" rating based on the following principles. The people leader will:
- (a) identify and action issues with a view to returning the employee's performance to an achieving level,
  - (b) apply procedural fairness principles at each stage of the process and
  - (c) give the employee the opportunity to have the assistance of a support person or representative at any point during a performance management process.

Further information is available in the Performance Development Policy and associated Underperformance Procedural Guidelines.

## Unsatisfactory

- 73.2 Where during an end of year review, a people leader has assessed an employee's performance against their performance agreement and given them a rating of "unsatisfactory" the people leader will:
- (a) advise the employee in writing of why their performance is rated "unsatisfactory" and will provide reasons for that rating,
  - (b) inform them of the consequences if their performance does not improve as set out in the Performance Development Policy and associated Underperformance Procedural Guidelines,
  - (c) give the employee a reasonable opportunity to respond either verbally or in writing,
  - (d) give the employee a reasonable opportunity to have a support person or a representative present at any discussion or meeting, and
  - (e) create a Performance Improvement Plan as outlined in the Performance Development Policy and associated Underperformance Procedural Guidelines.
- 73.3 If an employee is on a Performance Improvement Plan, and at the end of the assessment period, the employee's performance is still assessed as being "unsatisfactory", ASIC may issue a notice to the employee of intention to:
- (a) allocate reasonable alternate duties (if available) to the employee,
  - (b) reduce the employee's classification, if this is practicable and work is available at a lower level,
  - (c) cease a period of higher duties earlier if the underperformance relates to higher duties acting, or
  - (d) terminate the employee's employment.
- 73.4 The employee will have at least 7 days to show cause why this action should not be taken. ASIC or its representative has the discretion to extend this period in special circumstances.

## 74. Learning and Development Opportunities and the Study Assistance Procedure

- 74.1 ASIC encourages employees to undertake formal study, and assistance is available for courses of study at tertiary and higher education institutions, and other vocational education courses, where the study is agreed as part of the employee's development plan.
- 74.2 ASIC's Learning and Development Policy and Study Assistance Procedures provide further information on the administration of the study assistance program including financial assistance and time off work to travel to and attend classes, undertake examinations, or for other study purposes.
- 74.3 Employees may also apply for leave for study purposes outside the Study Assistance Procedure. Such applications will be considered under the Other Leave provisions.
- 74.4 ASIC will provide reasonable access to, and funding for, credential building opportunities relevant to the role and function of ASIC. For further information, refer to ASIC's Learning and Development Policy and Studies Assistance Procedures.

## 75. Recognition of professional standing

- 75.1 Titles such as Accountant, Analyst, Investigator or Lawyer will be used to recognise specialist occupations including professional networks and maintenance of skill development as required.
- 75.2 ASIC may establish professional practice groups for accountants, investigators, lawyers, market analysts and other relevant groupings, to ensure continuation and enhancement of professional skills, qualifications and standing.



## Attachment A – Salary Rates

			Effective 27 October 2023	Effective 27 October 2024	Effective 27 October 2025
ASIC Classification	Advancement Point	Annual Base Salary Oct 22	4%	3.8%	3.4%
ASIC1	Step 1	\$49,191	\$51,159	\$53,103	\$54,908
	Step 2	\$50,849	\$52,883	\$54,893	\$56,759
	Step 3	\$52,224	\$54,313	\$56,377	\$58,294
	Step 4	\$54,369	\$56,544	\$58,692	\$60,688
ASIC2	Step 1	\$57,209	\$59,497	\$61,758	\$63,858
	Step 2	\$58,710	\$61,058	\$63,379	\$65,533
	Step 3	\$60,236	\$62,645	\$65,026	\$67,237
	Step 4	\$61,739	\$64,209	\$66,648	\$68,915
	Step 5	\$63,412	\$65,948	\$68,455	\$70,782
	Step 6	\$65,061	\$67,663	\$70,235	\$72,623
	Step 7	\$66,714	\$69,383	\$72,019	\$74,468
	Step 8	\$68,445	\$71,183	\$73,888	\$76,400
ASIC3	Step 1	\$72,921	\$75,838	\$78,720	\$81,396
	Step 2	\$74,821	\$77,814	\$80,771	\$83,517
	Step 3	\$76,740	\$79,810	\$82,842	\$85,659
	Step 4	\$78,829	\$81,982	\$85,097	\$87,991
	Step 5	\$81,301	\$84,553	\$87,766	\$90,750
	Step 6	\$83,588	\$86,932	\$90,235	\$93,303
ASIC4	Step 1	\$87,259	\$90,749	\$94,198	\$97,401
	Step 2	\$89,651	\$93,237	\$96,780	\$100,071
	Step 3	\$94,156	\$97,922	\$101,643	\$105,099
	Step 4	\$97,804	\$101,716	\$105,581	\$109,171
	Step 5	\$100,738	\$104,768	\$108,749	\$112,446
	Step 6	\$103,760	\$107,911	\$112,011	\$115,820
EL1	Step 1	\$114,351	\$118,925	\$123,444	\$127,641
	Step 2	\$117,382	\$122,077	\$126,716	\$131,025
	Step 3	\$122,022	\$126,903	\$131,725	\$136,204
	Step 4	\$126,072	\$131,115	\$136,097	\$140,725
	Step 5	\$129,854	\$135,048	\$140,180	\$144,946
	Step 6	\$133,750	\$139,100	\$144,386	\$149,295
	Step 5*	\$132,272	\$137,563	\$142,790	\$147,645
EL2	Step 1	\$136,240	\$141,690	\$147,074	\$152,074
	Step 2	\$139,193	\$144,761	\$150,262	\$155,371
	Step 3	\$142,145	\$147,831	\$153,448	\$158,666
	Step 4	\$146,897	\$152,773	\$158,578	\$163,970
	Step 5	\$150,654	\$156,680	\$162,634	\$168,164
EL2	Step 6	\$152,856	\$158,970	\$165,011	\$170,621
	Step 7	\$156,162	\$162,408	\$168,580	\$174,312
	Step 8	\$162,408	\$168,904	\$175,323	\$181,284
	Step 9	\$165,349	\$171,963	\$178,498	\$184,566
	Step 10	\$171,963	\$178,842	\$185,637	\$191,949
	Step 11	\$174,537	\$181,518	\$188,416	\$194,822
	Step 12	\$181,517	\$188,778	\$195,951	\$202,614

Dotted line indicates soft barrier between steps.

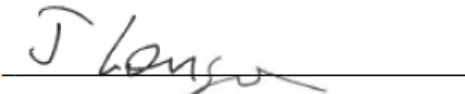
\* Employees at EL1 Step 5 of the 2019-2022 Agreement who are not eligible for a step progression in the 2023/24 performance year will maintain their current salary.

**Australian Securities and Investments Commission Enterprise Agreement 2024 - 2026**

**Signature Page**

**Employer**

Signed on behalf of the Australian Securities and Investments Commission by Joseph Longo, Chairperson.

Signature: 

Date: 22 February 2024

Address: Level 5, 100 Market Street, Sydney, NSW 2000

The Chairperson has authority to sign the Enterprise Agreement by virtue of the Australian Securities and Investments Commission Act 2001.

---

**Employee Bargaining Representative**

Signed by Beth Vincent-Pietsch, Deputy National President, on behalf of the Community and Public Sector Union as Bargaining Representatives.

Signature: 

Date: 29/2/24

Address: 4/224 Bunda Street, Canberra City, ACT 2601

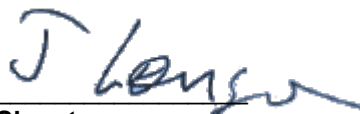
The Deputy Secretary has the authority to sign the Enterprise agreement by virtue of the rules of the Community and Public Sector Union.

**AUSTRALIAN SECURITIES AND INVESTMENTS COMMISSION****Applicant****Section 185 – Application for approval of a single enterprise agreement****Undertakings – section 190**

I, Joseph Longo, Chairperson, have the authority given to me under the *Australian Securities and Investments Commission Act 2001*, to give the following undertakings on behalf of the Australian Securities and Investments Commission with respect to the *Australian Securities and Investments Commission Enterprise Agreement 2024-2026 (the Agreement)*:

1. Part-time employees will be engaged for no less than three hours per day (or an alternative period agreed by ASIC and the employee) or, failing that, will be paid as if engaged for three hours on that day.
2. Before part-time duty commences, ASIC will notify the employee in writing of:
  - a. the employee's prescribed weekly hours of duty; and
  - b. the employee's pattern of hours to be worked including starting and finishing times for employees (other than shiftworkers), on each or any day of the week, Monday to Friday, within the limits of the span of hours specified for an equivalent full-time employee.
3. For the purposes of clause 28.1 of the Agreement, where a role needs to be filled for at least half a working day, higher duties allowance will be paid to any employee temporarily occupying the role acting at a classification level higher than their substantive classification level where the acting classification level is between ASIC1 to ASIC4.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature

**18 March 2024**

Date