[2024] FWCA 1423

The attached document replaces the document previously issued with the above code on 19 April 2024.

- References to the *Australian Public Service Enterprise Award 2015* contained in paragraph [5] are replaced with '*Australian Government Industry Award 2016'*.

Mitchell Cail
Associate to Commissioner Platt

Dated 25 November 2024

FairWork Commission

DECISION

Fair Work Act 2009
s.185 - Application for approval of a single-enterprise agreement

Australian Curriculum, Assessment And Reporting Authority T/A Australian Curriculum, Assessment And Reporting Authority
(AG2024/953)

ACARA ENTERPRISE AGREEMENT 2023 - 2026

Educational services

COMMISSIONER PLATT ADELAIDE, 19 APRIL 2024

Application for approval of the ACARA Enterprise Agreement 2023-2026

[1] An application has been made for approval of an enterprise agreement known as the *ACARA Enterprise Agreement 2023-2026* (the Agreement) pursuant to s.185 of the *Fair Work Act 2009* (the Act) by the Australian Curriculum, Assessment And Reporting Authority T/A Australian Curriculum, Assessment And Reporting Authority (the Applicant). The agreement is a single enterprise agreement.

[2] The matter was allocated to my Chambers on 5 April 2024.

[3] On 10 April 2024, I conducted a telephone conference with the parties to seek clarification about aspects of the Agreement and invited the Applicant to address these matters including through the provision of an undertaking.

[4] The Agreement contains a number of changes which when considered in isolation, are less advantageous than the Award. These include increased ordinary hours, an expanded spread of hours and some penalty rates. I note that the Agreement also confers benefits of universal application including paid leave between Christmas and New Year and increased Superannuation Contributions. I have not considered additional benefits which were conditional in their application and/or difficult to quantify in monetary terms. I find that the universal improvements offset the disadvantages referred to.

[5] The Applicant has submitted an undertaking in the required form dated 10 April 2024, a copy of which is attached to this Agreement. The undertaking deals with the following topics:

- Higher duties allowance will be paid to employees after half a day where they occupy a role at a classification level higher than their substantive classification level consistent with the *Australian Government Industry Award 2016.*

- The requirement to prescribe the agreed part time hours of working including the start and finish times so as to determine when overtime is payable has been inserted, consistent with the *Australian Government Industry Award 2016.*

- A Part-time minimum engagement provision has been inserted, consistent with the *Australian Government Industry Award 2016.*

[6] It is noted the Agreement does not provide a definition of shiftworker for the purposes of the NES. The Applicant has advised that it does not currently offer shift work.

[7] A copy of the undertaking has been provided to the bargaining representatives and I have sought their views in accordance with s.190(4) of the Act. The bargaining representatives did not express any view on the undertaking.

[8] The undertaking appears to meet the requirements of s.190(3) of the Act and I have accepted it. As a result, the undertakings are taken to be a term of the Agreement.

[9] 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) of the Act I note that the Agreement covers this organisation.

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

[11] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 7 days after the date of approval of the Agreement. The nominal expiry date is 17 October 2026.

COMMISSIONER

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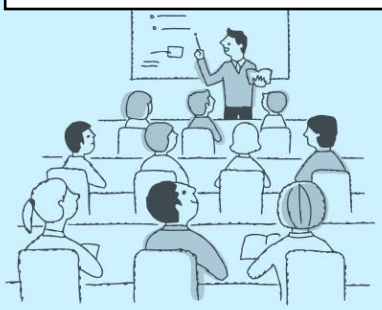
Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of this agreement.



ACARA Enterprise Agreement 2023 - 2026

Acknowledgement of Country

ACARA acknowledges the Traditional Owners and Custodians of Country and Place throughout Australia and their continuing connection to land, waters, sky and community. We pay our respects to them and their cultures, and Elders past and present.

Contact details

Australian Curriculum, Assessment and Reporting Authority
Level 13, Tower B, Centennial Plaza, 280 Elizabeth Street Sydney NSW 2000
T 1300 895 563 | www.acara.edu.au

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Section 1 - Application and operation of the agreement

1. Agreement title

1.1. This Agreement will be known as the "ACARA Enterprise Agreement 2023 - 2026" (the 'Agreement').

2. Parties to the agreement

2.1. This Agreement covers:

(a) Australian Curriculum, Assessment and Reporting Authority, hereinafter referred to as ACARA.

(b) all employees of ACARA, other than:

(i) the ACARA CEO, Executive Directors, and Senior Executive Service (SES) equivalent employees; and

(ii) contractors, temporary or agency persons, consultants and secondees.

(c) subject to notice being given in accordance with section 183 of the *Fair Work Act 2009*, the Community and Public Sector Union (CPSU) which was a bargaining representative for this Agreement.

3. Operation of the agreement

3.1. This agreement will commence operation seven days after approval by the Fair Work Commission and will nominally expire on 17 October 2026.

4. Delegations

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

5. NES Precedence

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 ACARA 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.

7. Individual flexibility arrangements (IFA)

7.1. ACARA and an employee covered by this agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

(a) the agreement 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

(vi) leave; and

(b) the arrangement meets the genuine needs of ACARA and employee in relation to one or more of the matters mentioned in subclause 7.1(a); and

(c) the arrangement is genuinely agreed to by ACARA and employee.

7.2. ACARA 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.

7.3. ACARA must ensure that the individual flexibility arrangement:

(a) is in writing;

(b) includes the name of ACARA and employee;

(c) is signed by ACARA and 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;

(ii) how the arrangement will vary the effect of the terms;

(iii) how the employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and

(e) states the day on which the arrangement commences.

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

7.5. ACARA or 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 the employer and employee agree in writing – at any time.

7.6. ACARA and the employee are to review the individual flexibility arrangement at least every 12 months.

8. Definitions

8.1. The following definitions apply to this agreement:

Agency head means the CEO of ACARA, or the CEO's delegate.

APS means the Australian Public Service.

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

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

Casual employee (irregular or intermittent employee) means an employee engaged who is a casual employee as defined by the *Fair Work Act 2009* and works on an irregular or intermittent basis.

CEO means the Chief Executive Officer of ACARA.

Classification means the classifications as defined under Schedule A of this agreement.

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

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

Delegate means someone to whom a power or function 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 ACARA who is covered by this agreement (whether full-time, part time or casual, ongoing or non-ongoing).

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

Executive Director means the most senior level of management and positions classified at executive level and includes all Executive Directors and any C-Suite members of the executive.

Family means:

(a) a spouse, former spouse, de facto partner or former de facto partner of the employee;

(b) a child, parent, grandparent, grandchild, or sibling of the employee;

(c) a child, parent, grandparent, grandchild, or sibling of a spouse, former spouse, de facto partner or former de facto partner of the employee;

(d) a member of the employee's household; or

(e) a person with whom the employee has a relationship of traditional kinship where there is a relationship or obligation, under customs and traditions of the community or group to which the employee belongs.

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

Full time employee means an employee employed to work an average of ACARA's standard working hours: 35 hours per week or ACARA's retained standard full-time hours in accordance with this agreement.

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

High-income threshold is an annually adjusted amount prescribed by the *Fair Work Act 2009* and *Fair Work Regulations 2009*.

Household means one or more people who occupy a house or housing unit, either family or individuals who are related by birth, marriage or adoption, or other unrelated people.

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

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

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

Non-ongoing employee means an employee engaged for a specified term or for the duration of a specified task, and consistent with the *FW Act*.

Ongoing employee means an employee engaged on an ongoing and continuous basis.

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

Partner means a de facto partner.

Part-time employee means an employee whose ordinary hours are less than ACARA's standard working hours: 35 per week or the agency's retained standard full-time working hours in accordance with this agreement.

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

Reasonable additional hours means reasonable time worked beyond ACARA's standard full time working hours or standard hours as outlined in Section 62 of the NES.

Relevant employees means an affected employee.

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

Secondee means a person who is transferred temporarily to ACARA, and who remains an employee of another government department or agency.

9. Workplace practices

9.1. 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.

9.2. It is the objective of the parties to this Agreement to implement workplace arrangements that:

(a) assist in attracting and retaining the best and brightest employees to serve the Australian community.

(b) enable increased administrative efficiency, this may include increased commonality with the APS.

(c) consider how such arrangements might contribute to a more inclusive and future-focused workforce.

(d) support the ability of ACARA to function efficiently, including by sustaining capacity and capability requirements.

(e) demonstrate outcomes for ACARA and employees will represent fair and fiscally responsible use of taxpayer money, in line with community expectations.

Section 2 - Remuneration

10. Salary and classifications

10.1. Salary rates will be as set out in Attachment A (Classifications and salaries) of this agreement.

10.2. Subject to amendments to the classification framework outlined in Attachment A, the base salary rates include the following increases:

(a) 4.0 per cent from the first full pay period on or after 18 October 2023;

(b) 3.8 per cent from the first full pay period on or after 18 October 2024; and

(c) 3.4 per cent from the first full pay period on or after 18 October 2025.

10.3. Employees engaged in ACARA after the date of commencement of the agreement, and where the base salary increase would otherwise result in the employee's salary exceeding the maximum pay point for their classification, the salary will be capped at the maximum pay point.

10.4. Employees engaged in ACARA on the date of commencement of the agreement, and where the base salary increase results in the employee's salary exceeding the maximum pay point for their classification, will still be guaranteed base salary increases in alignment with subclause 10.2 above.

11. Salary setting

11.1. Where an employee is engaged, moves to or is promoted in ACARA, the employee's salary will be paid at the minimum of the salary range of the relevant classification, unless their Executive Director determines a higher salary up to and including the maximum step or midpoint of a classification where steps are not provided (refer Attachment A).

11.2. 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 effect at any time, subject to recommendation by the Executive Director and Manager People and Culture.

11.3. In determining a salary under these provisions, the Executive Director will have regard to a range of factors (as relevant) including the employee's experience, qualifications and skills.

11.4. Where an employee commences ongoing employment in ACARA immediately following a period of non-ongoing or casual employment, their Executive Director will determine the employee's salary within the relevant salary range of the relevant classification which recognises the employee's prior service as a non-ongoing employee in ACARA.

11.5. Where ACARA determines that an employee's salary has been incorrectly set, the CEO may determine the correct salary and the date of effect.

12. Incremental advancement (merit based salary progression)

12.1. Eligibility for incremental advancement will include:

(a) a satisfactory performance rating during the employee's most recent performance review; and

(b) at least 6 months of aggregate eligible service in ACARA at or above the relevant classification level during the most recent annual performance cycle. If an employee has less than 6 months of aggregate eligible service, the CEO may exercise their discretion to determine a higher salary under the salary setting clause.

12.2. Eligible service for incremental advancement will include:

(a) periods of paid leave and unpaid parental leave;

(b) periods of unpaid leave that count as service; and

(c) service while employed on a non-ongoing basis.

12.3. Incremental advancement will be applied as below, and backdated to 1 July each year:

(a) one step, for employees on a step within a classification; or

(b) one per cent, for employees on or above the maximum step of a classification, calculated on the employees 30 June salary.

12.4. 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.

12.5. Employees who are acting at a higher classification, subject to satisfying eligibility criteria per subclause 12.1, will be eligible for incremental advancement at both their substantive and acting classifications.

12.6. Employees whose base salary is equal to or above the maximum pay point of their classification, will not be entitled to the incremental advancement.

12.7. Employees who do not satisfy eligibility criteria per subclause 12.1, will have their base salary maintained until such time as they are eligible to receive further incremental advancement. For the avoidance of doubt, the employee's maintained salary will be adjusted by any future base salary increases specified at sub-clause 10.2.

12.8. Casuals will not usually be eligible for incremental advancement.

13. Superannuation

13.1. ACARA will make compulsory employer contributions as required by the applicable legislation and fund requirements.

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

13.3. ACARA 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 ACARA's payroll system.

14. Overpayments

14.1. An overpayment occurs if ACARA 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).

14.2. Where ACARA considers that an overpayment has occurred, the Executive Director Corporate Services will provide the employee with notice in writing. The notice will provide details of the overpayment.

14.3. If an employee disagrees that there has been an overpayment including the amount of the overpayment, they will advise the Executive Director Corporate Services 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.

14.4. If after considering the employee's response (if any), the Executive Director Corporate Services confirms that an overpayment has occurred, the overpayment will be treated as a debt that must be repaid to ACARA in full by the employee.

14.5. The Executive Director Corporate Services 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.

14.6. ACARA and employee may agree to make a deduction from final monies where there is an outstanding payment upon cessation of employment.

14.7. Interest will not be charged on overpayments.

14.8. Nothing in subclauses 14.1 to 14.7 prevents:

(a) ACARA from pursuing recovery of the debt in accordance with an Accountable Authority Instruction issued under the *Public Governance, Performance and Accountability Act 2013*;

(b) ACARA from pursuing recovery of the debt through other available legal avenues; or

(c) the employee or ACARA from seeking approval to waive the debt under the *Public Governance, Performance and Accountability Act 2013*.

15. Supported wage system

15.1. An employee may be paid a percentage of the relevant pay rate for their classification in line with their assessed capacity to do the work if they:

(a) have a disability;

(b) meet the criteria for a Disability Support Pension; and

(c) are unable to perform duties to the capacity required.

15.2. Specific conditions relating to the supported wage system are detailed in Attachment B (Supported wage system).

Section 3 - Allowances and reimbursements

16. Higher duties allowance

16.1. 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.

16.2. 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 their Executive Director.

16.3. Where an employee is found to be eligible for incremental advancement at their acting classification level they will receive an appropriate increase in the rate of higher duties allowance. The employee's salary level will be retained for all future periods of acting regardless of elapsed time.

16.4. Where an employee is assigned only part of the higher duties, their Executive Director will determine the amount of allowance payable.

16.5. 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.

16.6. The CEO may shorten the qualifying period for higher duties allowance on a case-by-case basis.

17. Workplace responsibility allowances

17.1. A workplace responsibility allowance will be paid where ACARA's Executive Leadership Team (ELT) has appointed or elected an employee to one of the following roles:

(a) First Aid Officer;

(b) Health and Safety Representative;

(c) Emergency Warden;

(d) Harassment Contact Officer; and

(e) Mental Health First Aid Officer.

17.2. An employee is not to receive more than one workplace responsibility allowance unless approved by the Executive Director Corporate Services due to operational requirements.

17.3. The minimum rate will be:

Rate from commencement of the agreement	Rate from 18 October 2024	Rate from 18 October 2025
$30.51 per fortnight	$31.67 per fortnight	$32.75 per fortnight

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

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

17.6. 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, Mental Health First Aid Officers and Health and Safety Representatives depending on work group arrangements.

17.7. 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.

18. Community language allowance

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

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

Rate	Standard	Rate from commencement of the agreement	Rate from 18 October 2024	Rate from 18 October 2025
1	An employee who has adequate language skills, as determined by an individual or body approved by the CEO, for simple communication.	$1,435 per annum	$1,490 per annum	$1,541 per annum
2	An employee who is certified by the National Accreditation Authority for Translators and Interpreters (NAATI) as a Translator or Interpreter at any level; or is assessed to be at the equivalent level by an individual or body approved by the CEO.	$2,870 per annum	$2,979 per annum	$3,080 per annum

18.3. The allowance is calculated annually and paid fortnightly.

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

18.5. The allowance is payable during periods of paid leave.

18.6. The allowance counts as salary for superannuation purposes and for calculating retirement and redundancy entitlements.

19. Other allowances

Travel and meal allowance

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

Section 4 - Working hours

20. Job security

20.1. ACARA is a career-based organisation. In its engagement decisions, ACARA recognises that the usual basis for engagement is as an ongoing employee.

20.2. Should a consultative committee be introduced, ACARA will report to the consultative committee on an annual basis, on the number, duration, classification and location of ongoing, non-ongoing and casual employees engaged by ACARA.

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

21. Casual (irregular or intermittent) employment

21.1. ACARA will review the working arrangements of casual employees to assess if they are genuinely performing irregular or intermittent duties and report de-identified outcomes to the Executive Leadership Team (ELT) at a minimum, on an annual basis.

21.2. Remuneration for casual employees is on an hourly basis. A casual employee will receive a 25 per cent loading on the base hourly rate of their classification as set out in this agreement.

21.3. 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.

21.4. A casual employee will be engaged for a minimum of 3 hours per engagement or shall be paid for a minimum of 3 hours at the appropriate casual rate.

21.5. A casual employee who is eligible for a Workplace Responsibility Allowance will be paid the full amount.

22. Non-ongoing (fixed term) employment

22.1. Non-ongoing employees will generally have the same terms and conditions of employment as ongoing employees under this agreement, except:

(a) Personal/carers leave accrual at clause 31;

(b) redundancy provisions at clause 64.

22.2. If the redundancy provisions apply to an employee, the agency must adhere to the consultation requirements at clause 68 of this agreement.

23. Working hours

23.1. 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.

23.2. Standard working hours are between 9am - 5pm Monday to Friday (with a 1-hour unpaid rest break). An employee will take a rest break of at least half hour every 5 hours worked.

23.3. The span of hours is between 7:00am and 7:00pm, Monday to Friday.

23.4. An employee may request to work an alternative regular span of hours. If approved by their Executive Director, hours worked on this basis will be treated as regular working hours and will not attract penalties associated with flexitime. ACARA will not request or require that any employee alter their regular span of hours under these provisions.

23.5. An employee considering flexible hours must gain agreement from their manager, and through discussion, should consider the work requirements that will safely get the job done and reasonably allow the employee to balance their work and personal life.

23.6. Employees are sometimes required to work reasonable additional hours. Consistent with the NES, employees may refuse to work unreasonable additional hours. Additional hours applies to employees for hours that are worked over and above their standard hours and acknowledges for the purpose of accruing Flexitime, that the more senior a position, the greater the discretionary responsibility.

24. Part-time work

24.1. Employees engaged on a full-time basis will not be compelled to convert to part-time employment.

24.2. Likewise, employees engaged on a part-time basis will not be compelled to convert to full-time employment.

25. Christmas closedown

25.1. ACARA will close each year, as determined by the CEO for a period up to 10 working days, and will include the Christmas Day, Boxing Day, and New Year's Day public holidays.

25.2. ACARA's CEO will provide three leave days in addition to usual leave entitlements, applied as wellbeing days per clause 35 during the Christmas closedown.

26. Public holidays

26.1. Employees are entitled to the following holidays each year as observed at their normal work location in accordance with the *FW Act*:

(a) 1 January (New Year's Day);

(b) 26 January (Australia Day);

(c) Good Friday and the following Monday;

(d) 25 April (ANZAC Day);

(e) 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);

(f) 25 December (Christmas Day);

(g) 26 December (Boxing Day); and

(h) 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.

26.2. 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.

26.3. An Executive Director 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.

26.4. An Executive Director 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.

26.5. 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.

26.6. Where a public holiday falls during a period when an employee is absent on leave (other than annual leave, paid personal/carer's leave or defence service sick leave) there is no entitlement to receive payment as a public holiday. Payment for that day will be in accordance with the entitlement for that form of leave (e.g. if on long service leave on half pay, payment is half pay).

26.7. If under a law of a State or Territory every Sunday is declared or prescribed by or under that law to be a public holiday, there is no entitlement to receive payment as a public holiday if the employee would have worked, or does perform work, on that day. In these circumstances, payment will only be made at the public holiday rate if the employee performs work on that day, and the Sunday would otherwise be a public holiday under subclause 26.1(a) to 26.1(h).

26.8. Where a full-time employee, including but not limited to employees on compressed hours, has a regular planned day off which would fall on a public holiday, their Executive Director may allow the employee to change their planned day off so that it does not fall on a public holiday. If it is not possible to change their planned day off, the employee will be credited an equivalent amount of time to their regular hours for the day in flex credits in recognition of their planned day off.

Section 5 - Flexible working arrangements

27. Flexible working

Principles

27.1. ACARA, employees and the union recognise:

(a) the importance of an appropriate balance between employees' personal and working lives, and the role flexible working arrangements can play in helping to achieve this balance;

(b) access to flexible work can support strategies to improve diversity in employment and leadership in ACARA;

(c) access to flexible work supports ACARA capability, and can assist in attracting and retaining the employees needed to deliver for the Australian community, including employees located at a wider range of locations;

(d) that flexibility applies to all roles in ACARA, and different types of flexible working arrangements may be suitable for different types of roles or circumstances; and

(e) requests for flexible working arrangements are to be considered on a case-by-case basis, with a bias towards approving requests.

27.2. ACARA is committed to engaging with employees and their union to build a culture that supports flexible working arrangements across ACARA at all levels. This may include developing and implementing strategies through consultation.

27.3. Flexible working arrangements include, but are not limited to, changes in hours of work, changes in patterns of work and changes in location of work.

27.4. Minimum conditions relating to flexible working arrangements for all employees are detailed in Attachment C (Flexible working arrangements).

Flexible work arrangements (Fair Work)

27.5. The *Fair Work Act 2009* further provides that employees who are parents, carers, disabled and/or aged 55 or over, can statutorily request flexible working arrangements. Managers may only refuse a request in this regard on reasonable operational grounds after a compromise has been sought.

27.6. A flexible working arrangement does not amount to a permanent variation or change to the employee's terms and conditions of employment. ACARA has the right to monitor, review, change and terminate the arrangement at any time on reasonable business grounds, subject to the terms of this Agreement and Attachment C.

Remote work (including working from home)

27.7. ACARA is committed to providing employees increased autonomy in how and where they approach their work while ensuring a safe work environment for all employees. In applying this, all employees have an option of working from their home or other suitable remote location, provided certain attendance, etiquette, workspace and performance expectations are met.

27.8. Employees do not need to apply to work from their chosen location and ACARA will not impose caps on groups of employees on the time working from home or remotely, with each request to be considered on its merits.

27.9. Employees may be required to work from their relevant office location during key events and/or periods to satisfy operational requirements.

27.10. ACARA may provide equipment necessary for, or reimbursement, for all or part of the costs associated with establishing a remote working arrangement.

27.11. An employee working at home is covered by the same employment conditions as an employee working at an office site under this agreement.

27.12. ACARA will provide employees with guidance on working from home safely.

27.13. Employees will not be required by ACARA to work from home unless it is lawful and reasonable to do so. This may include where circumstances prevent attendance at an office during a pandemic or natural disaster. In these situations, the Executive Director will consider the circumstances of the employees and options to achieve work outcomes safely.

28. Flexitime

Flexitime approvals (accruing)

28.1. Access to flexitime requires employees to record their hours of work on ACARA's time tracking instrument.

28.2. Flexitime credits will accrue in 15 minute increments, are capped at 14 hours at any time and are to be used within 42-days. Exceptions may be granted at the discretion of the CEO.

28.3. Flexitime enables all eligible employees to accrue flexitime credits as outlined below:

Entitlement	Classification	Approval
Within the span of hours, for additional full or part hours worked	Classifications where employees are under the high-income threshold	Manager approval
	Classifications where employees are on or above the high-income threshold	Executive Director approval
Outside the span of hours, for additional full or part hours worked (with penalty accruals to apply per subclause 28.9)	All classifications	Executive Director approval

28.4. Employees working outside the span of hours, must have prior Executive Director approval (or for a critical operational matter requiring immediate action).

Flexitime approvals (taking time off)

28.5. Subject to operational requirements, an employee:

(a) can use flexitime credits for up to 1 hour each day without manager approval; and

(b) with approval of their manager, can use flexitime credits to take whole or part-days off, limited to 1 whole day per fortnight.

28.6. Employee requests to access accrued flexitime for time off, will not be unreasonably refused by management.

Flexitime penalty accruals (outside span of hours)

28.7. Penalty accruals 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.

28.8. Employees may refuse to work unreasonable or excessive additional hours, as set out in the *Fair Work Act*.

28.9. Penalty accruals will be applied where an employee works:

(a) within the span of hours (at an accrual rate of 1:1)

(b) outside the span of hours (at an accrual rate of 1:1), Monday to Friday

(c) between midnight Friday and midnight Sunday (at a rate of 1:1.5)

(d) 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)

(e) on a public holiday (at an accrual rate of 1:2.5)

Flexitime, and travel for work purposes

28.10. Travel in terms of flexitime accruals, will apply as per the flexitime approval protocols. Flexitime to apply from the departure time, at an airport, car rental pickup, train or bus station.

28.11. Travel for the purpose of this clause, does not include travel to/from the employees' home (or accommodation before/after or during the work trip). While travelling for work, Flexitime accruals are not continuous until the employee returns home. Flexitime is applied for standard work hours, not commute time for work purposes.

29. Condensed 9-day fortnight

29.1. Full time employees only are eligible for 9-day fortnight arrangements.

29.2. In agreement with their manager, a full-time employee may work a 9-day fortnight that equates to working a condensed 70 hour fortnight over 9 days. Executive Director approval is required, approval must be confirmed in writing, and the arrangement must not increase workload for other employees.

29.3. Employees must agree to the fortnight working patterns and should not work more than 9 hours per day, ensuring adequate breaks.

29.4. The process in applying for a 9-day fortnight will follow that prescribed for flexible working arrangements (clause 27, and Attachment C).

29.5. Annual leave and personal carers leave entitlements will be calculated based on standard full time hours and deducted at the rate (hours) worked on that day, in accordance with an agreed 9 day fortnight work pattern.

29.6. Public holidays will not impact a 9-day work pattern, with public holidays (clause 26) to apply as usual on a 'working day', in accordance with the agreed 9-day fortnight work pattern.

Section 6 - Leave

30. Annual leave

30.1. Employees (other than casual employees) are entitled to 4 weeks (20 days) paid annual leave per year of service, accruing daily, credited at least monthly. Annual leave for part-time employees accrues on a pro-rata basis.

30.2. Employees can take up to 5 days annual leave in advance of accrual with the approval of the employee's Executive Director. A balance of more than negative 5 days will automatically be applied as unpaid annual leave.

30.3. Annual leave may be taken at half pay. However, unless approved by the CEO, it may not be taken at half pay where the employee has an excessive leave balance.

30.4. Where approved annual leave is cancelled by ACARA or the employee is recalled to duty by their Executive Director, the employee will be reimbursed travel costs not recoverable from insurance or other sources. Evidence of costs may be required.

30.5. Employees will receive payment in lieu of any untaken annual leave upon separation from ACARA.

30.6. An Employee's application for annual leave will not be unreasonably refused by their manager, subject to operational requirements.

Excess annual leave

30.7. An Executive Director may require an employee to take annual leave by giving at least 4 weeks' notice where excess annual leave is accrued. Excess annual leave applies when an employee has accrued more than 8 weeks (40 days) annual leave.

30.8. If ACARA has genuinely tried to reach agreement with an employee under subclause 30.7 but agreement is not reached (including where an employee refuses to confer), the Executive Director may direct the employee in writing to take one or more periods of paid annual leave. A minimum 5 days at full pay is to be taken in such scenarios.

Purchasing annual leave

30.9. Prior to purchasing annual leave, employees should consider whether annual leave at half-pay is a preferred option. Purchased annual leave is an arrangement over a 12 month period.

30.10. An employee cannot access purchased annual leave, if it is likely the employee will have excess annual leave within the 12-month period of a purchased leave agreement.

30.11. A purchased leave agreement must specify when the purchased leave and any annual leave will be taken in the 12-month period.

30.12. Employees should not change their work pattern during the term of a purchased leave agreement (that is full time to part-time or part-time to full time). If this is absolutely necessary, the purchased leave agreement will be terminated, and annual leave reconciled.

30.13. At the end of a 12-month period an employee's salary will revert to the ordinary salary rate for all salary and leave purposes.

30.14. Purchased leave cannot be taken at half pay, nor can a period of higher duties affect the rate paid when taking purchased annual leave.

30.15. Should an employee be seconded or their employment with ACARA ends for any reason, the purchased leave agreement will be terminated.

30.16. Leave without pay (including parental leave without pay or personal carers leave without pay) or any reduction in salary will usually result in the purchased leave agreement being terminated and reconciled. Short periods of leave without pay may be approved by the Executive Director, Corporate Services to extend for the equivalent period.

Cash out of annual leave

30.17. Cashing out annual leave is permitted in circumstances where the employee has taken annual leave in the preceding 12 months (subject to subclauses 30.18 to 30.19), or due to exceptional circumstances with approval of the Executive Director, Corporate Services.

30.18. Each cashing-out of an amount of annual leave will be separately and mutually agreed to in writing between the employee, Manager People and Culture and the employee's Executive Director.

30.19. A minimum of 10 days (or 2 weeks pro rata for part time employees) will be taken for cashing out purposes, so long as the employee retains a minimum 4 weeks (20 days) annual leave balance.

30.20. 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.

31. Personal/carer's leave

31.1. 18 days paid leave per annum (pro-rata for part-time employees).

31.2. Leave at half pay may be approved by the employee's line manager.

Accrual

31.3. For ongoing employees, 18 days personal/carer's leave will be credited upon the employee's commencement with ACARA. In subsequent years, the employee's leave will accrue daily, credited at least monthly.

31.4. For non-ongoing employees, the personal/carer's leave will be credited upon the employee's commencement with the agency. This will be 18 days leave pro-rated based on the employee's initial contract period, and is capped at 18 days. After the initial contract period or 12 months, whichever is shorter, or where the employee has an existing entitlement to personal/carer's leave, leave will accrue daily, credited at least monthly.

31.5. 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.

Usage

31.6. Personal/carer's leave to be used:

(a) due to personal illness or injury;

(b) to attend appointments with a registered health practitioner;

(c) to manage a chronic condition; and/or

(d) to provide care for an immediate family or household member or a person they have caring responsibilities for, because of a personal illness or injured or an unexpected emergency affecting the other person.

Carers

31.7. A person that an employee has 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/or

(e) are a child, not limited to a child of the employee.

Evidence

31.8. Evidence may be requested after any absence of more than 3 consecutive days, and more than 8 days without evidence in a calendar year.

31.9. Acceptable evidence includes a certificate from a registered health practitioner, a statutory declaration, or another form of evidence approved by an Executive Director.

31.10. 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.

32. Career break (leave without pay)

32.1. A career break is approved unpaid leave for any purpose, where the individual is expected to return to their position after a period not more than 12 months.

32.2. A career break does not count as service and will not break continuity of service for leave purposes.

33. Re-crediting of leave

33.1. When an employee is on:

(a) annual leave;

(b) purchased annual leave;

(c) defence reservist leave;

(d) First Nations ceremonial leave;

(e) NAIDOC leave;

(f) long service leave; or

becomes eligible for and takes, under legislation or this agreement:

(g) personal carer's leave;

(h) compassionate or bereavement leave;

(i) jury duty;

(j) emergency services leave;

(k) leave to attend to family or domestic violence circumstances; or

(l) parental leave, premature leave, stillbirth leave or pregnancy loss leave;

the affected period of leave will be re-credited

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

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

34. Long service leave

34.1. Employees are entitled to long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976 (Cth)*.

34.2. 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 with re-crediting of leave, clause 33.

35. Wellbeing leave

35.1. The CEO may approve paid wellbeing leave (miscellaneous leave) for employees in circumstances such as, but not limited to:

(a) exception circumstances related to personal health or illness;

(b) additional paid days during an ACARA year end shutdown period;

(c) uncharacteristically high work demands.

35.2. In granting wellbeing leave the following may be considered:

(a) operational requirements of the employer;

(b) welfare of the employee;

(c) impact on the business unit's operating budget; or

(d) a medical certificate, or other documentation that is acceptable to ACARA.

35.3. Wellbeing leave is uncapped, with the Manager People and Culture discretion to authorise paid wellbeing leave, including casual employees, for the purpose of family and domestic violence leave support.

36. Ceremonial and NAIDOC leave

NAIDOC leave

36.1. First Nations employees may access up to one day of paid leave per calendar year to participate in NAIDOC week activities.

36.2. NAIDOC leave can be taken in part days.

First Nations ceremonial leave

36.3. First Nations employees may access up to 6 days of paid leave over 2 calendar years to participate in significant activities associated with their culture or to fulfil ceremonial obligations.

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

36.5. First Nations ceremonial leave can be taken as part days.

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

37. Parental leave

37.1. A primary caregiver, secondary caregiver and *ML Act* is defined in the definitions.

37.2. 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.

37.3. 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*.

37.4. 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

37.5. An employee is entitled to parental leave with pay as per subclauses 37.7 and 37.8 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.

37.6. Employees newly engaged in ACARA or who have moved to ACARA from the APS or other Commonwealth agency, are eligible for the paid parental leave in subclauses 37.7 and 37.8 where such paid leave had not already been provided by another APS or other Commonwealth agency in the 24 months since the child's date of birth or placement. If the paid leave used by the employee with the previous 'APS or other Commonwealth agency is less than the limits specified in subclauses 37.7 and 37.8, the balance is available to the employee.

37.7. 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

37.8. 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

Period which coincides with the parental leave period for the secondary caregiver	Parental Leave with pay under this agreement
1 March 2026 to 16 October 2026	14 weeks, or top up to 14 weeks where a lesser period of parental leave has already been provided
On and from 17 October 2026	18 weeks, or top up to 18 weeks where a lesser period of parental leave has already been provided

37.9. 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.

37.10. 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.

37.11. 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

37.12. An employee who is a primary 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 6 months or more as at the day (or expected day) of placement; and

(c) is not (otherwise than because of the adoption) a child of the employee or the employee's spouse or de facto partner.

37.13. Documentary evidence of approval of 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

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

37.15. 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

37.16. 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.

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

Premature birth leave

37.18. In circumstances of a live birth before 37 weeks' gestation a pregnant employee, or an employee whose spouse or 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

37.19. 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 subclause 37.18 until after the legislated paid maternity leave is used.

38. Compassionate and bereavement leave

38.1. An employee may be asked to provide evidence to support their absences on compassionate or bereavement leave.

38.2. Compassionate or bereavement leave for an occasion may be taken as 3 consecutive days or in separate periods totalling 3 days. This can include part days.

38.3. For casual employees, compassionate and bereavement leave is unpaid.

Compassionate leave

38.4. Employees will be eligible for 3 days paid compassionate leave on each 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 partner has a miscarriage.

Bereavement leave

38.5. Employees will be eligible for 3 days paid compassionate leave on each occasion when:

(a) a member of their family (including a member of their household) or someone they had a close personal relationship with dies; or

(b) a child is stillborn, where the child was a member of their family (including a member of their household.

39. Community service leave

39.1. Community service leave is provided to employees in accordance with the NES for certain activities as below:

(a) Emergency response; and

(b) Jury duty.

Emergency response

39.2. 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.

39.3. Full-time and part-time employees will be able to access 20 working days of paid emergency response leave at full pay per year if required. The CEO may provide additional emergency response leave with pay.

39.4. Paid leave may be refused where the employee's role is essential to ACARA's response to the emergency.

39.5. 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.

39.6. The CEO may approve reasonable paid or unpaid leave for ceremonial duties and training.

39.7. Emergency response leave, with or without pay, will count as service.

Jury duty

39.8. 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.

39.9. Full and part-time employees will be released from duty on full pay. Payment for casuals will be as per the relevant state legislation. For the purposes of this clause, full rate of pay is to be as if the employee was at work.

39.10. The employee is required to inform their manager before they are released from duty and provide evidence of the need to attend.

39.11. 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 ACARA for the period of absence. This will be administered in accordance with the overpayments clause.

40. Defence reservist leave

40.1. The CEO 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.

40.2. 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).

40.3. Leave can be built up and taken over 2 consecutive years. This includes the extra 2 weeks in the first year of service.

40.4. 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 Cadets means:

(a) Australian Navy Cadets;

(b) Australian Army Cadets; and

(c) Australian Air Force Cadets.

40.5. In addition to the entitlement at subclause 40.2, 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.

40.6. Paid defence reservist leave counts for service.

40.7. Unpaid defence reservist leave for 6 months or less counts as service for all purposes. This includes periods of CFTS.

40.8. Unpaid leave taken over 6 months counts as service, except for annual leave.

40.9. An employee will not need to pay their tax free ADF Reserve salary to their agency for any reason.

41. Defence service sick leave

41.1. An employee is eligible for defence service sick leave credits when the Department of Veterans Affairs (DVA) has certified that an employee's medical condition is as a result of either: war-like service; or non-war like service.

41.2. An eligible employee can get 2 types of credits:

(a) an initial credit of 9 weeks (45 days) defence service sick leave (pro-rata for part-time employees) will apply as of the later below option:

(i) the start of employment with ACARA; or

(ii) DVA certifies the condition.

(b) an annual credit of 3 weeks (15 days) defence service sick leave (pro-rata for part-time employees).

41.3. An employee can use their defence service sick leave when a recognised medical practitioner provides a certificate that says they were away due to their DVA certified medical condition.

41.4. Unused annual credits can be built up to 9 weeks.

41.5. An employee cannot use annual credits until the initial credit is exhausted.

41.6. Defence service sick leave is paid and counts as service for all purposes.

42. Leave to attend proceedings

42.1. 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.

42.2. An employee who is not covered under subclause 42.1, 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 ACARA.

42.3. An employee may otherwise be granted paid or unpaid leave by the CEO if required to give evidence to a Court, Tribunal or Royal Commission for any other reason. Where approval for unpaid leave is given, the employee may elect to use other leave.

42.4. 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.

43. Study leave

43.1. This clause is to be read on conjunction with study assistance (subclauses 58.8 to 58.10) for approved course work which must be directly relevant to an employee's position.

43.2. Study leave applies to undergraduate and postgraduate course work provided by an education institution for a maximum of 4 hours per week (capped at 7 days per semester) for the duration of the course.

43.3. Study leave includes leave for attending examinations, or completion of major project work, up to a maximum of 2 days per semester (capped at 4 days per calendar year).

43.4. Upon the completion of approved study, a further 1 day shall be granted for attendance at the employee's graduation ceremony.

Section 7 - Employee support and workplace culture

44. Vaccinations

44.1. ACARA will offer annual influenza vaccinations at no cost to all employees, subject to reasonable reimbursement limits.

44.2. Where ACARA requires an employee performing a role to be vaccinated for a particular condition, this vaccination will be offered at no expense to the employee.

45. Employee Assistance Program

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

46. Safe workplaces

46.1. 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.

46.2. ACARA will:

(a) communicate with WHS representatives or members of the work health and safety committee, in addition to any other such group and its representatives;

(b) monitor WHS issues to ensure all activities are in accordance with legislation; and

(c) provide appropriate numbers of fire and building wardens and first aid officers, as determined by the Executive Director Corporate Services.

47. Respect at work

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

47.2. ACARA 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*.

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

48. Family and domestic violence support

48.1. ACARA will provide support for employees affected by family and domestic violence, depending on the employee's circumstances.

48.2. ACARA recognises that a holistic approach should be taken to support the employee, appropriate for the employee's individual circumstances.

48.3. Family and domestic violence support, including paid leave, are available to all employees covered by this agreement.

48.4. An employee experiencing family and domestic violence is able to access paid wellbeing leave (subclause 35.3). The 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 member (including a 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 member (including a 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.

48.5. This entitlement exists in addition to an employee's existing leave entitlements and may be taken as consecutive days, single days or part days and will count for service for all purposes.

48.6. Given the emergency context in which leave may need to be accessed, employees can proceed to take the leave and seek approval at a later date, as soon as practicable.

48.7. These family and domestic violence support clauses do not reduce an employee's entitlement to family and domestic violence leave under the NES.

48.8. Paid miscellaneous leave available under this clause is paid for ongoing and non-ongoing employees at their full rate as if they were at work.

48.9. 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.

48.10. Evidence may be requested to support ACARA in approving leave. In most cases, this will not be required. Where it is required, this will be discussed with the employee and a statutory declaration is the only form of evidence ACARA will require, unless the employee chooses to provide another form of evidence.

48.11. An employee may also choose to provide other forms of evidence, including a medical certificate, or document issued by the Police Service, a Court, a Doctor, district Nurse, a Family Violence Support Service or Lawyer.

48.12. ACARA will take all reasonable measures to treat information relating to family and domestic violence confidentially. ACARA will adopt a 'needs to know' approach regarding communication of an employee's experience of family and domestic violence, subject to steps ACARA may need to take to ensure the safety of the employee, other employees or persons, or mandatory reporting requirements.

48.13. Where ACARA needs to disclose confidential information for purposes identified in subclause 48.12, where it is possible ACARA will seek the employee's consent and take practical steps to minimise any associated safety risks for the employee and/or privacy breaches.

48.14. ACARA 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.

48.15. Other available support may include, but is not limited to, flexible working arrangements, additional access to EAP, changes to their span of hours or pattern of hours and/or location of work where reasonably practicable.

48.16. ACARA will acknowledge and take into account an employee's experience of family and domestic violence if an employee's attendance or performance at work is affected.

49. Integrity and transparency

49.1. ACARA understands that procedural fairness is essential in building and maintaining trust with employees, and that it requires fair and impartial processes for employees affected by organisational wide decisions.

49.2. Employees are to give advice that is frank, honest, timely and based on the best available evidence. This includes scientific and engineering advice based on evidence-based facts guided by the best available science and data. Employees will not be disadvantaged or discriminated against because they have given advice in accordance with their expertise or professional qualifications and in accordance with the ACARA Code of Conduct.

50. Unauthorised absences

50.1. 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.

50.2. 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.

50.3. 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.

51. First nations cultural competency training

51.1. ACARA will take reasonable steps to ensure all employees in a leadership position, employed at the commencement of this agreement or any new employees in a leadership position who commence within the first 6 months of this agreement have completed relevant First Nations cultural competency training or will complete the training within 12 months of the commencement of the agreement.

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

52. Lactation and breastfeeding support

52.1. Reasonable paid time during work hours will be provided for lactation breaks for breastfeeding, expressing milk and other associated activities.

52.2. ACARA will provide access to appropriate facilities for the purpose of breastfeeding or expressing milk, subject to subclause 52.3. 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.

52.3. Where it is not practicable for an ACARA office to have a designated space, a flexible approach will be taken so that the employee can access the support required.

52.4. ACARA will facilitate discussion between individual employees and their managers about accommodating the employee's lactation needs and practical arrangements to meet these needs.

52.5. The manager and employee shall discuss any flexible working arrangements that may be needed to support lactation. This may include consideration of arrangements such as working from home and/or remote working or varying work hours on an ad-hoc or regular basis. Wherever possible, requests by an employee will be accommodated, noting these needs may be changed over time.

53. Disaster support

53.1. 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, their Executive Director will consider flexible working arrangements to assist the employee to perform their work.

53.2. 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.

53.3. 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.

54. Right to disconnect

54.1. ACARA recognises that employees have the right to disconnect outside the span of hours, where employees are generally not expected to monitor, read or respond to work communications from their manager or other employees.

54.2. When employees are contacted outside the span of hours by their Executive Director or manager requiring an action or response, flexitime penalty accruals can apply as per subclause 28.7 to 28.9.

54.3. Managers should respect leave and rest days and avoid contacting employees in these circumstances, unless due to a genuine concern or welfare matter.

55. Relocation assistance

55.1. Where an existing employee is required to relocate at the request of ACARA (such as a promotion), the employee will be provided with financial relocation assistance. Employees who relocate on a temporary basis to take up higher duties are entitled to removal expenses if they relocate for a period of 13 weeks or more.

55.2. Where an employee is required to relocate on engagement with ACARA, the employee will be provided with financial relocation assistance.

55.3. Reasonable expenses associated with the relocation include:

(a) the cost of transport of the employee, their dependents and partner by the most economical means;

(b) removal expenses, namely the reimbursement of reasonable incurred costs of the removal of furniture and household effects of the employee, dependants and partner;

(c) the reimbursement of the cost of the insurance premium based on a reasonable replacement value; and

(d) the reasonably incurred expenses in kennelling and transport of pets.

55.4. Additional relocation assistance may be considered at CEO discretion.

Section 8 - Performance and development

56. Performance management

56.1. ACARA is committed to supporting effective performance management for all employees.

56.2. To ensure the performance management framework remains fair and effective, the following principles should be followed:

(a) evaluation of performance is a positive and beneficial experience, with a focus on quality outcomes;

(b) access to learning and development opportunities should be a considered part of performance management;

(c) employees and their manager participate in all aspects of the performance management process, including initiating reviews and providing feedback;

(d) performance processes are based on the 'no surprises' principle;

(e) employees are provided with objective, constructive, and timely feedback; and

(f) expected performance standards will be clearly defined, realistic, and within the control of employees.

57. Performance reviews and reward

57.1. Performance reviews are designed to offer transparency. They help employees understand how their contributions are acknowledged in the organisation, and to support ACARA's leadership to effectively recognise and reward performance.

57.2. Employee participation and cooperation is required for mid-year and end of year performance reviews based on agreed goals. In doing so, ACARA's annual performance cycle provides opportunity for:

(a) two-way conversations between employees and their manager;

(b) feedback processes to support ACARA's leadership;

(c) an annual assessment against the agreed goals;

(d) performance based (merit) rewards; and

(e) a review of development needs (and development plans), where relevant.

57.3. An incremental advancement (merit adjustment) for employees' satisfactory performance as determined by the end of year review outcome, will be paid to eligible employees, subject to clause 12.

58. Learning and development

58.1. Learning and development opportunities should relate to an employee's current role and future career aspirations, as well as enabling them to meet the needs of a changing organisation.

58.2. Employees shall, if directed by the employer, actively engage in fit-for-purpose development actions, either in the workplace or such other locations as necessary, for the purposes of their development needs.

58.3. Agreed development actions should align to ACARA's 70-20-10 learning framework, which suggests development actions should broadly consist of 70% job-related experiences, 20% interactions with others, and 10% structured learning.

58.4. Employee's professional development will be subject to Executive Director approval.

Development plans

58.5. Development is as much about fulfilment, having greater responsibility, or increasing contribution to the organisation, as it is about promotion and career progression.

58.6. Development plans enable employees to design the process to build skills and expertise, to further equip them for current role requirements and to fulfil their future potential.

58.7. An employee's development plan should consider ACARA's Capability Framework, and how the employee's current position links to the broader plans of the business unit, combined with the evolving skills necessary to meet ACARA's future requirements.

Study assistance

58.8. Study assistance, including undergraduate and postgraduate course work, can be approved at the discretion of an Executive Director for study undertaken by an employee directly related to the work of the employee at ACARA and/or supporting the employee's career development.

58.9. Study assistance includes study leave (clause 43), and/or approved course fees (on a reimbursement basis) in conjunction with an approved course of study.

58.10. To be eligible for study assistance, a development plan must be agreed between the employee and their Executive Director and monitored within the agreed timeframe for their development.

59. Workloads

59.1. ACARA 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.

59.2. When determining workloads for an employee or group of employees, ACARA will consider the need for employees to strike a balance between their work and personal life.

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

60. Managing underperformance

60.1. 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.

60.2. Both the manager and employee will examine the issue and look at ways that performance can be improved.

60.3. 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.

60.4. Step 1: Formal resolution with action plans:

(a) Identify performance concerns, including the seriousness of the problem;

(b) 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);

(c) 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;

(d) 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 Director will finalise a solution addressing areas of disagreement that consider the employee's concerns; and

(e) Monitor the employee's performance until there are no longer concerns, acknowledging when concerns have been resolved.

60.5. Step 2: Unresolved underperformance and formal warnings:

(a) 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 Director, in consultation with the Manager, People and Culture, will provide the opportunity for the employee to respond to further performance concerns raised and may decide:

(i) to address further instances of unsatisfactory performance, as outlined in subclause 60.4 (repeating Step 1); or

(ii) that more serious action needs to be taken and address further instances of unsatisfactory performance by issuing of a formal warning.

60.6. Step 3: Unresolved underperformance following formal warnings:

(a) On the occasions when this process has not resulted in an improved performance, ACARA may terminate the employment of the employee.

Section 9 - Separation, retention, misconduct

61. Resignation

61.1. An employee may resign from their employment by giving at least 4 weeks' notice, or 2 weeks within the first 6 months of employment.

61.2. A 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.

61.3. At the instigation of ACARA, the resignation may take effect at an earlier date within the notice period. In such cases, the employee will receive paid compensation in lieu of the notice period which is not worked.

61.4. An Executive Director has the discretion to agree to a shorter period of notice or waive the requirement to give notice.

62. Payment on death of an employee

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

63. Completion of non-ongoing contracts

63.1. The employment of a non-ongoing (fixed term) employee ends on the expiry of the period, unless extended.

63.2. ACARA will endeavour to provide a non-ongoing employee with written notice of at least 12 weeks, should there be intention not to renew upon the expiry of the contract.

63.3. If an employee's contract is not renewed their employment ends and the employee will receive any outstanding entitlements where eligible.

64. Redundancy and redeployment

64.1. An employee may be identified for redundancy if:

(a) There is a greater number of employees at their classification than is necessary for the efficient and economical working of ACARA;

(b) 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

(c) Their services cannot be effectively used because of technological, structural, or other organisational change.

64.2. If the employee is ongoing or on a non-ongoing contract, severance will be paid in accordance with subclause 64.11.

64.3. Consultation will take place with the affected employee(s) over a period of no less than 3 weeks.

64.4. ACARA will consult with employee representatives, including the union, when employees are directly affected.

64.5. 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.

64.6. 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.

Redeployment

64.7. 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.

64.8. 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.

64.9. An employee must agree and accept redeployment, otherwise redundancy will apply.

64.10. 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.

Severance payments

64.11. An employee, whose employment is terminated for reasons of redundancy, shall be entitled to 2 weeks' salary for each year of continuous service plus the pro rata entitlement (by 12 increments for each part year of service less than 12 months) to a maximum of 20 weeks or where the NES is more generous, the NES will apply (refer to the table below for comparisons).

Period of Continuous Service	Severance Pay	
	NES	2 weeks for each continuous year of service
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

64.12. Severance payments will be subject to employer superannuation contributions.

64.13. Severance is paid at the employee's base salary immediately prior to the redundancy taking place, subject to the requirements of the NES.

64.14. 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.

64.15. Severance payment will be payable in accordance with legislation (the Act).

65. Dismissal

65.1. Dismissal will be determined by the employee's Executive Director in consultation with the Manager, People and Culture, for:

(a) managing underperformance (clause 60); or

(b) misconduct or serious misconduct (clause 67).

65.2. For serious misconduct, the employee may be dismissed in accordance with subclauses 67.3 to 67.10 and no notice or payment in lieu of notice may be provided. The process will be overseen by the employee's Executive Director and the Manager, People and Culture.

65.3. 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 Director in consultation with the Manager, People and Culture.

66. Return of property

66.1. 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).

66.2. Upon termination, employees will be reminded of the obligations contained in their confidentiality agreement as part of their offer of employment with ACARA.

66.3. 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.

67. Misconduct and serious misconduct

67.1. Misconduct means wilful conduct by an employee that is unsatisfactory or otherwise unacceptable to ACARA.

67.2. Serious misconduct means:

(a) conduct that causes serious and imminent risk to the health and safety of a person, or the reputation of ACARA;

(b) harassment of other employees, unlawful discrimination or vilification, or bullying.

(c) criminal activity, such as theft, fraud, or assault;

(d) the employee being intoxicated (alcohol or drugs, other than prescribed drugs) at work;

(e) the employee's wilful disobedience, or refusal to carry out a lawful and reasonable instruction;

(f) serious breach of ACARA's policies as amended from time to time, (including information communication, technology, security and usage).

67.3. Any issue of misconduct or serious misconduct should be referred to the employee's Executive Director and the Manager, People and Culture.

67.4. Professional and ethical expectations at ACARA are outlined in the *Code of Conduct* which is a term of employment for all persons working for ACARA.

67.5. 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.

67.6. The manager or Executive Director may conclude that there is no case to answer and advise the employee accordingly.

67.7. When an issue of misconduct arises, ACARA will provide the employee with a written copy of the misconduct alleged.

67.8. 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.

67.9. 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.

67.10. 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 the *Grievance Resolution Policy*.

Section 10 - Consultation, representation and dispute resolution

68. Consultation

Principles

68.1. 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.

68.2. ACARA 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 agency 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 unions(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.

68.3. 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

68.4. 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.

68.5. ACARA, employees and the relevant union(s) recognise that consultation prior to a decision may not be practicable where a decision is made by Government or is required due to matters beyond the reasonable control of the agency. In these circumstances, consultation regarding the implementation of the decision will occur as early as is reasonably practicable.

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

68.6. This clause applies if ACARA:

(a) proposes to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or

(b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Representation

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

68.8. ACARA 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

68.9. 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.

68.10. The following additional consultation requirements in subclause 68.11 to 68.17 apply to a proposal to introduce a major change referred to in subclause 68.4(c).

68.11. Consultation with employees and the relevant union(s) and/or recognised representatives will occur prior to a decision being made, subject to subclause 68.5.

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

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

68.14. As soon as practicable after proposing the change, or notifying of the change in circumstances described at subclause 68.5, ACARA 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 employees; and

(iii) proposed measures to avert or mitigate the adverse effect of the proposed change on the employees; and

(b) for the purposes of the 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 the employees.

68.15. ACARA 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.

68.16. However, ACARA is not required to disclose confidential or commercially sensitive information to employees and the relevant union(s) and/or other recognised representatives.

68.17. If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the ACARA, the requirements set out in subclauses 68.11 to 68.15 are taken not to apply.

Change to regular roster or ordinary hours of work

68.18. The following additional consultation requirements in subclause 68.19 to 68.21 apply to a proposal to introduce a change referred to in subclause 68.4(e).

68.19. ACARA must notify affected employees and the relevant union(s) and/or other recognised representatives of the proposed change.

68.20. As soon as practicable after proposing to introduce the change, ACARA 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 the employer reasonably believes will be the effects of the proposed change on the employees; and

(iii) information about any other matters that the employer 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, ACARA is not required to disclose

confidential or commercially sensitive information to the relevant employees and the relevant union(s) and/or other recognised representatives.

68.21. ACARA 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

68.22. 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*.

Consultative committee

68.23. ACARA may establish a consultative committee to discuss relevant workplace matters.

68.24. A consultative committees will operate subject to an agreed terms of reference and structure for the term of the agreement. Representation on the committee will be in accordance with the terms of reference.

69. Dispute resolution

69.1. If a dispute relates to:

(a) a matter arising under the agreement; or

(b) the National Employment Standards;

this term sets out procedures to settle the dispute.

69.2. An employee or union who is covered by this agreement may initiate and/or be a party to a dispute under this term.

69.3. 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.

69.4. 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.

69.5. If a dispute about a matter arising under this agreement is unable to be resolved at the workplace level, and all appropriate steps under subclause 69.4 have been taken, a party to the dispute may refer the matter to Fair Work Commission.

69.6. 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.

69.7. While the parties are trying to resolve the dispute using the procedures in this term:

(a) an employee must continue to perform his or her work as they would normally in accordance with established custom and practice at ACARA that existed immediately prior to the dispute arising unless they have a reasonable concern about an imminent risk to his or her health or safety; and

(b) subject to subclause 69.7(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 occupational health and safety legislation would not permit the work to be performed; or

(iii) the work is not appropriate for the employee to perform; or

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

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

69.9. Any disputes arising under this Agreement or the National Employment Standards that were formally notified 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

69.10. Where the provisions of subclauses 69.1 to 69.5 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 subclause 69.2, 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 subclause 69.5.

70. Delegates' rights

70.1. 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.

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

70.3. ACARA and union delegates will work together respectfully and collaboratively.

70.4. ACARA 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, through consultation or bargaining.

70.5. ACARA 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.

70.6. 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.

70.7. To support the role of union delegates, ACARA 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 union information to new employees as part of an employee handbook; and

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

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

Signatories

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: _____

Name: Thomas Begeng

Position: Executive Director Corporate Services

Date: 19 March 2024

Address: L18, Centennial Plaza, 280 Elizabeth St

Sydney NSW 2000

_____

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

Signature: _____

Name: Scott Hancock

Position: Manager People and Culture

Date: 19 March 2024

Address: L18, Centennial Plaza, 280 Elizabeth St

Sydney NSW 2000

_____

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

Signature: _____

Name: Melissa Payne

Position: Assistant National Secretary

Date: 15 March 2024

Address: 54-58 Foveaux St,

Surry Hills NSW 2010

_____

The signature of the bargaining representative was witnessed by:

Signature: _____

Name: James Nyks

Position: Industrial Officer

Date: 15 March 2024

Address: 54-58 Foveaux St,

Surry Hills NSW 2010

_____

Attachment A – Classifications and salaries

Associate stream classifications

	4% increase, effective from 18 October 2023			Step adjustment, July 2024 (incremental advancement)			3.8% increase, effective from 18 October 2024			Step adjustment, July 2025 (incremental advancement)			3.4% increase, effective from 18 October 2025			Step adjustment, July 2026 (incremental advancement)		
Associate - A1																A1.1	$	54,374
										A1.1	$	52,586	A1.1	$	54,374	A1.2	$	56,821
				A1.1	$	50,661	A1.1	$	52,586	A1.2	$	54,952	A1.2	$	56,821	A1.3	$	59,378
Intern	A1.1	$	50,661	A1.2	$	52,940	A1.2	$	54,952	A1.3	$	57,425	A1.3	$	59,378	A1.4	$	62,050
	A1.2	$	53,270	A1.3	$	55,667	A1.3	$	57,782	A1.4	$	60,382	A1.4	$	62,435	A1.X	$	62,435
	A1.3	$	56,012	A1.4	$	58,533	A1.4	$	60,757	A1.X	$	60,757						
	A1.4	$	58,897	A1.X	$	58,897												
Associate - A2																A2.1	$	70,326
										A2.1	$	68,014	A2.1	$	70,326	A2.2	$	72,717
				A2.1	$	65,523	A2.1	$	68,014	A2.2	$	70,326	A2.2	$	72,718	A2.3	$	75,190
	A2.1	$	65,523	A2.2	$	67,751	A2.2	$	70,325	A2.3	$	72,717	A2.3	$	75,189	A2.4	$	77,745
	A2.2	$	67,326	A2.3	$	69,615	A2.3	$	72,260	A2.4	$	74,717	A2.4	$	77,257	A2.5	$	79,884
	A2.3	$	69,616	A2.4	$	71,983	A2.4	$	74,718	A2.5	$	77,258	A2.5	$	79,885	A2.X	$	80,684
	A2.4	$	71,982	A2.5	$	74,429	A2.5	$	77,258	A2.X	$	78,030						
	A2.5	$	74,430	A2.X	$	75,175												
maximum pay point	A2.X	**$**	**76,299**	A2.X	$	76,299	A2.X	**$**	**79,198**	A2.X	$	79,198	A2.X	**$**	**81,891**	A2.X	$	81,891
Associate - A3																A3.1	$	82,804
										A3.1	$	80,082	A3.1	$	82,804	A3.2	$	85,081
				A3.1	$	77,149	A3.1	$	80,082	A3.2	$	82,284	A3.2	$	85,082	A3.3	$	87,422
	A3.1	$	77,149	A3.2	$	79,271	A3.2	$	82,283	A3.3	$	84,546	A3.3	$	87,421	A3.4	$	89,825
	A3.2	$	79,272	A3.3	$	81,452	A3.3	$	84,547	A3.4	$	86,872	A3.4	$	89,825	A3.5	$	92,296
	A3.3	$	81,450	A3.4	$	83,690	A3.4	$	86,871	A3.5	$	89,259	A3.5	$	92,296	A3.X	$	93,219
	A3.4	$	83,690	A3.5	$	85,992	A3.5	$	89,260	A3.6	$	91,714	A3.6	$	94,833	A3.X	$	95,781
	A3.5	$	85,992	A3.6	$	88,357	A3.6	$	91,714	A3.X	$	92,631						
	A3.6	$	88,357	A3.X	$	89,240												
maximum pay point	A3.X	**$**	**93,181**	A3.X	$	93,181	A3.X	**$**	**96,722**	A3.X	$	96,722	A3.X	**$**	**100,010**	A3.X	$	100,010

Associate stream classifications

	4% increase, effective from 18 October 2023			Step adjustment, July 2024 (incremental advancement)			3.8% increase, effective from 18 October 2024			Step adjustment, July 2025 (incremental advancement)			3.4% increase, effective from 18 October 2025			Step adjustment, July 2026 (incremental advancement)		
Associate - A4																A4.1	$	100,241
										A4.1	$	96,945	A4.1	$	100,241	A4.2	$	102,998
				A4.1	$	93,395	A4.1	$	96,945	A4.2	$	99,611	A4.2	$	102,998	A4.3	$	105,830
	A4.1	$	93,395	A4.2	$	95,963	A4.2	$	99,610	A4.3	$	102,349	A4.3	$	105,829	A4.4	$	108,740
	A4.2	$	95,964	A4.3	$	98,603	A4.3	$	102,350	A4.4	$	105,165	A4.4	$	108,740	A4.5	$	111,731
	A4.3	$	98,604	A4.4	$	101,316	A4.4	$	105,166	A4.5	$	108,058	A4.5	$	111,732	A4.X	$	112,849
	A4.4	$	101,315	A4.5	$	104,101	A4.5	$	108,057	A4.X	$	109,137						
	A4.5	$	104,102	A4.6	$	106,965												
	A4.6	$	106,965	A4.X	$	108,035												
maximum pay point	A4.X	**$**	**112,804**	A4.X	$	112,804	A4.X	**$**	**117,091**	A4.X	$	117,091	A4.X	**$**	**121,072**	A4.X	$	121,072

Professional stream classifications

	4% increase, effective from 18 October 2023			Step adjustment, July 2024 (incremental advancement)			3.8% increase, effective from 18 October 2024			Step adjustment, July 2025 (incremental advancement)			3.4% increase, effective from 18 October 2025			Step adjustment, July 2026 (incremental advancement)		
Professional - P1																P1.1	$	72,113
										P1.1	$	69,742	P1.1	$	72,113	P1.2	$	75,358
				P1.1	$	67,188	P1.1	$	69,742	P1.2	$	72,880	P1.2	$	75,358	P1.3	$	78,749
Undergraduate	P1.1	$	67,188	P1.2	$	70,212	P1.2	$	72,880	P1.3	$	76,160	P1.3	$	78,749	P1.4	$	82,293
	P1.2	$	71,388	P1.3	$	74,600	P1.3	$	77,435	P1.4	$	80,920	P1.4	$	83,671	P1.5	$	87,436
Graduate	P1.3	$	75,849	P1.4	$	79,262	P1.4	$	82,274	P1.5	$	85,977	P1.5	$	88,900	P1.X	$	88,900
	P1.4	$	80,590	P1.5	$	84,217	P1.5	$	87,417	P1.X	$	87,417						
	P1.5	$	85,626	P1.X	$	85,626												

Professional - P2																P2.1	$	97,661
										P2.1	$	94,450	P2.1	$	97,661	P2.2	$	99,858
				P2.1	$	90,992	P2.1	$	94,450	P2.2	$	96,575	P2.2	$	99,859	P2.3	$	102,105
	P2.1	$	90,992	P2.2	$	93,039	P2.2	$	96,574	P2.3	$	98,747	P2.3	$	102,105	P2.4	$	104,402
	P2.2	$	93,995	P2.3	$	96,110	P2.3	$	99,762	P2.4	$	102,007	P2.4	$	105,475	P2.5	$	107,848
	P2.3	$	97,095	P2.4	$	99,280	P2.4	$	103,053	P2.5	$	105,371	P2.5	$	108,954	P2.X	$	110,044
	P2.4	$	100,301	P2.5	$	102,557	P2.5	$	106,455	P2.6	$	108,850						
	P2.5	$	103,610	P2.6	$	105,941	P2.6	$	109,967	P2.X	$	111,066						
	P2.6	$	107,029	P2.X	$	108,099												
maximum pay point	P2.X	**$**	**113,155**	P2.X	$	113,155	P2.X	**$**	**117,455**	P2.X	$	117,455	P2.X	**$**	**121,448**	P2.X	$	121,448

Professional stream classifications

	4% increase, effective from 18 October 2023			Step adjustment, July 2024 (incremental advancement)			3.8% increase, effective from 18 October 2024			Step adjustment, July 2025 (incremental advancement)			3.4% increase, effective from 18 October 2025			Step adjustment, July 2026 (incremental advancement)		
Professional - P3																P3.1	$	128,179
										P3.1	$	123,964	P3.1	$	128,179	P3.2	$	131,063
				P3.1	$	119,425	P3.1	$	123,964	P3.2	$	126,753	P3.2	$	131,063	P3.3	$	134,012
	P3.1	$	119,425	P3.2	$	122,112	P3.2	$	126,753	P3.3	$	129,605	P3.3	$	134,011	P3.4	$	137,026
	P3.2	$	123,367	P3.3	$	126,143	P3.3	$	130,936	P3.4	$	133,882	P3.4	$	138,434	P3.5	$	141,549
	P3.3	$	127,437	P3.4	$	130,304	P3.4	$	135,256	P3.5	$	138,299	P3.5	$	143,001	P3.X	$	144,431
	P3.4	$	131,643	P3.5	$	134,605	P3.5	$	139,720	P3.6	$	142,864						
	P3.5	$	135,987	P3.6	$	139,047	P3.6	$	144,331	P3.X	$	145,774						
	P3.6	$	140,475	P3.X	$	141,880												
maximum pay point	P3.X	**$**	**151,370**	P3.X	$	151,370	P3.X	**$**	**157,122**	P3.X	$	157,122	P3.X	**$**	**162,464**	P3.X	$	162,464

	4% increase, effective from 18 October 2023			Incremental advancement, July 2024			3.8% increase, effective from 18 October 2024			Incremental advancement, July 2025			3.4% increase, effective from 18 October 2025			Incremental advancement, July 2026		
Professional - P4	P4.X	**$**	**156,747**		$	**156,747**	P4.X	**$**	**162,703**		$	**162,703**	P4.X	**$**	**168,235**		$	**168,235**
midpoint			177,069			177,069			181,462			181,462			186,231			186,231
maximum pay point	P4.X	**$**	**197,390**		$	**197,390**	P4.X	**$**	**200,221**		$	**200,221**	P4.X	**$**	**204,226**		$	**204,226**

Management stream classifications

	4% increase, effective from 18 October 2023			Incremental advancement, July 2024			3.8% increase, effective from 18 October 2024			Incremental advancement, July 2025			3.4% increase, effective from 18 October 2025			Incremental advancement, July 2026		
Management - M1	M1.X	**$**	**157,425**		$	**157,425**	M1.X	**$**	**163,408**		$	**163,408**	M1.X	**$**	**168,963**		$	**168,963**
midpoint			174,005			174,005			179,855			179,855			184,595			184,595
maximum pay point	M1.X	**$**	**190,584**		$	**190,584**	M1.X	**$**	**196,301**		$	**196,301**	M1.X	**$**	**200,227**		$	**200,227**
Management - M2	M2.X	**$**	**184,975**		$	**184,975**	M2.X	**$**	**192,004**		$	**192,004**	M2.X	**$**	**198,532**		$	**198,532**
midpoint			204,456			204,456			211,330			211,330			216,900			216,900
maximum pay point	M2.X	**$**	**223,937**		$	**223,937**	M2.X	**$**	**230,655**		$	**230,655**	M2.X	**$**	**235,268**		$	**235,268**

Attachment B – Supported wage system

Definitions

1.1 In this attachment:

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

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

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

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

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

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

Eligibility criteria

1.2 Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the classification for which the employee is engaged under this agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.

1.3 The schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this agreement relating to the rehabilitation of employees who are injured in the course of their employment.

Supported wage rates

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

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

Assessed capacity	Percentage of agreement rate
80%	80%
90%	90%

1.5 Provided that the minimum amount payable to an employee to whom the SWS applies is not less than the amount prescribed in the National Minimum Wage Order. Note: The minimum amount payable is reviewed every year in July.

1.6 Where an employee's assessed capacity is 10%, they must receive a high degree of assistance and support.

Assessment of capacity

1.7 For the purposes of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted the employer and the employee, and if the employee so desires, a union which the employee is eligible to join.

1.8 Assessment made under this schedule must be documented in a SWS wage assessment agreement and retained by the employer as a time and wages record in accordance with the Act.

Lodgement of SWS wage assessment agreement

1.9 All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by the employer with the Fair Work Commission.

1.10 All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where a union which has an interest in the agreement is not a party to the assessment, the assessment will be referred by the Fair Work Commission to the union by certified mail and the agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.

Review of assessment

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

Other terms and conditions of employment

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

Workplace adjustment

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

Trial period

1.14 In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a Trial Period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

1.15 During that Trial Period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.

1.16 The minimum amount payable to the employee during the Trial Period must be no less than the current weekly rate, as determined by the Fair Work Commission.

1.17 Work trials should include induction or training as appropriate to the job being trialled.

1.18 Where the employer and employee wish to establish a continuing employment relationship following the completion of the Trial Period, a further contract of employment will be entered into based on the outcome of assessment under clauses 1.7 and 1.8 (assessment of capacity).

Attachment C – Flexible working arrangements

The following provisions are to be treated as a minimum condition for flexible working arrangements at ACARA, and do not diminish an employee's entitlement under the NES.

Requesting formal flexible working arrangements

1.1 An employee may make a request for a formal flexible working arrangement.

1.2 The request must:

(a) be in writing;

(b) set out details of the change sought (including the type of arrangement sought and the proposed period the arrangement will operate for); and

(c) set out the reasons for the change, noting the reasons for the change may relate to the circumstances set out at section 65(1A) of the *FW Act*.

1.3 An employee's Executive Director must provide a written response to a request within 21 days of receiving the request.

1.4 The response must:

(a) state that the Executive Director approves the request and provide the relevant detail in clause 1.5; or

(b) if following discussion between ACARA and the employee, the Executive Director and the employee agree to a change to the employee's working arrangements that differs from that set out in the request – set out the agreed change; or

(c) state that the CEO refuses the request and include the following matters:

(i) details of the reasons for the refusal; and

(ii) set out ACARA's particular business grounds for refusing the request, explain how those grounds apply to the request; and

(iii) either:

a. set out the changes (other than the requested change) in the employee's working arrangements that would accommodate, to any extent, the employee's circumstances outlined in the request and that the agency would be willing to make; or

b. state that there are no such changes; and

(d) state that a decision to refuse the request, or failure to provide a written response within 21 days is subject to the dispute resolution procedures of the enterprise agreement, and if the employee is an eligible employee under the *FW Act*, the dispute resolution procedures outlined in section 65B and 65C of the *FW Act*.

1.5 Where the Executive Director approves the request this will form an arrangement between ACARA and the employee. Each arrangement must be in writing and set out:

(a) any security and work health and safety requirements;

(b) a review date (subject to clause 1.9); and

(c) the cost of establishment (if any).

1.6 The Executive Director may refuse to approve the request only if:

(a) ACARA has discussed the request with the employee; and

(b) ACARA has genuinely tried to reach an agreement with the employee about making changes to the employee's working arrangements to accommodate the employee's circumstances (subject to any reasonable business grounds for refusal); and

(c) ACARA and the employee have not reached such an agreement; and

(d) ACARA has had regard to the consequences of the refusal for the employee; and

(e) the refusal is on reasonable business grounds.

1.7 Reasonable business grounds include, but are not limited to:

(a) the new working arrangements requested would be too costly for ACARA;

(b) there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested;

(c) it would be impractical to change the working arrangements of other employees, or to recruit new employees, to accommodate the new working arrangements requested;

(d) the new working arrangements requested would be likely to result in a significant loss in efficiency or productivity;

(e) the new working arrangements requested would be likely to have a significant negative impact on customer service; and

(f) it would not be possible to accommodate the working arrangements without significant changes to security requirements, or where work health and safety risks cannot be mitigated.

1.8 For First Nations employees, ACARA must consider connection to country and cultural obligation in responding to requests for altering the location of work.

1.9 Approved flexible working arrangements will be reviewed by ACARA and the employee after 12 months, or a shorter period, if agreed by the employee. This is to ensure the effectiveness of the arrangement.

Varying, pausing or terminating flexible working arrangement

1.10 An employee may request to vary an approved flexible working arrangement in accordance with clause 1.2. An employee may request to pause or terminate an approved flexible working arrangement.

1.11 The Executive Director may vary, pause or terminate an approved flexible working arrangement on reasonable business grounds, subject to clause 1.13.

1.12 ACARA must provide reasonable notice if varying, pausing or terminating a flexible working arrangement without the agreement of the employee, having regard to the circumstances of the employee. Exceptions to this requirement are urgent and critical operational circumstances or an employee's demonstrated and repeated failure to comply with the agreed arrangements.

1.13 Prior to varying, pausing or terminating the arrangement under clause 1.11, ACARA must have:

(a) discussed with the employee their intention to vary, pause or terminate the arrangement with the employee;

(b) genuinely tried to reach an agreement with the employee about making changes to the employee's working arrangements to accommodate the employee's circumstances (subject to any reasonable business grounds for alteration);

(c) had regard to the consequences of the variation, pause or termination for the employee;

(d) ensured the variation, pause or termination is on reasonable business grounds; and

(e) informed the employee in writing of the variation, pause or termination to the approved flexible working arrangement, including details set out in clause 1.4(c).

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THE FAIR WORK COMMISSION

FWC Matter No.: AG2024/953

Applicant: Australian Curriculum, Assessment And Reporting Authority

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Thomas Begeng, Executive Director Corporate Services, have the authority given to me by ACARA to give the following undertakings with respect to the ACARA Enterprise Agreement 2023-2026 ("the Agreement"):

1. An employee who is directed to perform higher duties for at least half a day will be regarded as being on higher duties for that full day, consistent with clause 14 of the Award.

2. ACARA undertakes, for the purpose of clause 24 (part time work) of the Agreement, the part-time work agreement setting out an employee's agreed part time hours will be issued before the part-time arrangement commences and will include:

a) the ordinary hours the employee will work each week; and
b) the pattern of hours to be worked, including starting and finishing times for employees other than shift workers, on each or any day of the week, within the bandwidth. The pattern of hours will provide for no less than three hours per day, or an alternative period agreed.

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

Signature DocuSigned by: Thomas Begeng FF8A141173B3487...

Date 10 April 2024

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Note – this Determination does not form part of the Enterprise Agreement.

Australian Curriculum Assessment and Reporting Authority (ACARA) Determination 2026

acara AUSTRALIAN CURRICULUM, ASSESSMENT AND REPORTING AUTHORITY

Australian Curriculum Assessment and Reporting Authority (ACARA) Determination 2026

I, Stephen Gniel, CEO for the Australian Curriculum, Assessment and Reporting Authority (ACARA), make the following Determination.

Dated 12 October 2026

Stephen Gniel
ACARA CEO

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1 Name

1.1 This Determination is the Australian Curriculum Assessment and Reporting Authority (ACARA) Determination 2026.

2 Commencement

2.1 This Determination commences on the date that it is signed by the Chief Executive Officer.

3 Authority

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

4 Application

4.1 This Determination applies to non-SES employees employed by ACARA who are covered by the ACARA Enterprise Agreement 2023-2026, known as the ACARA Enterprise Agreement 2023.

5 Definitions

5.1 In this Determination:

Employee(s) means persons employed by ACARA and covered by the ACARA Enterprise Agreement 2023.

Enterprise Agreement means the enterprise agreement approved by the Fair Work Commission on 19 April 2024 and known as the ACARA Enterprise Agreement 2023.

6 Purpose

6.1 The purpose of this Determination is to provide employees with adjustments to their existing salary and to specified allowances for which they are eligible under the terms of the Enterprise Agreement.

7 Period of operation

7.1 This Determination is in force for the period:

a. beginning at the start of the day this Determination commences; and

b. ending at the earlier of the following:

i. the start of the day that an enterprise agreement made in accordance with the *Fair Work Act 2009* that covers the employees and replaces the Enterprise Agreement commences operation; or

ii. the start of the day that another determination under subsection 34(2) of the ACARA Act 2008 that applies to the employees and expressly revokes this Determination comes into force.

8 Adjustment of salary and allowances

8.1 Employees' salaries are adjusted by 3% with effect on 18 October 2026.

8.2 The increase to salary is to be calculated based on the salary immediately before the adjustment under subsection 8.1.

8.3 Workplace responsibility and community language allowances are adjusted by the same percentage as salaries, with effect on 18 October 2026.

8.4 Each adjustment of an allowance is to be calculated based on the allowance immediately before the adjustment under subsection 8.3.

8.5 Schedule 1 will have effect, which sets out the salaries that are payable to employees under the ACARA Enterprise Agreement 2023 consistent with this Determination.

8.6 Schedule 2 will have effect, which sets out salary linked allowances that are payable to employees under the ACARA Enterprise Agreement 2023 consistent with this Determination.

Schedule 1 – Remuneration (Salaries)

Note: See subsection 8.5.

Classification or local designation	Pay points	Pre-determination salary	Salary on and from 18 October 2026	Pay points	Step adjustment from July 2027 (incremental advancement)
Associate stream (base salaries)					
Associate – A1				A1.1	$ 56,005
Intern	A1.1	$ 54,374	$ 56,005	A1.2	$ 58,525
	A1.2	$ 56,821	$ 58,525	A1.3	$ 61,159
	A1.3	$ 59,378	$ 61,159	A1.4	$ 63,911
	A1.4	$ 62,050	$ 63,911	A1.X	$ 63,911
Associate – A2				A2.1	$ 72,436
	A2.1	$ 70,326	$ 72,436	A2.2	$ 74,899
	A2.2	$ 72,717	$ 74,899	A2.3	$ 77,445
	A2.3	$ 75,190	$ 77,446	A2.4	$ 80,079
	A2.4	$ 77,745	$ 80,078	A2.5	$ 82,800
	A2.5	$ 79,884	$ 82,280		
Maximum pay point	A2.X	$ 81,891	$ 84,348	A2.X	$ 84,348
Associate – A3				A3.1	$ 85,288
	A3.1	$ 82,804	$ 85,288	A3.2	$ 87,634
	A3.2	$ 85,081	$ 87,634	A3.3	$ 90,043
	A3.3	$ 87,422	$ 90,044	A3.4	$ 92,521
	A3.4	$ 89,825	$ 92,519	A3.5	$ 95,064
	A3.5	$ 92,296	$ 95,064	A3.6	$ 97,679
	A3.6	$ 93,219	$ 96,016		
Maximum pay point	A3.X	$ 100,010	$ 103,011	A3.X	$ 103,011
Associate – A4				A4.1	$ 103,248
	A4.1	$ 100,241	$ 103,248	A4.2	$ 106,088
	A4.2	$ 102,998	$ 106,088	A4.3	$ 109,005
	A4.3	$ 105,830	$ 109,005	A4.4	$ 112,003
	A4.4	$ 108,740	$ 112,002	A4.5	$ 115,082
	A4.5	$ 111,731	$ 115,083		
Maximum pay point	A4.X	$ 121,072	$ 124,704	A4.X	$ 124,704

Classification or local designation	Pay points	Pre-determination salary	Salary on and from 18 October 2026	Pay points	Step adjustment from July 2027 (incremental advancement)
Professional stream (base salaries)					
Professional – P1				P1.1	$ 74,276
Undergraduate	P1.1	$ 72,113	$ 74,276	P1.2	$ 77,619
	P1.2	$ 75,358	$ 77,619	P1.3	$ 81,112
Graduate	P1.3	$ 78,749	$ 81,112	P1.4	$ 84,762
	P1.4	$ 82,293	$ 84,761	P1.5	$ 88,576
	P1.5	$ 87,436	$ 90,059	P1.X	$ 90,059
Professional – P2				P2.1	$ 100,591
	P2.1	$ 97,661	$ 100,591	P2.2	$ 102,854
	P2.2	$ 99,858	$ 102,854	P2.3	$ 105,168
	P2.3	$ 102,105	$ 105,169	P2.4	$ 107,535
	P2.4	$ 104,402	$ 107,534	P2.5	$ 109,954
	P2.5	$ 107,848	$ 111,084		
Maximum pay point	P2.X	$ 121,448	$ 125,092	P2.X	$ 125,092
Professional – P3				P3.1	$ 132,024
	P3.1	$ 128,179	$ 132,024	P3.2	$ 134,995
	P3.2	$ 131,063	$ 134,995	P3.3	$ 138,032
	P3.3	$ 134,012	$ 138,032	P3.4	$ 141,138
	P3.4	$ 137,026	$ 141,137	P3.5	$ 144,313
	P3.5	$ 141,549	$ 145,795		
Maximum pay point	P3.X	$ 162,464	$ 167,338	P3.X	$ 167,338
Professional – P4					
	P4.X	$ 168,235	$ 173,282	P4.X	$ 173,282
Midpoint		$ 186,231	$ 191,817		$ 191,817
Maximum pay point	P4.X	$ 204,226	$ 210,353	P4.X	$ 210,353

Classification or local designation	Pay points	Pre-determination salary	Salary on and from 18 October 2026	Pay points	Step adjustment from July 2027 (incremental advancement)
Management stream (base salaries)					
Management – M1					
	M1.X	$ 168,963	$ 174,032	M1.X	$ 174,032
Midpoint		$ 184,595	$ 190,133		$ 190,133
Maximum pay point	M1.X	$ 200,227	$ 206,234	M1.X	$ 206,234
Management – M2					
	M2.X	$ 198,532	$ 204,488	M2.X	$ 204,488
Midpoint		$ 216,900	$ 223,407		$ 223,407
Maximum pay point	M2.X	$ 235,268	$ 242,326	M2.X	$ 242,326

Schedule 2 – Allowances

Note: See subsection 8.6.

Table A — Workplace responsibility allowance

Allowance	Pre-determination rate of allowance	Rate of allowance on and from 18 October 2026
Workplace responsibility allowance	$32.75 per fortnight	$33.73 per fortnight

Table B — Community language allowance

Allowance	Pre-determination rate of allowance	Rate of allowance on and from 18 October 2026
Community language allowance: An employee who has adequate language skills, as determined by an individual or body approved by the CEO, for simple communication.	$1,541 per annum*	$1,587 per annum*
Community language allowance: An employee who is certified by the National Accreditation Authority for Translators and Interpreters (NAATI) as a Translator or Interpreter at any level; or is assessed to be at the equivalent level by an individual or body approved by the CEO.	$3,080 per annum*	$3,172 per annum*

* The allowance is calculated annually and paid fortnightly.