



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Australian Curriculum Assessment and Reporting Authority (ACARA)
(AG2017/4334)

ACARA ENTERPRISE AGREEMENT 2017

Commonwealth employment

DEPUTY PRESIDENT KOVACIC

CANBERRA, 10 OCTOBER 2017

Application for approval of the ACARA Enterprise Agreement 2017.

[1] An application has been made for approval of an enterprise agreement known as the *ACARA Enterprise Agreement 2017* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Australian Curriculum Assessment and Reporting Authority (ACARA). The Agreement is a single enterprise agreement.

[2] Subject to concerns that have been addressed by way of undertakings, I am satisfied that each of the requirements of ss.186, 187 and 188 of the Act as are relevant to this application for approval have been met.

[3] As noted, pursuant to s.190(3), I have accepted undertakings from Australian Curriculum Assessment and Reporting Authority (ACARA). In accordance with s.191(1) of the Act the undertakings are taken to be a term of the Agreement. A copy of the undertakings are attached to this decision.

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

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 17 October 2017. The nominal expiry date of the Agreement is 17 October 2020.



Printed by authority of the Commonwealth Government Printer

<Price code G, AE425671 PR596680>

Annexure A

Attachment A:

Undertaking for attachment to ACARA Enterprise Agreement 2017

ACARA will undertake that notwithstanding clause 17. Superannuation of the ACARA Enterprise Agreement 2017, eligible employees will receive compulsory employer superannuation contributions in accordance with the Superannuation Legislation Amendment (Choice of Superannuation Funds) Act 2004 and other related legislation. Where an employee does not elect their choice of fund, in accordance with related legislation, ACARA will make contributions to a default superannuation fund that is a MySuper product.



Robert Randall
Chief Executive Officer
ACARA

ACARA Enterprise Agreement 2017

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 the agreement.

Table of Contents

Part 1 – Application and Operation of Agreement	3
Part 2 – Dispute Resolution	6
Part 3 – Employment Types	8
Part 4 – Remuneration and Benefits	10
Part 5 – Hours of Work.....	13
Part 6 – Leave.....	16
Part 7 – Employee Performance and Development	21
Part 8 – Termination of Employment	24
Part 9 – Workplace Arrangements	28
Part 10 – Workplace Change.....	31
Part 11 – Signatories.....	34
Schedule A – Classification Levels and Salaries.....	35

Part 1 – Application and Operation of Agreement

1. Agreement Title

- 1.1. This Agreement will be known as the “ACARA Enterprise Agreement 2017” and is made pursuant to Part 2-4 of the *Fair Work Act 2009 (Cth)*.

2. Period of Operation

- 2.1. This Agreement comes into operation on the seventh day after the date of approval by The Fair Work Commission and will nominally expire 3 years after the Agreement takes effect.

3. Coverage

- 3.1. This Agreement covers:
 - (i) Australian Curriculum, Assessment and Reporting Authority, hereinafter referred to as ACARA.
 - (ii) ACARA employees, except for those employees and persons excluded below.
- 3.2. This Agreement does not apply to:
 - (i) Executive managers, or those contracted to act in an executive position.
 - (ii) Contractors, temporary staff, consultants and secondees.
- 3.3. For the avoidance of doubt, this Agreement does not set the terms and conditions of employment for the CEO, or other executive managers as defined.

4. Definitions

- 4.1. ‘Act’ means the *Fair Work Act 2009 (Cth)*.
- 4.2. ‘Base Rate of Pay’ means the annual base rate of pay for the relevant classification pursuant to clause 15 of this Agreement. The base rate of pay excludes all allowances and bonuses.
- 4.3. ‘CEO’ means ACARA’s Chief Executive Officer.
- 4.4. ‘Consultant’ means a person, whether managed directly or through a company, who provides expert professional advice and who is not directly employed by ACARA.
- 4.5. ‘Contract of employment’ means the individual employment contract that sets out the terms and conditions of employment.
- 4.6. ‘Contractor’ means a person or company that undertakes a contract to provide a service for ACARA.
- 4.7. ‘Employee’ means the employees of the employer who fall within the coverage of clause 3.
- 4.8. ‘Employer’ means the Australian Curriculum, Assessment and Reporting Authority (ACARA).

- 4.9. 'Executive manager' means the most senior level of management and positions classified at 'Executive' level. This includes the CEO, General Managers, Directors and, C-Suite members of the executive.
- 4.10. 'FWC' means Fair Work Commission.
- 4.11. 'Immediate family' means an employee's spouse, de facto partner, child, parent, grandparent, grandchild, sibling, aunt, uncle, or cousin; including:
- (i) former spouse or former de facto partner; or
 - (ii) child, parent, grandparent, grandchild or sibling of the employee's spouse or de facto partner, including former spouse or former de facto partner.
- 4.12. 'NES' means the National Employment Standards.
- 4.13. 'Reasonable Additional Hours' means reasonable time worked beyond standard hours, as outlined in Section 62 of the NES.
- 4.14. 'Seconded' means a person who is transferred temporarily to ACARA, and who remains an employee of their existing employer.
- 4.15. 'Temporary staff' means a person engaged through a recruitment agency or labour hire firm.

5. Workplace Practices

- 5.1. The broad aim of this Agreement is to support ACARA in meeting its functions as set out in s6 of the *Australian Curriculum, Assessment and Reporting Authority Act 2008 (Cth)* while promoting harmonious, productive and cooperative workplace relations and ensuring compliance with Commonwealth and, where applicable, State workplace laws.
- 5.2. It is the objective of the parties to this Agreement to implement workplace practices that:
- (i) Align to the business objectives outlined in ACARA's Work Plan approved by the Ministerial Council or other work as required and funded by the Commonwealth and / or other states and territories;
 - (ii) Are affordable within the approved budget and funding constraints;
 - (iii) Encourage and develop employee engagement, satisfaction, and development opportunities;
 - (iv) Attract an agile and skilled workforce that is able to meet the challenges and changing operational requirements; and
 - (v) Are balanced in approach to meet both business and employee needs.
- 5.3. ACARA is committed to providing flexible working arrangements to assist employees in achieving an appropriate balance between their work and personal lives. Employees recognise the need to balance these flexibilities with ACARA's requirement to efficiently and effectively perform its functions.

6. Relationship to Other Instruments

- 6.1. Subject to the Act and except where this Agreement expressly provides otherwise, this Agreement operates to the exclusion of any other agreement, award, or industrial instrument.
- 6.2. The operation of this Agreement is supported by ACARA policies that, as amended from time to time, will continue to apply to all employees. Policies, procedures, guidelines and the Code of Conduct, whether referred to in this Agreement or not, do not form part of this Agreement.
- 6.3. Where there is any inconsistency between the policies, procedures and guidelines and the terms of this Agreement, the express terms in this Agreement will prevail.

7. Consultation with Employees

- 7.1. Human Resources and executive managers are committed to consulting with employees, and where they choose, their representatives on matters related to the implementation of this agreement and workplace relations matters. Executive managers retain discretion for all decisions related to workplace relations matters and the implementation of this Agreement.
- 7.2. ACARA will make proposed changes to any policies, procedures and guidelines that are in place to support the operation of this Agreement, available to employees, and where they choose their representatives, for comment and feedback for a period of not more than two (2) weeks. ACARA will take into account any comments or feedback received in relation to the proposed changes prior to the policy, procedure or guideline being finalised.

Part 2 – Dispute Resolution

8. Resolving Disputes

- 8.1. This term sets out procedures to settle disputes and applies if a dispute relates to:
- (i) a matter arising under the agreement; or
 - (ii) the National Employment Standards.
- 8.2. An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- 8.3. In the first instance, the parties to the dispute must try to resolve the matter, by discussions between the employee or employees and relevant manager.

9. Disputes Referred to the Fair Work Commission

- 9.1. If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission.
- 9.2. The Fair Work Commission may deal with the dispute in 2 stages:
- (i) 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
 - (ii) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - (a) arbitrate the dispute; and
 - (b) 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.

- 9.3. A decision that Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.
- 9.4. While the parties are trying to resolve the dispute using the procedures in this term:
- (i) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
 - (ii) 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:
 - (a) the work is not safe; or
 - (b) applicable occupational health and safety legislation would not permit the work to be performed; or
 - (c) the work is not appropriate for the employee to perform; or

- (d) there are other reasonable grounds for the employee to refuse to comply with the direction.

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

Part 3 – Employment Types

10. Types of Employment

- 10.1. An employee covered by this Agreement may be employed on a:
- (i) Ongoing;
 - (ii) Fixed term; or
 - (iii) Casual basis.
- 10.2. Ongoing employment is where an employee has been engaged by ACARA on an ongoing and continuing basis with no specified end date.
- 10.3. Subject to clause 11, fixed term employment is where an employee is engaged either for a specified period of time or for a specific time-limited task or project.
- 10.4. All new employees (excluding casual employment) will be engaged pursuant to a probationary period not less than 3 months, and not greater than 6 months.
- 10.5. Where a fixed term employee is engaged on consecutive engagements (including roll-over) or as an ongoing employee without a break in service, the entire period of fixed term employment will count as service.
- 10.6. Full time and part time employees are able to access flexitime arrangements, in accordance with clause 22.

11. Fixed Term Employment

- 11.1. Fixed term employees may be employed up to 3 years for the following purposes:
- (i) Undertaking specified tasks or projects;
 - (ii) Meeting fluctuating employment needs and unexpected increased workloads;
 - (iii) Replacement of employees proceeding on approved leave;
 - (iv) Filling a vacancy resulting from an employee undertaking a temporary assignment or secondment; or
 - (v) Filling a vacant role whilst a review of the required capabilities is undertaken.
- 11.2. The initial period of engagement may be extended conditional on funding for a specified period and the delivery of the same specific time-limited task or project the employee was originally engaged for.
- 11.3. Human Resources will provide an employee on fixed-term employment with written notice (including email) of at least 4 weeks should there be an intention to renew employment upon the expiry of the contract.

12. Part Time Employment

- 12.1. Part-time employees are entitled on a pro-rata basis to equivalent pay and conditions to those of full time employees. This excludes expense related allowances and reimbursements and where otherwise required by legislation or as stated in this Agreement.
- 12.2. At the time of engagement (or upon variation of a contract), the employer and a part-time employee will agree in writing on a regular pattern of work, including the days of the week the employee will work. If there are specific operational requirements, or agreement cannot be reached, the executive manager will determine the regular pattern of work.

13. Casual Employment

- 13.1. Casual employment is where a person is employed by ACARA on an irregular and intermittent basis with no fixed hours and no expectation of continuing employment.
- 13.2. Casual employees are employed on an hourly basis and receive a 23% casual loading on the ordinary hourly rate, which is in lieu of annual leave, sick leave, and public holidays on which the employee is not rostered to work and/or does not work.
- 13.3. One day's notice is sufficient to terminate a casual employee's employment.

Part 4 – Remuneration and Benefits

14. Classification Levels and Salaries

- 14.1. All employees covered by this agreement will be appointed to positions classified according to Schedule A.
- 14.2. New employee appointments to any position, as well as internal appointments to a higher classification, will be payable between the minimum and the midpoint of the range for their level, except where otherwise recommended by the executive manager and Manager Human Resources, and approved by the CEO.
- 14.3. The CEO may approve salary movements within range or classification in other circumstances.

15. Base Salary

- 15.1. Full-time employees will receive an annual base rate of pay according to their relevant classification. Part-time employees will be paid a pro-rata amount of the full-time annual base rate of pay.
- 15.2. Base salary increases under this Agreement will be paid as per Schedule A, which contains the classification levels and salaries.
- 15.3. An employee's base salary will be increased annually in line with Schedule A, until it reaches the maximum pay point in the range for their classification.
- 15.4. Where payment of the full base salary increase would result in the employee's base salary exceeding the maximum pay point for their classification, the amount of the increase will be capped at the maximum pay point.
- 15.5. The first base salary increase will be paid on the date of commencement of the Agreement. All base salary increases will be paid as per Schedule A.

16. Merit Adjustments

- 16.1. For an employee to be eligible for an annual merit adjustment, they must have:
 - (i) completed a minimum of 6 months' employment with ACARA on 30 June in the relevant year; and
 - (ii) met the performance requirements of the job for which they are being paid as evidenced by a performance and recognition outcome of 'Achieved'.
- 16.2. Merit adjustments under this Agreement will be backdated to 1 July each year, and paid no later than 1 October in the same year.
- 16.3. Merit adjustments will be paid to eligible employees as follows:
 - (i) Employees engaged on a Step of a classification, will progress 1 Step.
 - (ii) Employees on the top Step of a classification or engaged within the Continuous Pay Zone of a classification, will receive a 1% adjustment to their base salary, calculated on the employees 30 June salary.

- 16.4. Employees recommended by their executive manager, who performed above the expectations of the position, may receive a one-off cash payment equivalent to 1% of their base salary, in addition to subclause 16.3. One-off cash payments must be approved by the CEO, and calculated on the employees 30 June salary.

17. Superannuation

- 17.1. For each eligible employee, ACARA will make compulsory employer superannuation contributions in accordance with the *Superannuation Legislation Amendment (Choice of Superannuation Funds) Act 2004* and other related legislation.
- 17.2. Where an employee does not elect a superannuation fund in accordance with this clause, ACARA will make contributions to its default superannuation fund.
- 17.3. In accordance with the rules of the appropriate superannuation scheme, the employer will make superannuation contributions while an employee is on any periods of paid parental leave.
- 17.4. ACARA will provide an employer contribution of 10.50% for the term of this Agreement, unless the *Superannuation Guarantee Act* increases the Superannuation Guarantee Charge (SGC) above this rate.

18. Higher Duties

- 18.1. Employees may be requested (with agreement), to temporarily undertake the duties of a position classified at a higher level than their substantive position, in order to:
- (i) enable ACARA to manage short-term absences and temporary work requirements; and
 - (ii) enable employees to develop or enhance skills and demonstrate higher level capabilities.
- 18.2. Where an employee is temporarily assigned duties at a higher classification level for a continuous period of 21 working days or more, or a shorter period which is then extended to or beyond 20 working days, a higher duties allowance will be payable according to classification ranges, and subject to:
- (i) An employee undertaking duties at a higher-level classification will receive a salary increase of not less than 5% and no greater than 10% of the employee's existing base salary, or as approved by the CEO.
- 18.3. Where it is not possible to reach the minimum higher duties classification pay point by applying subclause 18.2 (i), the employee's base salary will be lifted to the minimum pay point of the higher duties classification.
- 18.4. If ACARA requires higher duties to be performed for a period of more than 3 months, the employee's executive manager will advertise the role internally and request expressions of interest. If no interest is expressed, the employee's executive manager may nominate an employee to fill the role provided that each 3 months' further expressions of interest will be sought.
- 18.5. Higher duties appointments may be extended to a maximum period of 12 months.

19. Allowances

- 19.1. Travel and meal allowance expenses will be paid in accordance with the relevant ATO taxation determination.

Part 5 – Hours of Work

20. Principles

- 20.1. Managers and employees will seek to manage workloads to ensure that ACARA's work requirements can be completed within employees' ordinary hours.
- 20.2. ACARA does not encourage employees to work excessive hours and where instances of excess hours of work are identified, ACARA will use its reasonable endeavours to address the circumstances under which they arose.

21. Hours of Work

- 21.1. The ordinary hours of work for full-time employees is 70 hours per fortnight. Part time employees are engaged to work a regular pattern of work, including the days of the week which average less than 70 ordinary hours per fortnight.
- 21.2. An employee will take an unpaid rest break of between a half hour and 2 hours for every 5 hours worked.
- 21.3. The span of hours is between 7:00am and 7:00pm, Monday to Friday.
- 21.4. Employees will negotiate a pattern of hours to be worked with their manager. If agreement cannot be reached, these employees will work a standard working day of 9:00am to 5:00pm Monday to Friday, with a 1 hour rest break.
- 21.5. Employees may vary their standard working day within the span of hours with the exception of any role that has a public facing service requirement, for example receptionists.
- 21.6. An employee should not work more than 10 hours per day, unless directed by the executive manager.
- 21.7. An employee must not commence work on any day without having had a 10 hour minimum break (plus reasonable travelling time) from the previous day's work and without approval from the CEO.
- 21.8. Managers will, where possible, schedule meetings within the standard working day, taking into account issues including times zones, part time and flexible work arrangements and other work/life commitments.
- 21.9. In addition to the above, flexible arrangements are available to all employees, including flexible work arrangements outlined in clauses 47, 48 and 49. A flexible arrangement can allow employees and their manager to agree to patterns of attendance that best suits operational requirements, taking into account the employee's preferences.
- 21.10. Professional Level 4 (P4) and Manager (M1 and M2) classifications can work flexible hours with agreement of their executive manager, although this may vary depending on the nature of the employee's job. For example, they may vary hours within the span of hours over a fortnight. However, these employees are expected to exercise greater flexibility, work reasonable additional hours, and accept greater responsibility for managing their workflows than other employees. For these reasons, these employees are not part of the flexitime system (clause 22).

22. Flexible Time

- 22.1. Flexible time enables eligible employees to start and finish work at times within the span of hours.
- 22.2. Flexible time is available to employees of classifications Professional Level 3 (P3) and below, with the exception of any role that has a public facing service requirement, for example receptionists.
- 22.3. Access to flexible time requires employees to record their hours of work on ACARA's time tracking instrument.
- 22.4. For the purposes of determining flexible time, the settlement period is 4 weeks.
- 22.5. Additional hours can be accrued as flexible time credits capped at 14 hours at any time within a settlement period. Exceptions to the accrual cap may be granted at the discretion of the CEO.
- 22.6. Flexible time credits can be carried over to subsequent settlement periods, up to 30 June on any given year, with the balance then cleared to zero.
- 22.7. An employee can accrue flexible time credits up to 2 additional hours each day without manager approval.
- 22.8. Subject to operational requirements, an employee:
 - (i) can use flexible time credits for up to 1 hour each day without manager approval; and
 - (ii) with approval of their manager, can use flexible time credits to take whole or part-days off. Whole days will be limited to 1 day per fortnight.
- 22.9. Employee requests to access accrued flexible time will not be unreasonably refused by management.
- 22.10. Flexible time debits occur when an employee works less than their contracted ordinary hours per fortnight, averaged over the settlement period.
- 22.11. Flexible time debits are capped at 7 hours and can be carried over to the next settlement period. Exceptions to the debit accrual cap may be granted at the discretion of the CEO.
- 22.12. Flexible time debits may be cancelled by an equal deduction from salary, should an employee no longer continue to be employed by ACARA.

23. Time Off in Lieu (TOIL)

- 23.1. TOIL refers to hours worked in addition to an employee's ordinary hours, where the employee agrees to work those additional hours, as directed by their executive manager.
- 23.2. TOIL applies to employees in the classifications of Professional Level 3 (P3) and below.
- 23.3. TOIL accrual is capped at 5 days per quarter, and 15 days per year. Exceptions may be granted at the discretion of the CEO.
- 23.4. Employees may refuse to work unreasonable or excessive additional hours, as set out in the Act.

23.5. TOIL will accrue where an employee works:

- (i) within the span of hours (at an accrual rate of 1:1);
- (ii) outside the span of hours (at an accrual rate of 1:1), Monday to Friday
- (iii) between midnight Friday and midnight Sunday (at a rate of 1:1.5);
- (iv) without having had a minimum rest break of at least 10 hours (plus reasonable travel time) between working days (at an accrual rate of 1:2); or
- (v) on a public holiday (at an accrual rate of 1:2.5).

24. Travel for work purposes

- 24.1. Where an employee travels for official ACARA business for a period of 10 consecutive hours or more, ACARA provides reimbursement of meal expenses, subject to clause 19.
- 24.2. Where an employee is directed to travel domestically on official ACARA business, these hours count as time worked and are recognised in accordance with clause 22. Domestic travel between midnight Friday and midnight Sunday, count toward ordinary hours on a 1:1 basis.
- 24.3. Travel hours are recognised as the start and end times, less the regular time taken by the employee to commute to and from the work location. Travel hours do not include non-work time in the location which the employee has travelled to, prior to returning to their usual place of residence.

Part 6 – Leave

25. Annual Leave

- 25.1. ACARA is committed to providing work life balance for its employees and encourages employees to access their annual leave entitlements within a reasonable timeframe.
- 25.2. Annual leave is provided for in the NES as 20 days per year of service based on employee's ordinary hours of work.
- 25.3. Employees may take leave at either full pay or half pay.
- 25.4. When leave is taken at half pay, only half of the total period will be deducted from leave balance (or, conversely, that leave granted for a period twice that of leave balance deducted).
- 25.5. Employees are able to take up to 5 days annual leave in advance of accrual with the approval of the employee's executive manager.
- 25.6. Where paid leave has been granted to an employee in excess of the employee's accrued entitlement, and the employee subsequently leaves or the employer ends the employment of the employee, the employer will deduct the amount of leave in advance still owing from any remuneration payable to the employee upon termination of employment.
- 25.7. An Employee's application for annual leave will not be unreasonably refused by their manager, subject to operational requirements.
- 25.8. The employer may require an employee to take annual leave by giving at least 4 weeks' notice where 40 days (8 weeks) annual leave or more is accrued.

26. Cashing Out Annual Leave

- 26.1. Cashing out annual leave is permitted in circumstances where the employee retains at least 4 weeks accrued annual leave. Each cashing-out of an amount of annual leave will be separately and mutually agreed to in writing between the employee, Manager Human Resources and executive manager.
- 26.2. The employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.

27. Personal/Carer's Leave

- 27.1. An employee may use their accrued personal/carers' leave for the following purposes:
 - (i) personal illness or injury; or
 - (ii) to care for an immediate family or household member who is ill or injured or, for an emergency.
- 27.2. Employees are entitled to accrue 10 days paid personal/carers' leave in the first year of employment and 15 days paid personal/carers' leave for every subsequent year of employment.

- 27.3. Personal/carer's leave will continue to accrue on a progressive basis, with the exception of the employee's first year of employment when they receive an upfront credit of 5 days personal/carer's leave on commencement and the balance of their entitlement accrues progressively after 6 months' employment.
- 27.4. Personal/Carer's leave may be taken in advance of accrual, with approval of the employee's executive manager.
- 27.5. An employee must provide a medical certificate or other reasonable evidence for any absence of 3 or more consecutive working days.
- 27.6. Employees are entitled to 2 days of unpaid personal carer's leave for each occasion. An employee cannot take unpaid carer's leave if the employee could instead take paid personal/carer's leave.
- 27.7. Unused personal/carer's leave is not paid out during, or upon termination of, employment.

28. Compassionate Leave

- 28.1. All employees are entitled to compassionate leave. Compassionate leave can be taken when a member of an employee's immediate family or household dies or is suffering a life-threatening illness or injury.
- 28.2. Compassionate leave is 3 paid days each time an immediate family or household member dies or suffers a life-threatening illness or injury.

29. Community Service Leave

- 29.1. Community service leave is provided to employees in accordance with the NES for certain activities such as:
 - (i) Voluntary emergency management activities
 - (ii) Jury duty (including attendance for jury selection)
- 29.2. With the exception of jury duty, community services leave is unpaid.
- 29.3. Where an employee is required for jury service they will be paid the gap between any jury service pay the employee receives (excluding any expense-related allowances) and the employee's base salary for the ordinary hours they would have worked, for the first 10 days that the employee is absent for a period of jury service.

30. Defence Reserve Leave

- 30.1. An employee may be granted (paid or unpaid) leave to enable them to fulfil their Australian Defence Force (ADF) obligations.
- 30.2. An employee is entitled to paid leave of up to 4 weeks during each financial year for Reservists undertaking Defence service, and an additional 2 weeks paid leave to allow for a Reservists' attendance at recruit training, initial employment training and common induction training.
- 30.3. Further additional leave may be granted for Defence service, either on a paid, unpaid or top-up pay basis.

- 30.4. Any absence on reservist leave (paid or unpaid) does not break continuity of service but does not count for service except that a period, or periods, of leave without pay in excess of 6 months will not count for service for the purposes of annual leave accrual.

31. Public Holidays

- 31.1. Public holidays are provided for in the NES and as gazetted by each state or territory.
- 31.2. An employee is entitled to public holidays depending on where they are based for work, not where they are working on the day of the public holiday.

32. Parental Leave

- 32.1. Parental leave is provided to allow employees to take time away from work for the birth or adoption of a child.
- 32.2. Parental leave will commence and be administered in accordance with the FW Act.
- 32.3. In the event that an employee is not fit for work due to a pregnancy related illness, and provides a medical certificate, the employee is entitled to access unpaid special maternity leave for this purpose or take personal carer's leave for such an illness.
- 32.4. Eligible employees with at least 12 months of continuous service completed are entitled to 12 months of unpaid parental leave in accordance with the Fair Work Act 2009. Within this period, paid parental leave applies to the primary caregiver where the employee:
- (i) has 6 months or more service with ACARA (but less than 12 months), the employee will then be entitled to 1 week paid parental leave for each completed month of service; or
 - (ii) has 12 months or more service, will then be entitled to 18 weeks paid parental leave.
- 32.5. Eligible employees may request an extension of the unpaid parental leave for a further period of up to 12 months.
- 32.6. If an employee is not the primary care giver (but is a supporting partner) and has 6 months or more service with ACARA, the employee will be entitled to 6 weeks paid leave upon the birth or adoption of the child.
- 32.7. Paid leave may be taken at full pay for the period accrued or at half pay over twice the period accrued.
- 32.8. An employee returning to work from parental leave is entitled to return to the same role, at the same classification and remuneration levels. Where that role no longer exists, the employee will be consulted, placed in a role at the same level and remuneration as appropriate to their skills and experience.

- 32.9. An employee who is the primary care giver of a child will be provided with access to part time working hours until the child has reached school age. Part time hours and days must be in agreement between the employee and their executive manager taking into account the personal needs and circumstances of the employee and the operational requirements of ACARA.
- 32.10. An employee returning from maternity leave will also be supported through the provision of paid lactation breaks.
- 32.11. Where the pregnancy of an employee ends within 28 weeks of the expected date of birth (other than by birth of a living child), the employee will be entitled to a period of unpaid special maternity leave for the duration certified by a medical practitioner. Special maternity leave does not break continuity of service.

33. Long Service Leave

- 33.1. Employees are entitled to long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976 (Cth)*.
- 33.2. An employee may access, with approval from their manager, long service leave.
- 33.3. The minimum period for which long service leave will be granted is 7 calendar days at full pay (or 14 calendar days at half pay). Long service leave cannot be broken with other periods of leave, except as otherwise provided by legislation.
- 33.4. When leave is taken at half pay, only half of the total period will be deducted from leave balance (or, conversely, that leave granted for a period twice that of leave balance deducted).

34. Discretionary Leave

- 34.1. An employee's executive manager, in consultation with the Manager Human Resources, may provide paid or unpaid leave to employees in exceptional circumstances. In granting discretionary leave the following will be considered:
 - (i) operational requirements of the employer;
 - (ii) welfare of the employee;
 - (iii) impact on the business unit's operating budget; or
 - (iv) a medical certificate, or other documentation that is acceptable to the employer.
- 34.2. Paid discretionary leave is capped at 4 weeks per calendar year, with a maximum of 52 weeks paid and unpaid discretionary leave permissible.

35. Special Leave

- 35.1. At the discretion of an employee's manager, up to 2 days' paid leave per calendar year may be granted for special leave. Special leave is not cumulative, and considered for the following purposes only:
 - (i) Moving house or relocation; or
 - (ii) Attendance at an employee's graduation ceremony for study approved (refer clause 36); or

- (iii) Aboriginal and Torres Strait Islander employees may access cultural leave to participate in NAIDOC or other cultural or ceremonial events.

36. Study and Exam Leave

- 36.1. Study and exam leave applies to accredited courses of study at a certificate, diploma or degree level provided by an education institution or registered training organisation.
- 36.2. Where an executive manager approves a course of study being undertaken by an employee directly related to the work of the employee at ACARA, or the employee's career development at ACARA, paid study time is available up to a maximum of 4 hours per week (capped at 7 days per semester) for travel to, and attendance at lectures or related course work.
- 36.3. Paid study leave may also be granted for the purpose of attending examinations, completion of major project work, or compulsory attendance for the course of study, up to a maximum of 2 days per semester (capped at 4 days per calendar year).
- 36.4. An employee and their manager may agree to reasonable flexible arrangements for study not directly relevant to their position. For example, an employee may be given approval to access flexible working hours to attend a lecture or class which falls within work hours.

Part 7 – Employee Performance and Development

37. Performance & Recognition Program

- 37.1. ACARA is committed to supporting career development for all employees.
- 37.2. To ensure that employees are given a fair and reasonable opportunity, performance management is designed to ensure that employees:
 - (i) are provided with an understanding of the standards against which their performance will be assessed, by providing expectations and/or accountabilities in relation to their position; and
 - (ii) have been provided the opportunity to acquire the skills and knowledge necessary to deliver against performance expectations and the employee's development goals.
- 37.3. The performance and recognition process governs the development and performance of all employees. Further information is available in ACARA's *MyCareer Handbook*.
- 37.4. Employees are to participate and cooperate in mid-year and end of year performance and recognition review. ACARA's performance and recognition program provides opportunity for:
 - (i) feedback between employees and their manager through formal face to face feedback meetings with a commitment to 'no surprises' at the end of the assessment period;
 - (ii) an annual assessment against agreed goals; and
 - (iii) a review of development plans.
- 37.5. In reviewing an employee's development goals, areas of focus may include:
 - (i) how the employee's position links to the broader plans of the business unit and ACARA's goals;
 - (ii) the development needs of the employee aligned to the core capabilities of the position which the employee is employed.
- 37.6. A merit adjustment for employees' participation and satisfactory performance in the end of the review, will be paid to eligible employees, subject to clause 16.

38. Development and Training

- 38.1. Employees shall, if directed by the employer, attend training sessions either in the workplace or such other locations as necessary for the purposes of the training requirements.
- 38.2. Training, coaching or mentoring to support an employee's professional development will be subject to executive manager approval.

39. Managing Underperformance

- 39.1. ACARA strives to create a high-performance culture. There are times however where employees may be underperforming. Where this occurs, ACARA will work with the employee to genuinely try to improve their performance.

- 39.2. Both the manager and employee will examine the issue and look at ways that performance can be improved.
- 39.3. Where performance improvement is necessary, the employee's manager will address unsatisfactory performance on an informal basis in the first instances. Respectful and constructive discussion is sufficient in resolving most concerns. Should informal discussions not be successful, unsatisfactory performance will be addressed in steps.
- 39.4. Step 1: Formal resolution with action plans
- (i) Identify performance concerns, including the seriousness of the problem;
 - (ii) Advise the employee of their right to have an employee representative, who may be a union representative, present at any meeting during the process (ensuring 24 hours' notice is provided to the employee);
 - (iii) Meet with the employee to discuss their performance, outlining and communicating concerns, ensuring the employee understands gaps with the expected level of performance, and provide the opportunity for the employee to respond to performance concerns raised;
 - (iv) Where possible, ensure a written summary of issues with next steps or an action plan is agreed with the employee, which attempts to develop and improve the employee's performance, such as training or mentoring. Action plans will include reasonable timeframes for review, with timeframes dependant on the nature and seriousness of the concerns (minimum 4 weeks, unless agreed otherwise). If an agreed action plan cannot be achieved, the employee's executive manager will finalise a solution addressing areas of disagreement that consider the employee's concerns.
 - (v) Monitor the employee's performance until there are no longer concerns, acknowledging when concerns have been resolved;
- 39.5. Step 2: Unresolved underperformance and formal warnings
- (i) Where an agreed action plan has not resolved all performance concerns within the agreed timeframe, or any of the concerns have since resurfaced, the employee's executive manager, in consultation with the Manager Human Resources, will provide the opportunity for the employee to respond to further performance concerns raised and may decide:
 - (a) to address further instances of unsatisfactory performance, as outlined in subclause 39.4 (repeating Step 1); or
 - (b) that more serious action needs to be taken and address further instances of unsatisfactory performance by issuing of a formal warning.
- 39.6. Step 3: Unresolved underperformance following formal warnings
- (i) On the occasions when this process has not resulted in an improved performance, ACARA may terminate the employment of the employee.

40. Misconduct and Serious Misconduct

- 40.1. Misconduct means wilful conduct by an employee that is unsatisfactory or otherwise unacceptable to ACARA.
- 40.2. Serious misconduct means:
 - (i) conduct that causes serious and imminent risk to the health and safety of a person, or the reputation of ACARA;
 - (ii) harassment of other employees, unlawful discrimination or vilification, or bullying;
 - (iii) criminal activity, such as theft, fraud, or assault;
 - (iv) the employee being intoxicated (alcohol or drugs, other than prescribed drugs) at work;
 - (v) the employee's wilful disobedience, or refusal to carry out a lawful and reasonable instruction;
 - (vi) serious breach of ACARA's policies as amended from time to time, (including information communication, technology, security and usage);
- 40.3. Any issue of misconduct or serious misconduct should be referred to the employee's executive manager and the Manager Human Resources.
- 40.4. Professional and ethical expectations at ACARA are outlined in ACARA's *Code of Conduct* which is a term of employment for all persons working for ACARA.
- 40.5. Where ACARA becomes aware of the conduct of an employee which may constitute misconduct or serious misconduct, depending upon the seriousness of the behaviour or concern, the employee's manager may undertake preliminary inquiries and/or discuss the matter with the employee.
- 40.6. The manager or executive manager may conclude that there is no case to answer and advise the employee accordingly.
- 40.7. When an issue of misconduct arises, ACARA will provide the employee with a written copy of the misconduct alleged.
- 40.8. Where an allegation(s) of misconduct or serious misconduct has been made against an employee, the employer may direct an employee to be absent from the workplace on full pay pending an investigation and resolution of the matter.
- 40.9. The employee has the right to have a support person or employee representative, who may be a union representative present at any meeting, and the employee will be given the opportunity to respond to any allegations, which will be taken into account as part of the investigation.
- 40.10. Where an allegation of misconduct or serious misconduct is proven through investigation, disciplinary action may be taken including termination of employment. Further information is available in ACARA's *Grievance Resolution Policy*.

Part 8 – Termination of Employment

41. Termination

41.1. Termination of employment may occur by:

- (i) Resignation
- (ii) Dismissal
- (iii) Redundancy
- (iv) Completion of fixed term contracts

42. Notice Period

- 42.1. Resignation should be provided in writing. If an employee fails to give proper notice ACARA may withhold payment of salary to a maximum amount of the notice period.
- 42.2. The notice periods for resignation and dismissals that both parties are required to give is 2 weeks within the first 6 months of employment and 4 weeks thereafter. For the notice period related to redundancy, refer to subclause 43.5.
- 42.3. If an employee is over 45 years of age at the time of the giving of the notice, and has not less than 2 years' continuous service with the employer, an employee is entitled to an additional week's notice. Employees providing the employer with notice of termination do not need to comply with this subclause.
- 42.4. The employer can pay an employee instead of giving notice (payment in lieu of notice). The amount paid to the employee must be equal to and not exceed the total amount the employee would get if they worked through the notice period.
- 42.5. The period of notice in this clause does not apply in the case of an employee's dismissal for serious misconduct.

43. Redundancy

- 43.1. An employee may be identified for redundancy if:
 - (i) There is a greater number of employees at their classification than is necessary for the efficient and economical working of ACARA;
 - (ii) Their position is not required because of changes in the operational requirements of ACARA, such as the withdrawal of funding to project or Work Plan activity; or
 - (iii) Their services cannot be effectively used because of technological, structural, or other organisational change.
- 43.2. If the employee is ongoing or on a fixed term contract, severance will be paid in accordance with subclause 43.8.
- 43.3. Consultation will take place with the affected employee(s) over a period of no less than 3 weeks.
- 43.4. ACARA will consult with employee representatives, including the union, where at least 10% of employees are directly affected.

43.5. The notice period for redundancy is 4 weeks. If an employee is over 45 years of age at the time of the giving of the notice, and has not less than 2 years' continuous service with the employer, an employee is entitled to an additional week's notice.

43.6. Redundancy pay is the total amount of pay an employee is due based on their continuous service with ACARA. Redundancy includes severance pay and all entitlements, for example, notice periods and leave entitlements.

43.7. Redeployment

- (i) Where a position has been identified for redundancy, ACARA will advise of suitable positions for redeployment and discussions will be held with the employees affected.
- (ii) A suitable position is defined as a position where employees should have the full set of skills qualifications and capabilities required to perform to the required standard either immediately or within a reasonable period of retraining.
- (iii) An employee must agree and accept redeployment, otherwise redundancy will apply.
- (iv) Where the option to redeploy is provided to lower paid duties for reason of redundancy, the same period of notice must be given as the employee would have been entitled to if the employment had been terminated. In this situation, the employee's higher salary will be maintained for the notice period that would otherwise apply to a redundancy.

43.8. Severance

- (i) An employee, whose employment is terminated for reasons of redundancy, shall be entitled to 2 weeks' salary for each year of continuous service (pro-rated by 12 increments for each part year of service greater than 12 months) or where the NES is more generous, the NES will apply (refer to the table below for comparisons).
- (ii) Severance payments will be subject to employer superannuation contributions.

Period of Continuous Service	Severance Pay	
	per subclause 43.8(i), the more generous applies	
	NES	2 weeks for each continuous year of service, plus the pro rata entitlement
Less than 1 year	Nil	Nil
1 year but less than 2 years	4 weeks	2 weeks
2 years but less than 3 years	6 weeks	4 weeks
3 years but less than 4 years	7 weeks	6 weeks
4 years but less than 5 years	8 weeks	8 weeks

5 years but less than 6 years	10 weeks	10 weeks
6 years but less than 7 years	11 weeks	12 weeks
7 years but less than 8 years	13 weeks	14 weeks
8 years but less than 9 years	14 weeks	16 weeks
9 years but less than 10 years	16 weeks	18 weeks
10 years or more	12 weeks	20 weeks

- (iii) Severance is paid at the employee's base salary immediately prior to the redundancy taking place, subject to the requirements of the NES.
- (iv) An employee given notice of termination in circumstances of redundancy will be allowed up to one full working day per week without loss of pay during each week of notice for the purpose of seeking other employment.
- (v) Severance payment will be payable in accordance with legislation (the Act).

44. Completion of Fixed Term Contracts

- 44.1. The employment of a fixed term employee ends on the expiry of the period (unless otherwise extended), or on completion of the specific tasks or project, unless otherwise terminated by the employer or the employee in accordance with this Agreement. If an employee's contract is not renewed their employment ends and the employee will receive any outstanding entitlements to annual leave and (where eligible) long service leave.

45. Dismissal

- 45.1. Dismissal will be determined by the employee's executive manager in consultation with the Manager Human Resources, for:
 - (i) unsatisfactory performance (clause 39); or
 - (ii) misconduct or serious misconduct (clause 40).
- 45.2. For serious misconduct, the employee may be dismissed in accordance with subclauses 40.3 – 40.10 and no notice or payment in lieu of notice may be provided. The process will be overseen by the employee's executive manager and the Manager Human Resources.
- 45.3. A decision to dismiss an employee during a probationary period may be made at any time during the period and signed off by the employee's executive manager in consultation with the Manager Human Resources.

46. Return of Property

- 46.1. Upon the termination of an employee's employment for any reason, or otherwise at the employer's request, the employee must return to the employer all property belonging to the employer, which is in the employee's custody, possession or control, including, but not limited to confidential records (including hard copy and soft copy documents files, reports, and audio visual recordings as examples), or physical property such as mobile telephones, computers, keys, storage devices, cards, documents, records and papers (with all copies thereof).
- 46.2. Upon termination, employees will be reminded of the obligations contained in their confidentiality agreement as part of their offer of employment with ACARA.
- 46.3. Where an employee fails to return all property belonging to the employer causing the employer to incur a cost for replacement of that property, the employer is entitled to deduct that cost from any remuneration payable to the employer upon termination of employment.

Part 9 – Workplace Arrangements

47. Flexible Work Arrangements

- 47.1. All ACARA employees (including part time employees) can request flexible working arrangements.
- 47.2. Requests for flexible working arrangements must be in writing, explain what changes are being asked for, and explain the reasons for the request. An executive manager can refuse the request on reasonable business grounds. The executive manager must respond in writing with the reason the request is refused.

48. Working Remotely

- 48.1. An employee and their manager, in consultation with the employee's executive manager and the Manager Human Resources may agree to a request by an employee to work remotely on a regular, temporary or intermittent basis.
- 48.2. A request made by an employee must be in writing and set out the details of the change and the reasons for the change.
- 48.3. The employee's executive manager will respond in writing to the request. Acceptance may be conditional on satisfying any WH&S or operational grounds set out in the response. If refused, the grounds for refusal will be included in the response.

49. Individual Flexibility Arrangements (IFA)

- 49.1. The employer and an employee covered by this Agreement may agree to make an IFA to vary the effect of terms of the agreement.
- 49.2. The employer must ensure the IFA meets the genuine needs of the employer and employee in relation to subclause 49.1, and that the arrangement is genuinely agreed to by the employer and the employee.
- 49.3. The employer must ensure the terms of the IFA:
 - (i) are about permitted matters under section 172 of the Act; and
 - (ii) are not unlawful terms under section 194 of the Act; and
 - (iii) result in the employee being better off overall than the employee would be if no arrangement was made.
- 49.4. The employer must ensure the IFA:
 - (i) is in writing;
 - (ii) includes the name of the employer and the employee;
 - (iii) is signed by the employer and the employee (and if the employee is under 18 years of age, signed by a parent or guardian of the employee); and
 - (iv) include details of:
 - (a) the terms of the enterprise agreement that will be varied by the arrangement

- (b) how the arrangement will vary the effects of the term;
 - (c) 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
 - (d) state the day on which the arrangement commences and the day on which it terminates if it is a known and agreed temporary arrangement.
- 49.5. The employer must provide the employee with a copy of the IFA within 14 days after it is agreed.
- 49.6. The employer or employee may terminate the IFA by giving no more than 28 days written notice to the other party to the arrangement, or if the employer and the employee agree in writing, at any time.

50. Relocation of a Position

- 50.1. Where the employer makes a decision to relocate a position and that relocation is to a business premises more than 110kms from the existing business premises, the employee is eligible to a redundancy as set out in clause 43.
- 50.2. Should the employee accept the position relocation, the employee will be eligible for relocation assistance.

51. Unauthorised Absences

- 51.1. When an employee is absent from work without approval, reasonable efforts will be made to contact the employee and to establish the reason for the unauthorised absence.
- 51.2. When an employee is absent from work without approval, all salary and other benefits provided under this Agreement will cease to be available until the employee resumes work or is granted leave.
- 51.3. When the employee is absent from work without approval for 3 consecutive working days, action on the grounds of non-performance of duties (abandonment of employment) may commence which may result in the employee's employment being terminated.

52. Employee Representatives

- 52.1. An employee may have an employee representative, who may be a union representative, to represent them in their industrial interests. ACARA and an employee representative will deal with each other in good faith.
- 52.2. In doing so, ACARA recognises:
- (i) the legitimate role of unions in the workplace; and
 - (ii) that employees are free to choose whether or not to join a union.
- 52.3. The role of employee representatives, including union delegates and other non-union employee representatives, is to be respected and facilitated.

- 52.4. In discharging their representative roles at the workplace level, the rights of employee representatives include, but are not limited to, the right to perform their role as representatives without any discrimination in their employment.
- 52.5. Employees who represent other employees, play an important role in maintaining a positive workplace culture. ACARA recognises that employees perform these roles in addition to their usual job description. ACARA, at its discretion, will provide support to employees where they are required to perform these duties.
- 52.6. Where an employee receives an allowance for the performance of an additional role, they will be provided with appropriate time and training to enable them to perform these roles effectively. ACARA may approve other training to support employees where this is appropriate.

53. Discrimination

- 53.1. ACARA takes the principles of Equal Employment Opportunity seriously in all aspects of the working environment. ACARA encourages diversity and is committed to affirmative action. Further information is available in ACARA's *Recruitment Policy* and ACARA's *Diversity and EEO Policy*.
- 53.2. ACARA and its employees will endeavour to provide a workplace free from all forms of discrimination, harassment, and bullying.

54. Workplace Health & Safety

- 54.1. ACARA's officers and workers are obligated under the *Work Health and Safety Act 2011 (Cth)* to take reasonable care for their own health and safety and ensure their acts or omissions do not adversely affect the health and safety of other persons. They will strive to promote and maintain a safe workplace and work environment, one that is free from hazards that include bullying, harassment, and excessive workloads and hours.
- 54.2. ACARA will communicate with the representatives / members of the work health and safety committee, in addition to any other such group and its representatives.
- 54.3. ACARA will:
 - (i) monitor WH&S issues to ensure all activities are in accordance with legislation;
 - (ii) make available annual influenza vaccinations to all employees;
 - (iii) make available the Employee Assistance Program to all employees and their immediate family
 - (iv) provide access to specialist critical incident stress debriefing to employees as required; and
 - (v) provide appropriate numbers of fire and building wardens and first aid officers.

Part 10 – Workplace Change

55. Consultation Term

55.1. This term applies if ACARA:

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

56. Major change

56.1. For a major change referred to in subclause 55.1 (i):

- (i) the employer must notify the relevant employees of the decision to introduce the major change; and
- (ii) subclauses 56.2 to 56.8 apply.

56.2. The relevant employees may appoint a representative for the purposes of the procedures in this term.

56.3. If:

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

56.4. As soon as practicable after making its decision, the employer must:

- (i) discuss with the relevant employees:
 - (a) the introduction of the change; and
 - (b) the effect the change is likely to have on the employees; and
 - (c) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
- (ii) for the purposes of the discussion — provide, in writing, to the relevant employees:
 - (a) all relevant information about the change including the nature of the change proposed; and
 - (b) information about the expected effects of the change on the employees; and
 - (c) any other matters likely to affect the employees.

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

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

- 56.7. If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in subclauses 56.1 (i) and 56.2 and 56.4 are taken not to apply.
- 56.8. In this term, a major change is likely to have a significant effect on employees if it results in:
- (i) the termination of the employment of employees; or
 - (ii) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - (iii) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (iv) the alteration of hours of work; or
 - (v) the need to retrain employees; or
 - (vi) the need to relocate employees to another workplace; or
 - (vii) the restructuring of jobs.

57. Change to regular roster or ordinary hours of work

- 57.1. For a change referred to in subclause 55.1 (ii):
- (i) the employer must notify the relevant employees of the proposed change; and
 - (ii) subclauses 57.2 to 57.6 apply.
- 57.2. The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 57.3. If:
- (i) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (ii) the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.
- 57.4. As soon as practicable after proposing to introduce the change, the employer must:
- (i) discuss with the relevant employees the introduction of the change; and
 - (ii) for the purposes of the discussion—provide to the relevant employees:
 - (a) all relevant information about the change, including the nature of the change; and
 - (b) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (c) information about any other matters that the employer reasonably believes are likely to affect the employees; and

- (iii) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 57.5. However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 57.6. The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- 57.7. In this term, "*relevant employees*" means the employees who may be affected by a change referred to in subclauses 55.1.

Part 11 – Signatories

58. Signatures of appointed bargaining representatives

I confirm that this is a true copy of the Agreement which was made between the ACARA and the employees:

Signed for and on behalf of Australian Curriculum, Assessment and Reporting Authority (ABN 54 735 928 084) by:

Signature: R. Randall
Name: R. W. RANDALL
Position: Chief Executive Officer
Date: 5/10/17
Address: Level 13, Tower 6
280 Elizabeth St
Sydney

The signature of Australian Curriculum, Assessment and Reporting Authority was witnessed by:

Signature: A. Scott
Name: AINSLEE SCOTT
Position: DIRECTOR: BUSINESS SERVICES
Date: 5/10/17
Address: Level 13, Tower B
280 Elizabeth St
Sydney

Signed for and on behalf of the Community and Public Sector Union who is a bargaining representative by:

Signature: M. Donnelly
Name: Melissa Donnelly
Position: Deputy Secretary
Date: 9/10/17
Address: Level 5, 191-199
Thomas St.
Haymarket

The signature of the bargaining representative was witnessed by:

Signature: A. Tandel
Name: Arundhati Tandel
Position: Industrial Officer
Date: 9/10/17
Address: Level 5, 191-199
Thomas St,
Haymarket.

Schedule A – Classification Levels and Salaries

The first salary increase takes place from the first full pay period on or after the commencement of this Agreement.

Associate stream		Upon commencement	12 months after commencement	24 months after commencement
		2.0%	2.0%	2.0%
Associate - A1	A1.1	43,692	44,566	45,457
	A1.2	45,942	46,861	47,798
	A1.3	48,307	49,273	50,259
	A1.4	50,795	51,811	52,847
	A1.5	56,174	57,298	58,444
Associate - A2	A2.1	-	-	-
	A2.2	58,065	59,226	60,410
	A2.3	60,039	61,240	62,465
	A2.4	62,080	63,322	64,588
	A2.5	64,192	65,475	66,785
	A2.X	72,200	73,644	75,117
Associate - A3	A3.1	-	-	-
	A3.2	68,367	69,734	71,129
	A3.3	70,246	71,651	73,084
	A3.4	72,178	73,622	75,094
	A3.5	74,163	75,646	77,159
	A3.6	76,202	77,726	79,281
	A3.7	78,298	79,864	81,462
	A3.X	90,019	91,819	93,656

Associate - A4	A4.1	-	-	-
	A4.2	82,764	84,419	86,107
	A4.3	85,040	86,741	88,476
	A4.4	87,378	89,126	90,908
	A4.5	89,781	91,577	93,409
	A4.6	92,251	94,096	95,978
	A4.7	94,788	96,683	98,617
	A4.X	108,978	111,157	113,381

Professional stream The Professional stream is intended for individual contributor roles that typically require a professional degree (or equivalent).	Upon commencement	12 months after commencement	24 months after commencement
	2.0%	2.0%	2.0%

Professional - P1	P1.1	57,946	59,105	60,287
	P1.2	61,567	62,799	64,055
	P1.3	65,416	66,724	68,058
	P1.4	69,504	70,894	72,312
	P1.5	73,848	75,325	76,831
	P1.6	78,398	79,966	81,566

Professional - P2	P2.1	-	-	-
	P2.2	81,065	82,686	84,340
	P2.3	83,739	85,414	87,122
	P2.4	86,503	88,233	89,998
	P2.5	89,357	91,144	92,967
	P2.6	92,306	94,152	96,035
	P2.7	95,353	97,260	99,205
	P2.X	111,767	114,002	116,282

Professional - P3	P3.1	-	-	-
	P3.2	106,396	108,524	110,695
	P3.3	109,907	112,105	114,347
	P3.4	113,534	115,805	118,121
	P3.5	117,281	119,626	122,019
	P3.6	121,152	123,575	126,046
	P3.7	125,149	127,652	130,205
	P3.X	146,694	149,628	152,621

Professional stream The Professional stream is intended for individual contributor roles that typically require a professional degree (or equivalent).		Upon commencement	12 months after commencement	24 months after commencement
		2.0%	2.0%	2.0%
	P4.N	135,185	137,888	140,646
Professional - P4	P4.X	192,536	196,386	200,314

Management stream The management stream is intended for people management roles, where teams being managed include professional stream positions.		Upon commencement	12 months after commencement	24 months after commencement
		2.0%	2.0%	2.0%
	M1.N	135,770	138,486	141,255
Manager - M1	M1.X	183,689	187,362	191,109
Manager - M2	M2.N	159,530	162,721	165,975
	M2.X	215,835	220,151	224,554

Attachment A:

Undertaking for attachment to ACARA Enterprise Agreement 2017

ACARA will undertake that notwithstanding clause 17. Superannuation of the ACARA Enterprise Agreement 2017, eligible employees will receive compulsory employer superannuation contributions in accordance with the Superannuation Legislation Amendment (Choice of Superannuation Funds) Act 2004 and other related legislation. Where an employee does not elect their choice of fund, in accordance with related legislation, ACARA will make contributions to a default superannuation fund that is a MySuper product.



**Robert Randall
Chief Executive Officer
ACARA**

Australian Curriculum, Assessment and Reporting Authority Act Subsection 34 (2) Amendment Determination 2022

I, David de Carvalho, Chief Executive Officer for the Australian Curriculum, Assessment and Reporting Authority, make the following determination.

Dated 18 October 2022



David de Carvalho
Chief Executive Officer for the Australian Curriculum, Assessment and Reporting Authority

Contents

1 Name	1
2 Commencement	1
3 Authority	1
4 Schedules	1
Schedule 1—Amendments	2
<i>ACARA Determination 2020</i>	2
8. Annual salary increases	2
Schedule 1—Classification Levels and Salaries	2

1 Name

This determination is the *Australian Curriculum, Assessment and Reporting Authority Act 2008 (Subsection 34(2)) Amendment Determination 2022*.

2 Commencement

This determination commences on the day it is signed.

3 Authority

This determination is made under subsection 34(2) of the *Australian Curriculum, Assessment and Reporting Authority Act 2008*.

4 Schedules

Each determination that is specified in a Schedule to this determination is amended or repealed as set out in the applicable items in the Schedule concerned, and any other item in a Schedule to this determination has effect according to its terms.

Schedule 1—Amendments

ACARA Determination 2020

Section 8

Repeal the Section, and substitute:

8. Annual salary increases

- (1) Employees will receive increases to their salary payable under the Enterprise Agreement as follows:
- (a) 2% increase in salary, payable from 18 April 2021;
 - (b) 2% increase in salary, payable after 12 months on 18 October 2021; and
 - (c) 3% increase in salary, payable after 24 months on 18 October 2022.
- (2) Each increase is to be calculated based on the salary immediately before the increase.
- (3) Schedule 1 will have effect, which sets out the salaries that are payable to employees under the Enterprise Agreement consistent with this Determination.

Note: On 9 April 2020, the Assistant Minister to the Prime Minister announced the Government's decision to defer general wage increases for non-SES Commonwealth public sector employees for 6 months. This decision impacts the previously scheduled 2.0% pay rise on 18 October 2020. This 2.0% pay rise will be deferred to 18 April 2021.

Schedule 1

Repeal the Schedule, and substitute:

Schedule 1—Classification Levels and Salaries

Note: See section 8

Schedule 1—Classification Levels and Salaries

	Steps	Pre-Determination Base Salaries	2% increase, payable on 18 April 2021	2% increase, payable on 18 October 2021	3% increase, payable on 18 October 2022
Associate - A1	A1.1	\$ 45,457	\$ 46,366.14	\$ 47,293.46	\$ 48,712.26
	A1.2	\$ 47,798	\$ 48,753.96	\$ 49,729.04	\$ 51,220.91
	A1.3	\$ 50,259	\$ 51,264.18	\$ 52,289.46	\$ 53,858.14
	A1.4	\$ 52,847	\$ 53,903.94	\$ 54,982.02	\$ 56,631.48
	A1.5	\$ 58,444	\$ 59,612.88	\$ 60,805.14	\$ 62,629.29
Associate - A2	A2.1	-	-	-	
	A2.2	\$ 60,410	\$ 61,618.20	\$ 62,850.56	\$ 64,736.08
	A2.3	\$ 62,465	\$ 63,714.30	\$ 64,988.59	\$ 66,938.25
	A2.4	\$ 64,588	\$ 65,879.76	\$ 67,197.36	\$ 69,213.28
	A2.5	\$ 66,785	\$ 68,120.70	\$ 69,483.11	\$ 71,567.60
	A2.X	\$ 75,117	\$ 76,619.34	\$ 78,151.73	\$ 80,496.28
Associate - A3	A3.1	-	-	-	
	A3.2	\$ 71,129	\$ 72,551.58	\$ 74,002.61	\$ 76,222.69
	A3.3	\$ 73,084	\$ 74,545.68	\$ 76,036.59	\$ 78,317.69
	A3.4	\$ 75,094	\$ 76,595.88	\$ 78,127.80	\$ 80,471.63
	A3.5	\$ 77,159	\$ 78,702.18	\$ 80,276.22	\$ 82,684.51
	A3.6	\$ 79,281	\$ 80,866.62	\$ 82,483.95	\$ 84,958.47
	A3.7	\$ 81,462	\$ 83,091.24	\$ 84,753.06	\$ 87,295.65
	A3.X	\$ 93,656	\$ 95,529.12	\$ 97,439.70	\$ 100,362.89

	Steps	Pre-Determination Base Salaries	2% increase, payable on 18 April 2021	2% increase, payable on 18 October 2021	3% increase, payable on 18 October 2022
Associate - A4	A4.1	-	-	-	-
	A4.2	\$ 86,107	\$ 87,829.14	\$ 89,585.72	\$ 92,273.29
	A4.3	\$ 88,476	\$ 90,245.52	\$ 92,050.43	\$ 94,811.94
	A4.4	\$ 90,908	\$ 92,726.16	\$ 94,580.68	\$ 97,418.10
	A4.5	\$ 93,409	\$ 95,277.18	\$ 97,182.72	\$ 100,098.20
	A4.6	\$ 95,978	\$ 97,897.56	\$ 99,855.51	\$ 102,851.18
	A4.7	\$ 98,617	\$ 100,589.34	\$ 102,601.13	\$ 105,679.16
	A4.X	\$ 113,381	\$ 115,648.62	\$ 117,961.59	\$ 121,500.44

	Steps	Pre-Determination Base Salaries	2% increase, payable on 18 April 2021	2% increase, payable on 18 October 2021	3% increase, payable on 18 October 2022
Professional - P1	P1.1	\$ 60,287	\$ 61,492.74	\$ 62,722.59	\$ 64,604.27
	P1.2	\$ 64,055	\$ 65,336.10	\$ 66,642.82	\$ 68,642.10
	P1.3	\$ 68,058	\$ 69,419.16	\$ 70,807.54	\$ 72,931.77
	P1.4	\$ 72,312	\$ 73,758.24	\$ 75,233.40	\$ 77,490.40
	P1.5	\$ 76,831	\$ 78,367.62	\$ 79,934.97	\$ 82,333.02
	P1.6	\$ 81,566	\$ 83,197.32	\$ 84,861.27	\$ 87,407.11
Professional - P2	P2.1	-	-	-	-
	P2.2	\$ 84,340	\$ 86,026.80	\$ 87,747.34	\$ 90,379.76
	P2.3	\$ 87,122	\$ 88,864.44	\$ 90,641.73	\$ 93,360.98
	P2.4	\$ 89,998	\$ 91,797.96	\$ 93,633.92	\$ 96,442.94
	P2.5	\$ 92,967	\$ 94,826.34	\$ 96,722.87	\$ 99,624.56
	P2.6	\$ 96,035	\$ 97,955.70	\$ 99,914.81	\$ 102,912.25
	P2.7	\$ 99,205	\$ 101,189.10	\$ 103,212.88	\$ 106,309.27
	P2.X	\$ 116,282	\$ 118,607.64	\$ 120,979.79	\$ 124,609.18

	Steps	Pre-Determination base salaries	2% increase, payable on 18 April 2021	2% increase, payable on 18 October 2021	3% increase, payable on 18 October 2022
Professional - P3	P3.1	-	-	-	-
	P3.2	\$ 110,695	\$ 112,908.90	\$ 115,167.08	\$ 118,622.09
	P3.3	\$ 114,347	\$ 116,633.94	\$ 118,966.62	\$ 122,535.62
	P3.4	\$ 118,121	\$ 120,483.42	\$ 122,893.09	\$ 126,579.88
	P3.5	\$ 122,019	\$ 124,459.38	\$ 126,948.57	\$ 130,757.03
	P3.6	\$ 126,046	\$ 128,566.92	\$ 131,138.26	\$ 135,072.41
	P3.7	\$ 130,205	\$ 132,809.10	\$ 135,465.28	\$ 139,529.24
	P3.X	\$ 152,621	\$ 155,673.42	\$ 158,786.89	\$ 163,550.50
Professional - P4	P4.N	\$ 140,646	\$ 143,458.92	\$ 146,328.10	\$ 150,717.94
	P4.X	\$ 200,314	\$ 204,320.28	\$ 208,406.69	\$ 214,658.89

	Steps	Pre-Determination base salaries	2% increase, payable on 18 April 2021	2% increase, payable on 18 October 2021	3% increase, payable on 18 October 2022
Manager - M1	M1.N	\$ 141,255	\$ 144,080.10	\$ 146,961.70	\$ 151,370.55
	M1.X	\$ 191,109	\$ 194,931.18	\$ 198,829.80	\$ 204,794.69
Manager - M2	M2.N	\$ 165,975	\$ 169,294.50	\$ 172,680.39	\$ 177,860.80
	M2.X	\$ 224,554	\$ 229,045.08	\$ 233,625.98	\$ 240,634.76