

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

# ACER Enterprise Agreement 2019 – 2022

*Fair Work Commission Agreement Number: tba*

Australian Council *for* Educational Research



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## Part A: Agreement formalities

### 1 Title

The title of this Agreement is the: **Australian Council for Educational Research Limited Enterprise Agreement 2019 - 2022**

### 2 Operation of Agreement

This Agreement shall come into force seven (7) days after it is approved by Fair Work Commission (FWC). The nominal expiry date for the Enterprise Agreement is 31 December 2022. Negotiations for the next Enterprise Agreement shall commence no later than 1 September 2022.

### 3 Definitions

“AACC” shall mean the ACER Advisory and Consultative Committee

“ACER” shall mean Australian Council for Educational Research Limited.

“Agreement” shall mean the Australian Council for Educational Research Limited Enterprise Agreement 2019 - 2022.

“Bargaining Representative” shall mean a person who is nominated to represent an employee during the bargaining for the agreement or in a matter before Fair Work Commission about bargaining for the agreement.

“Casual Employees” shall mean a casual employee who is engaged by the hour on the basis that each engagement is a separate and distinct period of service.

“CEO” means the Chief Executive Officer or their delegated representative.

“Colleague” shall mean a person employed by ACER and nominated by the employee which may be an ACER union representative.

"Eligible Casual Employee" shall have the meaning described in [Schedule 2](#) of this Agreement.

"FWC" means Fair Work Commission.

“Immediate family” means:

- (a) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
- (b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.

"NES" means the National Employment Standards as outlined in [Divisions 3-12](#) of Chapter 2, Part 2.2 of the Fair Work Act 2009.

“PIP” means Performance Improvement Plan.

“Senior Manager” Senior Managers are those appointed by the CEO as a Head of Division, Research Program Director or Head of an equivalent business unit.

“Employees” shall mean all ACER employees employed in Australia other than the Senior Managers.

“Union” shall mean The Community and Public Sector Union (CPSU).

## **4 Application**

This Agreement is made under [section 172\(2\)\(a\)](#) of the *Fair Work Act 2009* and shall cover in its terms:

- (a) ACER;
- (b) all employees of ACER employed to work in Australia other than Senior Managers; and
- (c) an employee organisation who makes application to Fair Work Commission under [section 183\(1\)](#) of the *Fair Work Act 2009* to be covered by this Agreement.

## **5 Access to Agreement**

Copies of this Agreement shall be kept in an easily accessible place in each ACER building and will be available for inspection at any time by persons covered by the Agreement, including on the ACER Intranet.

## **6 Entire Agreement**

This Agreement will regulate the conditions of employment of employees covered by the Agreement to the exclusion of all other awards and industrial agreements.

## **7 Savings provision and relationship with other awards and agreements**

Any entitlement in the nature of an accrued entitlement which has accrued to an individual's benefit under a previous agreement will not be adversely affected by the making of this Agreement. No employees will, on aggregate, have their overall pay and conditions reduced as a result of the making of this Agreement.

## **8 Individual flexibility agreement**

ACER 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; and
  - (v) leave issues (such as Public Holidays; Flexible Leave and Religious and Ceremonial Leave).
- (b) the arrangement meets the genuine needs of the ACER and the employee in relation to one or more of the matters mentioned in paragraph (a); and
- (c) the arrangement is genuinely agreed to by the employer and the employee.

ACER must ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under [section 172](#) of the *Fair Work Act 2009*; and
- (b) are not unlawful terms under [section 194](#) of the *Fair Work Act 2009*; and
- (c) result in the employee being better off overall than the employee would be if no arrangement was made.

ACER must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of ACER and the employee; and
- (c) is signed by ACER and the employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- (d) includes details of:
  - (i) the terms of the Agreement that will be varied by the arrangement; and
  - (ii) how the arrangement will vary the effect of the terms; and
  - (iii) how the employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
  - (iv) states the day on which the arrangement commences.

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

ACER or the employee may terminate the individual flexibility arrangement:

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

## **9 No extra claims**

The persons covered by this Agreement in accordance with [section 53](#) of the *Fair Work Act 2009* agree not to pursue any further claims in relation to the terms and conditions of the employees covered by this Agreement while this Agreement remains in operation.

## **10 Disputes and grievances**

**10.1** If a dispute relates to:

- (a) a matter arising under the Agreement; or
- (b) a matter pertaining to the application of the Agreement; or
- (c) the National Employment Standards;

this clause sets out procedures to settle the dispute.

**10.2** In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant line manager/s and/or management.

**10.3** An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause, including a CPSU representative or an Employer's organisation.

**10.4** If the dispute is not resolved, either party can inform the CEO, in writing of the existence of a dispute, and provide a written report regarding the nature and substance of the dispute and the employees who are party to it. In this instance the CEO, will determine whether to refer the dispute to:

- (a) an Independent Investigator; OR
- (b) a Disputes Committee that will be convened by the CEO, within five working days of the CEO, receiving the written report, unless agreed otherwise. The

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Disputes Committee will consist of three nominees of the CEO, (other than the CEO) one of whom will be appointed as chair, and three employees nominated by the employees who are party to the dispute. Alternatively, the employees may nominate a CPSU official, as one of their nominated members of the committee. The chair will have a casting, as well as a deliberative, vote.

The Disputes Committee will attempt to resolve the matter within five working days of its first meeting. Any resolution will be in the form of a written agreement, subject, if necessary, to ratification by each party.

Until the procedures described have been exhausted:

- (a) work will continue in accordance with usual practice unless the employee has a reasonable concern about an imminent risk to their health and safety; and
- (b) industrial action will not be taken by either party at any stage of the above process.

For the purpose of this clause, “usual practice” means the state of affairs that existed immediately prior to the change that gave rise to the dispute.

Should the dispute not be resolved by the processes referred to in this clause, the matter may be referred by either party to a mutually agreed person who is independent from ACER, its employees and the union covered by the Agreement, or Fair Work Commission, who may settle the dispute.

### **10.5** 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 the Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the *Fair Work Act 2009*. A decision that the Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of [Div 3 of Part 5.1](#) of the *Fair Work Act 2009*. Therefore, an appeal may be made against the decision.

### **10.6** The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this clause.

## **11 Implementation of change**

- 11.1** Where ACER has formulated a proposal to introduce a major change likely to have a significant effect on ACER's employees, such as to production, program, organisation, structure, work practices or technology in relation to its enterprise, OR where ACER proposes to change the rosters or hours of work of its employees, ACER must notify the relevant employees and ACER CPSU Branch section committee of the proposal to introduce the major change as soon as practicable.

- 11.2** The relevant employee/s may appoint a representative for the purposes of the procedures in this clause. If the relevant employee/s appoints, a representative for the purposes of consultation and the employee/s advise the employer of the identity of the representative, the employer must recognise the representative.
- 11.3** In this clause, a major change is likely to have a significant effect on employees if it results in:
- (a) the termination of the employment of employees; or
  - (b) major change to the composition, operation or size of ACER's workforce or to the skills required of employees; or
  - (c) the elimination or diminution of job opportunities (including opportunities for promotion); 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 substantive restructuring of jobs.
- 11.4** As soon as practicable after formulating a proposal, ACER must:
- (a) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
  - (b) discuss with the affected employees:
    - (i) the introduction of the change; and
    - (ii) the effect the change is likely to have on the employees; and
    - (iii) measures ACER is taking to avert or mitigate the adverse effect of the change on the employees; and
  - (c) for the purposes of the discussion, provide, in writing, to the affected employees and the ACER CPSU Branch section committee:
    - (i) all relevant information about the change including the nature of the change proposed; and
    - (ii) information about the expected effects of the change on the employees; and
    - (iii) any other matters related to the change likely to affect the employees; and
    - (iv) provision of the material "in writing" under this clause includes the provision of the material via email and/or posting in a prominent place on the ACER Intranet.
- 11.5** However, ACER is not required to disclose confidential or commercially sensitive information to the affected employees.
- 11.6** ACER must give prompt and genuine consideration to matters raised by their employees or their representatives about the major change by the affected employees and the ACER CPSU Branch section committee and where appropriate provide training for the employees to assist them to integrate successfully into the new structure.
- 11.7** In accordance with this clause, the affected employees and the ACER CPSU Branch section committee may submit alternative proposals which will meet the indicated rationale and benefits of the proposal. Such alternative proposals must be submitted in a timely manner so as not to lead to an unreasonable delay in the introduction of

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any contemplated change. If such a proposal is made, ACER must give considered reasons to the affected employees and the ACER CPSU Branch section committee if ACER does not accept its proposals.

### 11.8 Indicative reasonable timeframes are as follows:

Step in process	Number of working days in which to perform each step
Employer advises Employees and relevant Union covered by this Agreement	
Response from Employees or the relevant Union covered by this Agreement	5 days following receipt of written advice from Employer
Meeting convened (if requested)	5 days following request for meeting
Further Employer response (if relevant)	5 days following meeting
Alternative proposal from Employees or relevant Union covered by this Agreement (if applicable)	10 days following receipt of Employer response
Employer response to any alternative proposal	10 days following receipt of alternative proposal

### 11.9 Any dispute concerning the Parties obligations under this clause shall be dealt with in accordance with [clause 10](#).

## 12 ACER Advisory and Consultative Committee (AACC)

The AACC provides a wide advisory and consultative mechanism within ACER. Any matter regarding the operation of ACER may be raised for consideration by AACC other than the detail of matters directly pertaining to the circumstances of an individual employee, unless with the express prior approval of that employee in writing to the chair of AACC, and any dispute pertaining to the interpretation and application of the Agreement.

Detailed information about AACC membership, elections and processes associated with the operation of the Committee are incorporated in ACER policies.

The Committee is composed of elected employee representatives, representatives nominated by the CEO and a Union Branch member appointed by the ACER CPSU convener.

## 13 ACER employee policy

ACER policies and procedures regarding employment matters that are not part of this Agreement are kept on the [ACER Intranet policy site](#) and may be revised from time to time by the CEO. Prior to determining such revisions the CEO will obtain the advice of the Head of Division who will ensure that the matter has been considered by the [ACER Advisory and Consultative Committee \(AACC\)](#). The AACC will consult with employees regarding the matter under consideration. If AACC has provided advice to the Head of Division on the matter under consideration, such advice will be tabled for the information of the CEO. The ACER policies are not part of this Agreement.



### **Equal opportunity**

ACER will maintain, and regularly review, a policy on equal employment opportunity.

## **Part B: Employment**

This Part B does not apply to casual employees.

### **14 Employee appointments**

#### **14.1 Types of employment**

Ongoing Appointments will be the primary mode of employment at ACER unless employment under 14.2 (a) to (g) is warranted by the specified circumstances. Employment contracts will state which of the below types of employment the employee is appointed under.

- a) Ongoing Appointments means full time or part-time employment other than on a fixed term or casual basis where the employment has no specified end date. Continuing Appointments carry the same definition in accordance with grandfather arrangements in past ACER Enterprise Agreements.
- b) Fractional or part time means employment for less than the normal fortnightly hours of duty specified for a full time employee, for which all entitlements are paid on a pro-rata basis according to service fraction employed.
- c) Fixed Term Contracts means employment that has a specified end date and can be made on a full time or part time basis in accordance with clause 14.2.
- d) Seasonal Appointments are a form of employment whereby the workload only occurs during certain times of the year. These appointments can be on an ongoing or fixed term basis, and can be part time or full time. Employees will be placed on leave without pay during 'down periods' and will not accrue leave entitlements or be paid superannuation during this time.
- e) Casual Appointments mean occasional, ad hoc or incidental employment. A casual employee is engaged by the hour to meet short term business needs, on the basis that each engagement is a separate and distinct period of service.

#### **14.2 Fixed Term Contracts**

- a) Fixed term contracts will only be used in the instances where work activities fall within the description of one or more of the following circumstances:
- b) **“Graduate Contract”** of up to two years for the purposes of participating in a graduate rotation scheme. Positions are only open to candidates who are no more than two years past graduating from university at date of commencement; or
- c) A **“Test Developer Initial Term Contract”** of two years where the position is for an initial appointment as a test developer at Research Officer, Research Fellow or Senior Research Fellow level. Where a subsequent contract is to be offered, the appointment will be made under clause 14.1 (a); or
- d) A **“Limited Term”** of up to two years where the project work is supported by contingent funding as in work in a new area, a pilot or trial project and it is not known if it will be required on an ongoing basis. Where a subsequent contract is to be offered, the appointment will be made under clause 14.1 (a); or

- e) A “**Fixed Term Project**” of up to two years where the work is for a specified project where it is known at the time of offer that the work will not be required beyond the term of the contract; or
- f) A “**Leave Replacement**” where an employee is appointed to specifically replace an existing employee who are on paid or unpaid leave, including, but not limited to: parental leave; annual leave; personal leave; long service leave; or takes a temporary reduction in time fraction; or is temporarily reassigned to undertake another position; or
- g) A “**Recruitment Vacancy Limited Term**” of less than one year where an existing position is vacated and ACER needs to fill the vacancy pending recruitment of an ongoing employee.
- h) A “**Transitional Fixed Term Contract**” created under the transitional arrangements in clause 14.2 of the previous Enterprise Agreement.

Employees appointed under clause 14.2 (other than h) do not require a review of their arrangement and their contract will end on the contracted date.

### **14.3 Transitional arrangements**

Employees on a Transitional Fixed Term Contract will have their contract reviewed by a Contract Review Committee in accordance with the following provisions.

Employees who are appointed on Transitional Fixed Term Contracts under clause 14.2 are given the following minimum periods of notice of the decision about a further offer of employment:

- (a) For two year or less contracts - three months prior to the expiry of the contract.
- (b) For three year contracts - four months prior to the expiry of the contract.
- (c) For five year contracts - six months prior to the expiry of the contract.

The Contract Review Committee will consist of at least a Divisional Head or delegate as Chair, and one or two employees senior to the position being reviewed who are familiar with the work of the employee.

The Committee will consider:

- (a) the skills and expertise required by ACER;
- (b) continued requirement for the work;
- (c) the skills, expertise and accomplishments of the employee.

The Committee may seek information from the employee’s direct supervisors and may seek information from other relevant employee. The employee may submit, or be requested to submit, relevant material or information to the Contract Review Committee. An employee may request that an ACER Human Resources officer or a Diversity Contact Officer participate in the contract renewal process.

The Chair of the Committee will make a recommendation to the CEO or Delegate regarding any further offer of employment in accordance with clause 14.1 (a) to (f). An employee cannot be offered any further Transitional Fixed Term Contract other than the initial Transitional Fixed Term Contract created under this provision. The decision to offer or not to offer further employment will be a matter solely for the CEO or their delegate. The Committee may meet as a virtual Committee.

A employee on a Transitional Fixed Term Contract who, after at least five years continuous service is not offered further employment, will receive a payment of two weeks per year of service, calculated at their average service fraction, upon ceasing employment with ACER, unless terminated under the provisions of [clause 21](#) relating to Misconduct.

#### **14.4 Approval of positions**

The creation, variation and filling of all positions, other than casual positions, are at the discretion of the CEO. Once the CEO has approved a request to recruit to a position then the relevant Divisional Head has the authority to approve the appointment.

#### **14.5 Probation**

New employees will be required to complete a probationary period of three months at the commencement of their employment with ACER.

A probation period of 3 months may be extended where additional time is required to further assess suitability for confirmation of employment provided that the total period of such probation does not exceed the 6 months minimum employment period specified in section [383](#) of the *Fair Work Act 2009*.

Subject to the approval of the Director Human Resources and relevant Head of Division new employees may be required to complete a probation period of six months at the commencement of employment, if it is reasonable having regard to the nature of the position.

New employees appointed on short fixed term contracts will not have a probationary period that extends beyond half the term of the contract, with a maximum probation period of six months. Any second or subsequent fixed-term contracts, or ongoing appointments thereafter will not contain a further probationary period, unless it is for a position where the duties are substantially different.

Upon commencement with ACER the line manager will provide the employee with information about the requirements of the position, the expected standard of performance and details of the probation process. The line manager will be expected to monitor the employee's performance and provide regular feedback throughout the probation period.

## **15 Hours of duty and workloads**

### **15.1 Hours of duty**

The standard working fortnight for full time employees is 73 hours 20 minutes, and pro rata for employees on fractional appointments.

Fractional employees are engaged to work a specified number of hours per fortnight which is less than the ordinary fortnightly hours for a full-time employee in the same classification. By agreement between the fractional employee and a member of Senior Management, the employee may work additional ordinary hours in a fortnight up to the standard full time hours to meet a short term need. Such additional hours will be paid at ordinary rates unless the provision for overtime in [clause 16.9](#) is applicable. Unless otherwise agreed in writing by the relevant member of Senior Management a fractional employee will work on regular nominated days. A fractional employee shall be paid pro-rata according to the number of hours worked based on the salary rate prescribed by the Agreement for a full time employee

in the same classification

The ordinary hours of attendance for full-time employees are 8.40am to 5.00pm Monday to Friday with one hour unpaid time taken for lunch between 12.00pm and 2.00pm, although work requirements or the circumstances of employees may give rise to a different spread of hours being agreed. Employees will not be required to work in excess of 5 hours before being granted an unpaid meal break.

To ensure the health and safety of all employees, all employees should get a minimum break of 10 hours between finishing work on one day and starting work the next day. Work includes any reasonable additional hours, flexible working arrangements or overtime.

## **15.2 Workload**

The following principles will apply to the allocation of work for ACER employees:

- a) ACER will as far as possible ensure that no employee is assigned a workload that cannot reasonably be undertaken within the employee's ordinary hours of work and provide a balance between the employee's goals, needs and commitments of the organization.
- b) Employee workloads will be managed in the context of the responsibilities within the relevant position description/s, the employee/s level of employment and ordinary hours of work.
- c) In the first instance, concerns about workload should be raised by the employee/s with their line manager. The line manager should respond within 10 working days of receiving such a request.
- d) If the employee/s remain concerned, they may request a review of their workload. This request must be made in writing and set out details of the workload and the reasons why the workload is beyond the expectations of their position description, level of employment and/or ordinary hours of work.
- e) On receipt of a request under this clause, ACER must give the employee/s a written response with 10 working days, stating whether ACER agrees to or refuses the request.
- f) If ACER refuses the request for a review under clause 15.2(e), the written response must include details of the reasons for the refusal.
- g) If ACER agrees to the request, a review of the workload of the employee/s will be conducted. Following completion of the review, the employee/s and ACER shall agree on necessary adjustments that are required to ensure the workload for the employee/s is within the scope of their position description, level of employment and ordinary hours of work.

## **15.3 Home based work**

ACER may consider the possibility that some of an employee's time may be spent working from home on an ongoing or occasional basis. Requests to work from home need Head of Division approval. Where requests to undertake home based work are refused, ACER will provide the employee with the reasonable business grounds for such a refusal.

Employees who are approved to work from home are expected to abide by relevant occupational health and safety (OHS) requirements and establish a home office that is ergonomically sound and has appropriate lighting and temperature control.

## **16 Remuneration and allowances**

### **16.1 Basis of assignment to salary scales**

All employees are to be assigned to a position with an accompanying position description. Each position has an associated job size which determines the salary scale to which an employee is assigned. Salary scales are set out in [Schedule 1](#).

### **16.2 Determination of job size**

Job size is determined by the CEO having regard to the principles in [Schedule 1](#). The CEO's decision is to be made following advice from a Position Evaluation Committee (PEC).

### **16.3 Position Evaluation Committee**

The Position Evaluation Committee (PEC) comprises:

- (a) three members representing employees, one of whom shall be an employee from the ACER CPSU Branch section committee; and
- (b) three members appointed by the CEO, one of whom shall chair the PEC.

The PEC will provide advice regarding position size to the CEO. Such advice will be informed by the result of position sizing using the software product "JOBSCORE" supplied by Insightpay. The PEC will determine the procedures it employs in reaching such evaluation decisions. The PEC may consult with the relevant line manager or other employees with knowledge of the requirements of the position.

### **16.4 Notification of job size and market loadings**

The Director Human Resources will notify members of the PEC regarding a position size that has been determined and whether a labour market salary loading has been applied.

### **16.5 Incremental progression**

Employees are entitled to automatic annual progression within the salary range of the level of their appointment until the top salary point is reached, unless the CEO decides to withhold an annual increment following a judgement that an employee's performance during the year has been unsatisfactory as provided in [clause 20](#).

The date of annual increment for employees is the anniversary of their date of commencement with ACER, except for employees who are advanced. In this case the increment should occur on the anniversary of their advancement date.

### **16.6 Employees advancement**

In the case that an employee's position description is judged to no longer be an adequate description of the employee's current role or of ACER's requirements, a proposal may be made to the CEO to advance the employee to an alternative, more senior position.

A proposal for advancement to a more senior position may be made at any time by the relevant Head of Division or the employee. Such a proposal must be in writing and be accompanied by a proposed position description. It may be accompanied by a copy of the most recent Annual Performance Review and other relevant material.

If the CEO approves advancement to a position that does not have an established job size, then the CEO may authorise the PEC to size that position.

If an employee's current salary is beyond the top of their new scale then their salary will be maintained.

#### ***General employees***

The proposed position may be a previously established position and so have an existing position description and job size, or may be a newly proposed position without an

established job size. The proposal should make clear the basis for the proposed change with respect to the current or anticipated needs of ACER.

***Job size 400 and lower***

Each proposal for advancement to a more senior position is considered by the relevant Head of Division who makes a recommendation to the CEO.

***Above job size 400***

Each proposal for advancement to a more senior position is considered by an ad hoc committee comprising at least two members from senior management nominated by the CEO. This committee makes a recommendation to the CEO.

In the case of research employees, advancement is to one of the generic research positions referred to in [Schedule 1](#).

***Research Officer 1 & 2 and Research Fellow 1 & 2***

Each proposal for advancement to Research Officer 1 & 2 and Research Fellow 1 & 2 is considered by the relevant Head of Division who makes a recommendation to the CEO.

***Senior Research Fellow 1 & 2 and Principal Research Fellow***

Each proposal for advancement to Senior Research Fellow 1 & 2 and Principal Research Fellow is considered by an ad hoc committee comprising at least three members of Senior Management nominated by the CEO and who makes a recommendation to the CEO.

***Feed back when advancement not approved***

In the case that the CEO decides not to advance an employee to a more senior position, the CEO will ensure that the relevant Head of Division or delegate will, shortly after the decision is made, meet with the employee and the employee's line manager to review, and where appropriate revise the employee's annual objectives in the light of this decision.

**16.7 Salary loading**

The CEO may determine that a salary loading will be paid to take into account labour market conditions, or particular duties that are not provided for by the payment of a higher duties allowance.

**16.8 Higher duties allowance**

ACER recognises the need to provide a Higher Duties Allowance for employees who are requested to perform the duties of certain key positions when the incumbents of those positions are absent from ACER for at least ten consecutive working days and not more than twelve months. Higher duties can also be applied temporarily in instances where ACER needs to fill a vacancy of an existing position. The payment of a Higher Duties Allowance is at the discretion of the Head of Division. Should the Higher Duties Allowance be approved, the employee will be advised whether full or partial responsibilities of the higher position are to be performed, and the amount and anticipated duration of the Higher Duties Allowance. If the organisation's requirement for the performance of work at a higher level is for one year or more, then the CEO will offer a Notice of Variation to Contract at an appropriate salary level for the duration of the period of work at the higher level:

- (a) Where an employee performs the full duties of the higher office, they are paid an allowance equal to the difference between the relieving person's actual salary and the minimum salary of the higher position.
- (b) Where an employee performs a portion of the duties of a higher office, they are paid an allowance determined through an assessment, by the CEO of the amount of additional responsibility accepted.
- (c) If the duties of the higher position are shared between two or more persons, the total

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allowance payable does not exceed the difference between the most senior reliever's salary and the minimum salary of the higher position.

- (d) Where an employee is offered a Higher Duties Allowance, the allowance is payable from the date they commenced performing the higher duties.
- (e) An employee shall not be penalised in any way for a refusal to perform higher duties.

While it is ACER's preference to support the development and advancement of its employees, the CEO retains the discretion to appoint a person from outside to perform the duties of any position which has become temporarily vacant.

**16.9 Provisions for employees entitled to overtime**

*Entitlement to approved overtime*

Payment for overtime is only made to employees who occupy positions with a job size of up to and including 400 points.

A relevant Head of Division or delegate must authorise the working of overtime in advance. Overtime will apply where an employee is required to work more than 73 hours 20 minutes per pay fortnight.

Approved overtime is paid at the following rates:

Weekdays	time and a half for the first three hours and double time thereafter;
Saturdays	time and a half up to 12 noon (or the first three hours whichever occurs first) and double time thereafter;
Sundays	double time;
Public Holidays	double time.

Except in an emergency or where reasonable notice has been given, an employee may refuse to work overtime where this interferes with the employee's personal commitments.

*Variation to hours for employees entitled to overtime*

For employees entitled to overtime under the provisions of this clause, any ongoing request for regular variation to ordinary hours of attendance must be approved by the appropriate Head of Division or delegate.

*Entitlement to approved time off in lieu of overtime*

With the approval of the appropriate Head of Division or delegate, employees eligible for overtime payment may elect to be given time off in lieu of overtime worked calculated at ordinary time.

*Entitlement to childcare expense reimbursement*

Where an employee who is entitled to overtime under provisions of this clause is:

- (a) required by ACER to work outside their ordinary hours of work; and
- (b) provided with less than 24 hours' notice of the requirement to perform overtime.

The employee will be reimbursed for reasonable childcare expenses incurred.

Evidence of expenditure incurred by the employee must be provided to ACER as soon as possible after the working of such overtime.

### **16.10 Provisions for employees not entitled to overtime**

Employees not entitled to overtime under the provisions of [clause 16.9](#) are entitled to manage their working hours in a flexible manner that fulfils their professional responsibility to meet work obligations and in order to avoid working in excess of a standard working fortnight.

Employees must liaise with their line manager and with colleagues as appropriate to ensure proper communication regarding their hours of attendance.

A Head of Division or delegate must authorise in advance an employee to work agreed hours in excess of a standard working fortnight. A record of such hours will be kept and signed by the employee and their manager. Employees are entitled to take time-in-lieu of such excess hours, calculated at ordinary time, at a time that is mutually acceptable to the employee and the relevant Head of Division or delegate.

### **16.11 Meal allowances**

No employees eligible for overtime payment shall be required to work more than five hours continuously without a meal break of at least half an hour. A meal allowance as set out in [Schedule 3](#) shall be paid as follows:

Weekdays	when approved overtime has been worked beyond the ordinary hours of work for at least two hours;
Other	Where approved overtime has been worked for at least five hours.

Other employees may claim meal allowances at the rate above when, with the approval of the appropriate member of Senior Management, they work beyond ordinary hours for at least two hours on weekdays and at least five hours on Saturdays, Sundays and Public Holidays.

### **16.12 On-call security**

Employees who have agreed, upon the invitation of ACER, to be available to respond as they are able to out of hours security calls shall be provided with a mobile phone for such business purposes and shall be paid an “on-call” security allowance as set out in [Schedule 3](#). Such arrangements may be terminated at the discretion of the CEO. The “on-call” security allowance is not payable for periods of paid or unpaid leave greater than 10 days.

If employees attend an ACER building out of hours in response to a security call then the employee shall be paid overtime rates at double the normal hourly rate of pay, plus kilometres travelled reimbursed at the rate as set out in [Schedule 3](#). Such hours shall be calculated from the time the employee commences travelling to ACER until the employee returns home or to the place from which the employee was called.

### **16.13 First aid allowance**

An employee who possesses a current recognised first aid certificate and a continuing ability to undertake first aid responsibilities and who has been appointed as a First Aid Officer will be paid at the rate as set out in [Schedule 3](#) for the duration of the appointment. Such allowances are paid on a pro rata basis for part-time employee appointed as First Aid Officers. The First Aid Allowances is not payable for periods of paid or unpaid leave greater than 10 days.

A current recognised first aid certificate means one issued by a RTO Registered Training Organisation (RTO) having met the Australian Quality Training Framework (AQTF) Standards, and which has been obtained within the previous 3 years.



#### **16.14 Chief Warden allowance**

An employee who has been appointed as a Chief Warden or Acting Chief Warden will be paid at the rate as set out in [Schedule 3](#) for the duration of the appointment. Such allowances are paid on a pro rata basis for part-time employee appointed as Chief Warden. The Chief Warden Allowance is not payable for periods of paid or unpaid leave greater than 10 days.

#### **16.15 Employee travel and reimbursement of reasonable expenses**

ACER will ensure that employees are not financially disadvantaged by undertaking travel for work. The provisions for travel, reimbursement and recovery will be contained in an ACER Travel Policy that will reflect the following principles:

- (a) reasonable class of accommodation;
- (b) choice of per diem or reasonable expenses for meals and incidentals;
- (c) where travel is required employees are encouraged to travel in work time or where work time travel is not possible, reasonable time in lieu will be provided;
- (d) lounge access for travel where layovers are excessive; and
- (e) class of fare commensurate with the frequency and distance travelled

### **17 Professional development**

#### **17.1 Annual performance review**

Employees other than those appointed for a term of less than twelve months will participate in an annual process to set objectives, review progress against objectives and review performance more generally. Such reviews should be confidential to the individual, the nominated line manager, the relevant Head of Division, Human Resources and the CEO.

New employees may meet with their line manager as soon as practicable after commencement in order to establish objectives for the ensuing year.

Any dispute concerning the party's obligations under this clause shall be dealt with in accordance with [clause 10](#).

#### **17.2 Annual professional development review**

At least one meeting will be scheduled during each year between employees and line manager/s, unless otherwise agreed at the initiative of employees, to discuss the employee's professional learning and development.

ACER provides a budget to assist employees to participate in training and professional development, including courses of study that increase the range and level of their expertise and skills, and that contribute to ACER's objectives.

#### **17.3 Professional development support**

ACER may, at the discretion of the CEO, grant study leave and/or fee support where the following criteria are met:

- (a) the course is directly relevant to the work of the employee at ACER; or
- (b) the course, while not being directly relevant to the work of the employee, is related to the work of ACER and is important to the career development of the employee.

**Fee support**, including HELP, may be granted on the following basis:

- (a) where the course meets criterion (a) above up to full fee support may be granted
- (b) where the course meets criterion (b) above partial fee support may be granted

The CEO shall determine if fee support will be granted, and the extent of support, on the basis of the above criteria and the availability of funds.

**Study leave** may comprise one or more of the items approved from the following list:

- (a) Paid study leave to a maximum of five hours per week for travel to and attendance at mandatory supervised study activities which are not available outside working hours;
- (b) Leave to attend supervised study activities (e.g. practical work), with fluctuating weekly attendance requirements to the extent of the total of any paid study leave not availed of within the limit of five hours per week;
- (c) Leave to attend compulsory full-time segments or part-time or correspondence courses on an on-duty basis to the extent of the total of any paid study leave not availed of within the limit of five hours per week;
- (d) Paid study leave up to five days per year; and
- (e) Leave on a make-up basis, annual leave or leave without pay for supervised study activities.

ACER may require proof of study activities, exams or other compulsory activities when approving study leave and/or fee support.

#### **17.4 Informal counselling**

Informal counselling may be implemented at any time to outline a process for improving the skill development of an employee. The aim of informal counselling is to raise areas of required development with the employee and agree on an approach to address these areas. The focus of this development may not be purely on the development of technical or job related skills.

### **Part C: Other conditions of service**

Except where expressly stated this Part does not apply to casual employees.

#### **18 Superannuation**

ACER makes superannuation contributions to [UniSuper](#), the superannuation fund administered by Unisuper Limited. Contributions will be made to UniSuper as described below.

##### **18.1 Defined Benefit Division/Accumulation 2**

Employees aged less than 65 years in either of the categories below appointed after the 1 July 1984 must join the Defined Benefit Division:

- continuing employees who hold full-time appointments or fractional appointments of not less than 50% of the equivalent full-time appointment;
- contract employees who hold full-time appointments or fractional appointments of not less than 50% of the equivalent full-time appointment, and whose contracts of appointment are for periods of more than one year.

Short term contract employees whose initial appointment for one year or less is renewed by a further contract and whose total appointment will then exceed 12 months must join the Defined Benefit Division/Accumulation 2 from the date of renewal.

Employees eligible for membership of the Defined Benefit Division/Accumulation 2 will automatically contribute at the standard rate of 7% of salary by automatic deduction from salary, whilst ACER contributes 17% of salary (14% to the defined benefit component and 3% to the accumulation component). Employees may make an election to reduce the standard rate of member contributions in accordance with the UniSuper Trust Deed.

Employees have the option to transfer from the Defined Benefit Division to Accumulation 2 within 12 months of joining the Defined Benefit Division. Further details regarding this option will be provided by UniSuper directly to the employee after joining the Defined Benefit Division.

### **18.2 *Accumulation 1***

ACER contributes at the statutory superannuation contribution guarantee rate for full-time and fractional employees who are not members of the Defined Benefit Division/Accumulation 2, and casual employees who earn more than the superannuation guarantee threshold per month or where this criterion is not met, where gross salary exceeds a statutory threshold in any month.

### **18.3 *After-tax contributions to superannuation***

Employees may make after-tax voluntary member contributions to their accumulation account.

### **18.4 *Before-tax contributions to superannuation***

Employees may make before tax voluntary (salary sacrifice) contributions to UniSuper.

### **18.5 *Choice of Super fund***

UniSuper Ltd is the default fund for employee membership and contributions. However, employees may elect to nominate an alternative registered superannuation fund on approval of this Agreement by the Fair Work Commission.

## **19 Leave**

### **19.1 Annual leave**

Full time employees are entitled to twenty working days (146 hours 40 minutes) annual leave for each year of employment. Fractional employees are entitled to pro-rata annual leave.

Annual leave accrues on a pro-rata basis and is cumulative.

Full time employees who have accumulated more than 40 days annual leave entitlement (and pro-rata for fractional employees) can be directed to take their excess accumulated annual leave entitlement. Employees may also be directed to take annual leave during periods of any shut downs provided that the employee has that amount of annual leave credited to them.

Annual leave may be taken at times which are mutually suitable subject to any operational requirements.

A period of annual leave does not include any public holiday or work day which ACER may take as a holiday.

Employees who require personal leave during annual leave are re-credited annual leave and placed on personal leave on production of a medical certificate.

An employee may apply to the Director Human Resources to cash out their annual leave due to financial hardship. In deciding to approve such a request the Director Human Resources will consider the financial circumstances provided, the balance of other leave entitlements, previous leave patterns and the need for the employee to retain a balance of 4 weeks annual leave.

## **19.2 Public holidays**

When an ACER employee's ordinary hours of work occur on a public holiday, the employee is entitled to a paid absence for the day or part day that is the public holiday. ACER employees are entitled to the public holidays in the place where the employee is based for work purposes.

## **19.3 ACER holidays**

Employees are granted the week days that are not public holidays between 26 December and 1 January as additional leave.

## **19.4 Personal / carers' leave and compassionate leave**

### ***Paid personal / carers' leave***

Full time employees are entitled to twenty working days (146 hours 40 minutes) personal leave for each year of employment. Fractional employees are entitled to pro-rata personal leave. No restriction exists on the amount of accrued personal leave which can be taken at any one time.

Personal leave accrues on a pro-rata basis and is cumulative.

Leave in excess of three consecutive days (22 hours) must be supported by a registered health practitioner's certificate, statutory declaration or other satisfactory evidence. If an employee has taken 5 uncertificated leave days in a calendar year, the Director Human Resources in conjunction with the relevant line manager may require the employee to provide a certificate from a registered health practitioner for all subsequent occasions in that year.

Deductions will be made from salary for personal leave in excess of the accrued entitlement. Pay in lieu of unused personal leave cannot be claimed on resignation.

In circumstances where an immediate family and / or household member is ill, injured or subject to an unexpected emergency employees may elect to take leave from their accrued personal leave as carers' leave. Fractional employees are entitled to pro rata carers' leave for absence on days they ordinarily work.

A period of Personal / Carers' leave does not include any public holiday or work day which ACER may take as a holiday.

### ***Compassionate leave***

An employee is entitled to three days of compassionate leave for each occasion (a permissible occasion) when a member of the employee's immediate family, a member of the employee's household, or other person approved by the Director Human Resources:

- (a) contracts or develops a personal illness that poses a serious threat to their life; or
- (b) sustains a personal injury that poses a serious threat to their life; or
- (c) dies.

An employee may take compassionate leave for a particular permissible occasion if the leave is taken:

- (a) to spend time with the member of the employee's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury; or
- (b) after the death of the member of the employee's immediate family or household.

An employee may take compassionate leave for a particular permissible occasion as:

- (a) a single continuous three day period; or

- (b) three separate periods of 1 day each; or
- (c) any separate periods adding up to 22 hours to which the employee and their employer agree.

If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the employee may take the compassionate leave for that occasion at any time while the illness or injury persists.

Leave in excess of three consecutive days (22 hours) must be supported by a registered health practitioner's certificate, statutory declaration or other satisfactory evidence.

If, in accordance with this Subdivision, an employee, other than a casual employee, takes a period of compassionate leave, the employer must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the period.

***Casual employees***

For casual employees, compassionate leave is unpaid leave.

**19.5 Long service leave**

- (a) Long service leave is paid at an employees' ordinary pay. For the purposes of this clause, ordinary pay means the rate of pay that an employee is entitled to receive at the time they take long service leave.
- (b) Full-time and fractional employees are entitled to paid long service leave on the completion of seven years of continuous paid employment.

Full-time employees are entitled to 9.1 weeks (45.5 days) of paid long service leave on completion of seven years of continuous paid employment and thereafter an additional 1.3 weeks (6.5 days) of paid long service leave for each additional year of continuous paid employment.

For full time and fractional employees, long service leave accrues each fortnight based on the following formula:

6.5 days divided by 365/14 x average service fraction for the fortnight.

- (c) Long service leave must be taken at a time mutually agreeable to the CEO and the employee. Postponement will not result in any loss of entitlement. Applications for long service leave must be recommended by the relevant Head of Division taking into account the requirements of ACER and approved by the CEO at least one month before the leave is taken.
- (d) An entitlement to long service leave in excess of 18 weeks must not be accumulated unless with the written approval of the CEO.
- (e) Employees who have accumulated more than 18 weeks long service leave entitlement, and who have not submitted an acceptable plan to reduce their leave entitlement to no more than 18 weeks, may be required by 12 weeks written notification by the CEO to take long service leave for a specified period sufficient to return their long service leave entitlement to no more than 18 weeks, unless otherwise agreed.
- (f) The employee will then be treated as being on long service leave for the specified period even if the employee chooses to attend work contrary to the direction of the CEO.

- (g) Employment is considered to be continuous notwithstanding any period of authorised paid leave. Any periods of leave without pay, are excluded in calculating the period of continuous employment, apart from unpaid parental leave and unpaid personal leave (sick and carers). Termination followed by re-employment within 12 weeks is not counted as termination of employment but is excluded in calculating the period of continuous employment.
- (h) Where an employee has completed seven years or more continuous employment and their employment ceases payment is made for all outstanding accrued long service leave entitlement that has not already been taken as calculated in [clause 19.5\(b\)](#).
- (i) Any employee who:
- (i) resigns because of ill-health; or
  - (ii) is terminated due to redundancy; or
  - (iii) is over the age of 60 years and who either resigns or elects not to accept an offer of a further term of employment in order to retire from the workforce
- may at the discretion of ACER be paid pro-rata in lieu of long service leave if service exceeds four and is less than seven completed years.
- (j) In the event of an employee dying while employed by ACER, pay equivalent to any entitlement to long service leave is paid to the estate of the employee.
- (k) The minimum period of absence on long service leave is one day
- (l) Leave is normally taken on ordinary pay, however it can be taken at half pay if such extension, provided it does not have a detrimental impact on the operational needs of ACER.
- (m) The pay of an employee on long service leave is paid fortnightly during the period of leave, unless otherwise requested by the employee.
- (n) No employee is permitted to engage in any employment for hire or reward whilst long service leave is being taken, unless the approval of the CEO has been obtained.
- (o) A period of long service leave does not include any public holiday or work day which ACER may take as a holiday.
- (p) Employees who require personal leave during long service leave will be re-credited long service leave and placed on personal leave on production of a medical certificate.
- (q) An employee may apply to the Director Human Resources to cash out their long service leave due to financial hardship. In deciding to approve such a request the Director Human Resources will consider the financial circumstances provided, the balance of other leave entitlements, previous leave patterns and the need for the employee to retain annual leave. The Director Human Resources will advise the line Manager were such requests are approved, however the details will remain confidential.

## **19.6 Pre-natal leave**

### ***For pregnant employees:***

In addition to other leave provisions, an employee who presents a medical certificate from a doctor stating they are pregnant will have access to paid leave as follows:

- 35 hours pre-natal leave to attend medical appointments associated with pregnancy. Each absence must be covered by a certificate from a medical practitioner or midwife. Such absences may be for part of a day.

***For employees whose partners are pregnant:***

An employee who has a partner who is pregnant will, upon presentation of a medical certificate providing confirmation of the partner's pregnancy, have access to paid leave as follows:

- 7.5 hours pre-natal leave to attend medical appointments. Each absence must be covered by a certificate from a medical practitioner or midwife. Such absences may be for part of a day.

**19.7 Parental leave**

Employees are entitled to parental leave in accordance with the [Fair Work Act 2009](#). Parental leave includes primary carer leave, partner leave and adoption leave.

To access ACER paid parental leave, an employee must have worked a minimum period of 12 consecutive months before the commencement of the parental leave.

Where a public holiday or any ACER holiday occurs when an employee is taking ACER paid parental leave, the employee is entitled to take the paid public holiday or paid ACER holiday instead of their paid parental leave.

Where a public holiday or any ACER holiday occurs when an employee is taking unpaid parental leave, the employee is NOT entitled to take the paid public holiday or paid ACER holiday.

***Primary carer leave***

Employees are entitled to 18 weeks paid primary carers leave or 36 weeks at half pay on the birth of or placement of an adopted child where they are to be the primary care giver.

***Partner leave***

Employees are entitled to 3 weeks paid partner leave on the birth or adoption of a child where they are the partner of the primary care giver.

**19.8 Military service leave**

For employees who are members of the Defence Reserve they are entitled to:

- up to 15 days paid leave per annum, non-cumulative, for the purpose of attending naval, army, or airforce service or training; and
- additional reasonable unpaid leave on special request from the Defence Force or if the employee is able to demonstrate that they must attend for service or training in addition to the days referred to above;

to be taken in accordance with the ACER Leave Policy as varied from time to time.

**19.9 Community services leave**

An employee who engages in an eligible community service activity as defined in [s109 of the Fair Work Act 2009](#) is entitled to paid absence from their employment for a period if:

- the period consists of one or more of the following:
  - time when the employee engages in the activity;
  - reasonable travelling time associated with the activity;
  - reasonable rest time immediately following the activity; and
- Unless the activity is jury service—the employee's absence is reasonable in all the circumstances.

Where practical the employee must give the relevant Head of Division or delegate at least 24

hours written notice of such leave and indicate the proposed or likely period of absence on such leave.

***Jury service***

Employees who are required to be absent for the purpose of attending jury service during normal working hours will receive their base rate of pay as per [Section 111](#) of the *Fair Work Act 2009*.

**19.10 Leave without pay**

Employees may apply for both short-term and long term Leave without Pay (LWOP). ACER may require an employee, taking leave without pay of more than 10 days approved under Clause 19.1 to 19.16, to take part or all of paid annual leave they have accumulated above one year entitlement.

**19.11 Purchased leave**

All employees who have attained at least 12 months service with ACER, other than exempt and casual employees, may apply for Purchased Leave which is a reduction in a participating employee's service fraction to either 51/52 or 50/52 or 49/52 or 48/52 of the employee's ordinary service fraction for the twelve-month period.

Employees participating in the Purchased Leave scheme will not be disadvantaged with respect to professional development, conference attendance, promotion or other career advancement opportunities.

Employees who have had Purchased Leave arrangements approved will have any unused Purchased Leave paid back to them at the conclusion of the 12 month period.

**19.12 Religious, cultural and ceremonial leave**

Ceremonial leave with pay will be granted to an employee of Aboriginal or Torres Strait Islander descent for ceremonial purposes connected with the death of a member of the immediate family or extended family or for other ceremonial obligations under Aboriginal and Torres Strait Islander law.

Up to 5 days Leave will also be granted to employees whose religious ceremonies occur on days other than those prescribed as public holidays. Such leave will be taken as leave without pay, annual leave or where it is determined by ACER that it safe to do so, in lieu of public holidays, unless alternative arrangements are approved by the relevant member of Senior Management.

**19.13 Blood donation leave**

Employees who are absent for the purpose of donating blood during working hours may be granted paid leave for up to 2 hours per occasion, subject to a maximum of four attendances per year. The absence should be on a day and at a time convenient to ACER. Notice of intended absence must be given to the relevant Senior Manager.

**19.14 Post travel leave**

Where employees are required to make trips of over 10 hours' flight duration, recovery leave of one day off-shore and one day in Australia may be taken.

At the discretion of the CEO upgraded travel arrangements may be provided where the employee is required to make more than three trips of less than five days duration within a year of over 10 hours flight duration.

For employees who are required to undertake travel on ACER business outside normal



business hours, additional support for unavoidable domestic expenses may be provided at the discretion of the CEO.

These provisions do not apply to conference travel and outside studies programs.

### **19.15 Domestic / family violence leave**

ACER recognises that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work.

Therefore, ACER is committed to providing support to employees that experience domestic violence.

ACER accepts the definition of domestic violence as provided by the Family, Violence Protection Act 2008 (Victoria) and recognises that it includes physical, sexual, financial, verbal or emotional abuse by a family/household member, including behaviour by a family/household member that causes a child to hear, witness, or otherwise be exposed to the effects of this behaviour.

All personal information concerning domestic violence will be kept confidential in line with relevant legislation. No information will be kept on an employee's personnel file without their express written permission.

No adverse action will be taken against an employee if their attendance or performance at work suffers as a result of experiencing domestic violence.

An employee experiencing domestic violence may raise the issue with their immediate line manager or Human Resources.

An employee experiencing domestic violence will have access to their personal leave, annual leave or unpaid special leave for medical appointments, legal proceedings and other activities related to domestic violence. This leave may be taken as consecutive or single days or as a fraction of a day.

An employee who supports a person experiencing domestic violence may take carers' leave to accompany them to court, to hospital, or to mind children while the person being supported does attend these appointments.

An employee and their immediate family experiencing domestic violence may access the ACER Employee Assistance Program (EAP). Such assistance may be extended beyond the standard three consultations with the approval of the Director Human Resources.

In order to provide support to an employee experiencing domestic violence and to provide a safe work environment to all employees, ACER may approve any reasonable request from an employee experiencing domestic violence aimed at alleviating their situation. These include:

- (a) changes to their span of hours or pattern or hours and/or shift patterns;
- (b) job redesign or changes to duties;
- (c) relocation to suitable employment within ACER;
- (d) a change to their telephone number or email address to avoid harassing contact; and
- (e) any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.

Proof of domestic violence may be required where the employee may benefit from flexible arrangements, relocation, additional leave and/or consideration in respect to performance. This proof can be in the form of an agreed document issued by the Police Service, a Court, a Doctor, a Domestic Violence Support Service or Lawyer.

#### **19.16 Leave to attend alcohol and drug or problem gambling rehabilitation program**

ACER recognises the need to support employees who may suffer from alcohol, drug or gambling addictions and will support employees in their attempts to seek appropriate treatment.

An employee experiencing alcohol, drug or gambling addiction problems will have access to their personal leave, annual leave or unpaid special leave for treatment programs, medical appointments and other activities related to the treatment of their addiction. This leave may be taken as consecutive or single days or as a fraction of a day.

An employee who supports a person experiencing addiction problems may take carer's leave to accompany them to treatment programs, medical appointments and other activities related to the treatment of their addiction, or to mind children while the person being supported attends these appointments.

An employee and their immediate family experiencing alcohol, drug or gambling addiction problems may access the ACER Employee Assistance Program (EAP). Such assistance may be extended beyond the standard three consultations with the approval of the Director Human Resources.

## **20 Performance improvement and unsatisfactory performance**

ACER recognises that from time to time, individual performance can be affected by lack of role clarity, lack of the particular skills required for a task, insufficient resources or external factors that may impact on the ability or motivation of the employee to complete particular tasks or roles. ACER's performance improvement process is developmentally focused and first aims to identify the factors that impact on performance and attempt to remedy them. An employee may seek assistance at any time during the process.

A judgement that an employee's performance is unsatisfactory can be made at any time during a year. Such a judgement will be made by the line manager after consultation with the line manager's Manager and HR representative and will take account of the employee's position description and annual performance review, where one has been completed. ACER recognises that it is good practice to participate in an annual performance review process as per clause 17.1, however it is not a requirement to proceed with performance discussions in accordance with this clause.

Prior to commencing the Performance Improvement process the Employer must:

- a) Consider organisational and/or personal factors that play a role in the employee's underperformance and consider alternatives to the Performance Improvement process for addressing the problem; and
- b) Have a reasonable expectation that the employee is capable of meeting the required level of performance. Where the Employer and the employee agree that the employee is not capable of meeting the required level of performance, then the Employer may transfer the employee to a suitable alternative position where reasonably practicable; and
- c) Ensure a HR representative provides advice to the Manager (and employee as requested) in each step of the process to ensure procedural fairness.

When performance issues arise, the employee should be advised that there are three stages of the Performance Improvement process, with each being regarded as more serious than the last. Employees should be advised that failure to rectify the issues identified may result in further action. The Performance Improvement process will be conducted in accordance with the principles of procedural fairness and natural justice.

The employee will be provided with a reasonable opportunity to seek advice and/or representation (from the Union or a representative of their choice) before the process commences. The employee will also have the opportunity to provide details of any mitigating circumstances, which must be given due consideration before proceeding.

### **Procedural fairness**

- a) The Performance Improvement process must be consistent with the principles of procedural fairness.
- b) The Employer must advise the employee of the unsatisfactory work performance.
- c) The Employer must tell the employee the purpose of any meeting with reasonable notice.
- d) The employee will be provided with a copy of the Performance Improvement process to be followed.
- e) The employee may elect to respond either verbally or in writing at any step or stage of the process.
- f) The Employer will complete the process as quickly as practicably possible. Timeframes will be considered reasonable where they are commensurate with the issue being managed.
- g) The Employer will take into account any reasonable explanation for any failure by the employee to participate before making a decision under this clause.

### ***First stage – informal***

- (a) This stage is developmentally focused and is aimed at identifying performance issues; identifying and addressing external factors that may impact on performance; providing clear direction regarding where improvement is required; identifying appropriate support through coaching, mentoring or training; a face-to-face meeting with the employee; and a clear timeframe in which improvement is expected. Such feedback may be about individual tasks, more complex issues and/or behaviours that may be inconsistent with ACER values and leadership behaviours as identified in the ACER Leadership Framework.
- (b) Whilst the informal approach does not have to be fully documented, for more complex performance issues, the employee and their line manager will agree on a written summary of their meeting highlighting the content discussed, the agreements made, the actions to be taken and a specific date when a review of progress will be made.
- (c) The employee's line manager will document in their diary that such a meeting took place (to demonstrate this stage has been completed) but it is not a requirement or

desirable that this informal developmental discussion be recorded on the employee's employment file.

- (d) An employee will be given time to improve commensurate with the performance issue/s and the ability of the employee to respond to the improvements requested.

***Second stage – formal***

- (a) Where the informal stage does not result in satisfactory improvement the line manager will commence the formal performance improvement stage. When Stage 2 is commenced the line manager will notify the relevant Head of Division and the Director Human Resources. The line manager will brief the relevant Head of Division and the Director Human Resources on the progress made in the informal performance improvement stage and the reasons for moving to the formal stage. The Director Human Resources will provide direct guidance and coaching to the line manager on the process and best practice performance feedback. Focus will remain on attempting to assist the employee to improve their performance.
- (b) This stage will also involve a face-to-face meeting with the employee. Both parties have the opportunity to have a support person present (who may represent but not wholly replace the employee) at the meeting. Both parties can request the presence of the Director Human Resources or delegate to assist the parties with the process and/or mediation if required.
- (c) In this stage the employee should be clearly advised that, while the aim is to ensure improvement, if their performance or behaviour does not improve, dismissal for underperformance may be the ultimate result.
- (d) During the meeting both parties should investigate the possible reasons for the poor performance. This includes asking the employee if there are any reasons outside of the workplace that may be contributing so that a more complete perspective of the situation is obtained.
- (e) At this meeting the line manager should:
  - (i) Inform the employee of their non-performance, referring to any relevant performance criteria in previous discussions/agreements, their position description, annual performance review, or contract, or specify the behavioural issues that are of concern that need rectifying.
  - (ii) Provide the employee with a minimum of one week to respond and invite input.
  - (iii) Mutually agree to an ACER Performance Improvement Plan (PIP) which should include an opportunity for the employee to improve through appropriate training, coaching, and / or support.
  - (iv) Set an appropriate timeframe for the required improvement. This is likely to be a minimum of one month. Factors such as the complexity of the job, the length of time the employee has been in the position, the experience of the employee and / or the agreed improvement plan need to be considered when determining an appropriate time frame.
  - (v) Set appropriate review date/s to observe the employee to keep track of their performance and to ensure a formal review of progress is undertaken. It is suggested that these meetings be conducted weekly.
- (f) After each meeting both parties will agree to a written summary of what occurred using the ACER Performance Improvement Plan (PIP) and provide a copy to the employee and the Director Human Resources.
- (g) If agreement cannot be reached between the parties on the content of the written summary, this will be noted on the employees' PIP.

***Third and final stage***

Where the unsatisfactory performance or behaviour has not improved to the required standard after the first two stages, the Director Human Resources and the relevant Head of Division will advise the CEO.

The CEO will consider the circumstances of the performance issues; the requirements for the position the employee occupies; any mitigating circumstances; and will decide on what remedial action the organisation needs to take. Such action may include referral of the individual for more intense remedial training; restructure of the individual's position (including demotion of level if such restructure leads to a lower job score); or dismissal for underperformance. The employee will be provided the opportunity to provide the CEO with any information they believe is relevant to the CEO's determination. If the CEO determines that dismissal is required the process outlined in the [Termination clause 22](#) of this Agreement will be followed.

## 21 Misconduct

Misconduct refers to actions that damage or has the potential to damage the ACER workplace, organisation or reputation that is beyond issues arising from unsatisfactory performance. Misconduct may include, but is not limited to:

- (a) serious negligence;
- (b) behaviour which endangers others;
- (c) deliberately failing to comply with a lawful and reasonable direction;
- (d) drunkenness or drug taking;
- (e) conduct involving dishonesty;
- (f) harassment of employees or the public;
- (g) unlawful discrimination;
- (h) racial or religious vilification;
- (i) bullying or victimisation;
- (j) criminal activity;
- (k) prohibited activities under the ACER Acceptable Use of ICT Resources Policy; and
- (l) breaches of intellectual property and confidential information obligations.

When an issue of misconduct is referred to the CEO, a written statement setting out the alleged misconduct must be completed by the relevant Head of Division and a copy provided to the employee and the nominated line manager. A written statement may be provided by the employee, and if such a statement is prepared a copy must be provided to the CEO, relevant Head of Division, nominated line manager and Director Human Resources.

If the CEO subsequently decides to initiate a formal investigation, CEO will appoint the Director Human Resources or a qualified Independent External Investigator to investigate the allegations. Such investigations will be carried out using the principles of natural justice and finding will be made on the balance of probability. ACER must provide all of the allegations in writing and provide the particulars of the alleged misconduct to enable the employee to properly respond to the alleged misconduct. The employee may be supported/represented by a colleague of their choice or a union representative.

The employee will be given a reasonable period of time to respond to the findings and the evidence relied upon.

At any time during the course of an investigation until its conclusion, the CEO may suspend the employee with pay dependent upon the circumstances and severity of the matter. While suspended, the employee will be prohibited from attending the workplace, however will be

permitted reasonable access to prepare their case and to collect personal property.

The Employer may only suspend an employee if it is a fair and reasonable response given the circumstances. The Employer may only suspend an Employee with pay. The employee must receive the full amount of pay (inclusive of any penalties and allowances) that would have been payable to the employee had the employee not been suspended. The suspension must be reviewed at reasonable intervals (at least every four weeks after the commencement of the suspension). The employee must be provided with a written response for the decision, including any decision to continue the suspension following such a review.

When an employee admits the allegations are true, ACER is not required to conduct a formal investigation and the CEO may impose on that employee any one or more of the below actions available to them under this clause as if that employee had, in accordance with this clause, been dealt with for misconduct.

The CEO will determine the outcome that is to apply to the employee. The discipline outcome must be fair and reasonable in all the circumstances and not disproportionate to the seriousness of the matter.

The Director Human Resources or Independent External Investigator will make a recommendation to the CEO who will:

- (a) dismiss the allegation;
- (b) take no action;
- (c) provide opportunity for counselling and/ or provide opportunity for advice regarding other rehabilitation;
- (d) reprimand the employee and place a record of the reprimand on the employee's personnel file;
- (e) change the duties and pay of the employee;
- (f) suspend the employee; or
- (g) dismiss the employee under [clause 22](#) of this Agreement.

In the event that the CEO decides to dismiss the employee, the CEO will prepare a written statement setting out the alleged misconduct and any other relevant documentation. A copy of all documentation, except for legal opinion, will be provided to the employee.

In the circumstance that an employee is found guilty in Victoria of an offence that is punishable, either on indictment or on summary conviction by imprisonment for a term of twelve months or more, or is found guilty elsewhere than in Victoria of an offence that if it were committed in Victoria would be so punishable, the CEO will consider the matter under the provisions of this clause. The CEO may impose on that employee any one or more of the above actions available to them under this clause as if that employee had, in accordance with this clause, been dealt with for misconduct.

## 22 Termination of employment

Termination of employment may occur in the following ways:

### 22.1 Resignation

If an employee resigns they should give written notice of their pending resignation to the Director Human Resources and provide the following period of notice:

Employees period of continuous service with ACER	Period of Notice
Not more than one year	at least one week
More than one year but not more than three years	at least two weeks
More than three years but not more than five years	at least three weeks
More than five years	at least four weeks

If an employee fails to give the required notice ACER has the right to withhold monies due to the employee to a maximum amount equal to the employee's rate of pay for the period of notice.

### 22.2 Redundancy - Continuing Employees

Redundancy provisions apply only to employees appointed on Continuing Appointments under Clause 14.1 (a) of this Agreement.

*Definition:*

*Redundancy means a situation where the employment of individual employee/s is identified as surplus to the needs of ACER.*

If ACER decides a role is redundant they are required to give the period of notice as outlined above in [clause 22.1](#). Except that each period of notice required to be given by ACER shall be increased by one week in the case that employees are:

- (a) **over 45 years old;** and
- (b) **have completed at least two years of continuous service** with ACER.

ACER will fund up to \$2,000 to provide Career Transition services to an employee whose role is deemed as redundant.

### **Redundancy Pay – Continuing Employees**

A Continuing Employee whose employment is being terminated under this clause receives the following severance pay in respect of a continuous period of service as follows:

Redundancy Pay	
Employee's period of continuous service	Redundancy Pay Period
At least 1 year but less than 2 years	4 weeks
At least 2 year but less than 3 years	6 weeks
At least 3 year but less than 4 years	7 weeks

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At least 4 year but less than 5 years	8 weeks
At least 5 year but less than 6 years	10 weeks
At least 6 year but less than 7 years	11 weeks
At least 7 year but less than 8 years	13 weeks
At least 8 year but less than 9 years	14 weeks
At least 9 year but less than 10 years	16 weeks

- (a) up to 10 years' service as per the table above from the NES;
  - (b) at least 10 years and less than 15 years' service, two weeks for each year of service; and
  - (c) more than 15 years' service, three weeks per year of service;
- provided that the severance payments shall not exceed 78 weeks.

Termination by redundancy is determined by the CEO on the advice of the Head of Division and Director Human Resources having first considered all other options.

**22.3 Redundancy – Ongoing Employees**

Redundancy provisions apply only to employees appointed on, or transitioned to Ongoing Appointments under Clause 14.1 (b) of this Agreement seven days after the approval of this Agreement by Fair Work Commission.

*Definition:*

*Redundancy means a situation where the employment of individual employee/s is identified as surplus to the needs of ACER.*

ACER will take reasonable steps to identify alternative position/s within ACER that are suitable for the redeployment of an employee identified in a position that is made redundant. If ACER decides an individual employee/s is redundant they are required to give the period of notice as outlined above in [clause 22.1](#).

Except that each period of notice required to be given by ACER shall be increased by one week in the case that the employee is:

- a. **over 45 years old**; and
- b. have **completed at least two years of continuous service** with ACER

ACER will fund up to \$2,000 to provide Career Transition services to an employee whose role is deemed as redundant.

***Redundancy Pay – Ongoing Employees***

An Ongoing Employee whose employment is being terminated under this clause receives the following redundancy pay in respect of a continuous period of service as follows:

<b>Redundancy Pay</b>	
Employee's period of continuous service	Redundancy Pay Period
At least 1 year but less than 2 years	4 weeks
At least 2 year but less than 3 years	6 weeks
At least 3 year but less than 4 years	7 weeks
At least 4 year but less than 5 years	8 weeks



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At least 5 year but less than 6 years	10 weeks
At least 6 year but less than 7 years	11 weeks
At least 7 year but less than 8 years	13 weeks
At least 8 year but less than 9 years	14 weeks
At least 9 year but less than 10 years	16 weeks
10 or more years of service	16 weeks plus 1 week per each full year of service over 10 years

Provided that the redundancy payments shall not exceed 32 weeks.

Termination by redundancy is determined by the CEO on the advice of the Head of Division and Director Human Resources having first considered all other options.

### **22.4 Dismissal**

#### ***Dismissal for misconduct / where guilty of a serious offence***

Dismissal for misconduct is determined by the CEO on the advice of the Head of Division and Director Human Resources under the provisions of [clause 21](#) and takes immediate effect. The employee on whom the dismissal notice is served may be suspended with pay for the period to termination based on the notice periods outlined above.

In the case of dismissal for misconduct not more than two weeks notice shall be given. In the case of dismissal for unsatisfactory service the period of notice is equivalent to that required of the employee upon resignation. In lieu of giving notice as set out above ACER may pay the employee an amount equal to the employee's rate of pay for the period of notice.

#### ***Dismissal for unsatisfactory performance***

Dismissal for unsatisfactory performance is determined by the CEO on the recommendation of the Head of Division and Director Human Resources

A recommendation to dismiss for unsatisfactory service is effected only after following the process outlined in [clause 20](#).

#### ***Dismissal for unsatisfactory performance during a probation period***

The CEO has sole discretion in the decision whether an employee's employment will be terminated during or at the end of a probation period. In the case where the CEO decides to terminate the employment of the employee during or at the expiry of a period of probation notice of termination or pay in lieu will be given as set out in [clause 22.1](#). The employee may elect salary in lieu of notice.

### **22.5 Expiry of contract**

If an employee's contract reaches its expiry date and is not renewed they will receive a payment equating to any accrued and unused Annual Leave and Long Service Leave (if eligible), they are entitled to.

## **23 Accident compensation**

An employee who is absent from duty as a result of sustaining an injury in respect of which the employee is entitled to weekly payments of compensation under the relevant State legislation will receive make-up pay equal to the pay the employee would receive for paid leave less the amount of the weekly payments of compensation. ("Make-up Pay").

Make-up pay ceases when:

- (a) the employee is paid a disability benefit under the provisions of UniSuper;
- (b) the employee has been absent from work for a continuous period of 52 weeks or an aggregate period of 261 working days (including any public holiday a employee, but for that public holiday, would be required to work) or an aggregate of 1983 hours; or
- (c) the employee's employment is lawfully terminated.

## **24 Facilities for authorised CPSU representatives**

Written material authorised by the CPSU in relation to matters concerning this Agreement may be posted on a noticeboard within each ACER building in a location to which CPSU members have convenient access, and on an electronic noticeboard located on the ACER Intranet. ACER reserves the right to require the removal of any notice or material that is considered by ACER to be defamatory, and/or may bring ACER into disrepute, or that may lead to ACER being in breach of its obligations under State or Commonwealth legislation.

CPSU State Public Service Federation Victorian Branch Council members nominated by the branch Secretary of the union will be entitled to a half day per month to attend Branch council meetings. Time release will include reasonable time to travel to such meetings.

Additional paid leave will be granted to CPSU SPSF Victorian Branch Council members nominated by the Branch Secretary to attend the Federal Executive and Federal Council meetings of the union and the Australian Council of Trade Unions triennial conference.

No more than two employees may access such paid leave and time-release provisions.

An authorised representative of the CPSU shall be released by their employer from normal duties for such periods of time as may be reasonably necessary to enable them to carry out their representative functions provided that such time release does not unreasonably impact upon the work of ACER.

Authorised representatives are entitled to up to 5 days paid leave per year to attend workplace representative training. Provisions for workplace representative training leave are not cumulative.

## Schedule 1: Salary scales

### Salary scales

Salary scales will increase as follows:

- On approval by Fair Work Commission, 2.5 per cent (with back pay to 8 October 2019 for all employees covered by this agreement on the date the Agreement is approved by Fair Work Commission).
- 1 January 2021, a further 2.5 per cent.
- 1 January 2022, a further 2.5 per cent.
- 31 December 2022, a further 2.5 percent.

The 31 December 2022 pay increase will be granted in anticipation of the following year (2023). Should a higher than 2.5% salary increase be negotiated for the year 2023, the difference between the 2.5% increase and the higher negotiated salary increase will be processed upon the Fair Work Commission's approval of the next enterprise agreement.

The procedure for determining job size is contained in [clause 16.1](#) and [clause 16.2](#).

A scale is established for each job size using the following principles:

- job sizes will be set in increments of 10 points on the scale generated by insightpay's JOBScore;
- the salary scale for each job size will be centred on the ACER salary policy line at the level that corresponds with the job size;
- each scale will have a range set at  $\pm 5$  per cent from the mid-point defined by the salary policy line;
- each scale will have five equal steps, with Step 3 at the mid-point on the salary policy line, Step 1 set at 5 per cent below Step 3, Step 2 at 2.5 per cent below Step 3, Step 4 at 2.5 per cent above and Step 5 at 5 per cent above.

**Schedule 1: Salary scales (continued)**

<b>Salary scales effective 8 October 2019</b>						
<b>Job Size</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Casual Hourly Rate (Including loading)</b>
100	47,868	49,127	50,387	51,649	52,909	\$35.24
110	49,733	51,043	52,348	53,659	54,968	\$36.61
120	51,598	52,956	54,312	55,669	57,028	\$37.99
130	53,460	54,867	56,275	57,679	59,088	\$39.36
140	55,322	56,780	58,236	59,691	61,153	\$40.73
150	57,190	58,692	60,198	61,705	63,208	\$42.11
160	59,052	60,608	62,161	63,715	65,269	\$43.48
170	60,916	62,521	64,125	65,728	67,327	\$44.85
180	62,781	64,434	66,083	67,740	69,390	\$46.22
190	64,645	66,347	68,047	69,749	71,453	\$47.59
200	66,509	68,261	70,008	71,761	73,512	\$48.96
210	68,374	70,172	71,970	73,770	75,568	\$50.34
220	70,236	72,087	73,936	75,780	77,634	\$51.71
230	72,101	74,001	75,896	77,795	79,692	\$53.08
240	73,965	75,912	77,858	79,807	81,753	\$54.46
250	75,828	77,826	79,819	81,816	83,812	\$55.83
260	77,691	79,738	81,782	83,828	85,871	\$57.21
270	79,557	81,653	83,747	85,839	87,932	\$58.58
280	81,424	83,562	85,704	87,852	89,990	\$59.94
290	83,286	85,478	87,670	89,861	92,054	\$61.32
300	85,148	87,392	89,631	91,872	94,114	\$62.69
310	87,015	89,304	91,595	93,883	96,173	\$64.06
320	88,877	91,219	93,553	95,895	98,233	\$65.44
330	90,741	93,132	95,519	97,909	100,292	\$66.81
340	92,607	95,042	97,480	99,917	102,357	\$68.18
350	94,471	96,955	99,440	101,929	104,416	\$69.56
360	96,334	98,868	101,404	103,937	106,474	\$70.93
370	98,200	100,781	103,365	105,951	108,535	\$72.30
380	100,063	102,693	105,328	107,964	110,594	\$73.67
390	101,928	104,608	107,293	109,971	112,655	\$75.04
400	103,792	106,522	109,253	111,985	114,715	\$76.41
410	105,652	108,435	111,217	113,995	116,778	\$77.79
420	107,516	110,347	113,172	116,006	118,836	\$79.16
430	109,383	112,262	115,139	118,019	120,896	\$80.53
440	111,247	114,174	117,102	120,030	122,957	\$81.91
450	113,110	116,086	119,062	122,040	125,017	\$83.28
460	114,977	118,000	121,025	124,051	127,078	\$84.65
470	116,839	119,912	122,986	126,064	129,138	\$86.02
480	118,702	121,826	124,948	128,072	131,195	\$87.39

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<b>490</b>	120,570	123,738	126,911	130,085	133,258	\$88.77
<b>500</b>	122,432	125,654	128,874	132,097	135,317	\$90.14
<b>510</b>	124,293	127,566	130,836	134,108	137,379	\$91.51
<b>520</b>	126,160	129,479	132,796	136,118	139,438	\$92.89
<b>530</b>	128,021	131,393	134,762	138,131	141,501	\$94.26
<b>540</b>	129,887	133,304	136,724	140,144	143,558	\$95.63
<b>550</b>	131,751	135,219	138,685	142,151	145,620	\$97.01
<b>560</b>	133,615	137,132	140,646	144,164	147,681	\$98.38
<b>570</b>	135,482	139,045	142,610	146,175	149,740	\$99.75
<b>580</b>	137,344	140,957	144,573	148,186	151,801	\$101.12
<b>590</b>	139,207	142,873	146,535	150,196	153,861	\$102.49
<b>600</b>	141,073	144,781	148,495	152,209	155,918	\$103.86
<b>610</b>	142,936	146,699	150,460	154,218	157,981	\$105.24
<b>620</b>	144,798	148,612	152,418	156,232	160,041	\$106.61
<b>630</b>	146,665	150,522	154,384	158,244	162,103	\$107.98
<b>640</b>	148,526	152,437	156,344	160,253	164,164	\$109.36
<b>650</b>	150,392	154,349	158,306	162,269	166,220	\$110.73
<b>660</b>	152,256	156,263	160,268	164,276	168,281	\$112.09
<b>670</b>	154,119	158,177	162,233	166,289	170,344	\$113.48
<b>680</b>	155,986	160,091	164,198	168,298	172,404	\$114.85
<b>690</b>	157,850	162,002	166,156	170,311	174,465	\$116.21
<b>700</b>	159,710	163,914	168,117	172,323	176,522	\$117.59
<b>710</b>	161,575	165,829	170,076	174,331	178,581	\$118.96
<b>720</b>	163,441	167,742	172,038	176,340	180,640	\$120.34

**Research Salary Scales effective 8 October 2019**

	<b>Job Size</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Casual Hourly Rate (Including loading)</b>
<b>RO1</b>	<b>240</b>	73,965	75,912	77,858	79,807	81,753	\$54.46
<b>RO2</b>	<b>290</b>	83,286	85,478	87,670	89,861	92,054	\$61.32
<b>RF1</b>	<b>380</b>	100,063	102,693	105,328	107,964	110,594	\$73.67
<b>RF2</b>	<b>460</b>	114,977	118,000	121,025	124,051	127,078	\$84.65
<b>SRF1</b>	<b>540</b>	129,887	133,304	136,724	140,144	143,558	\$95.63
<b>SRF2</b>	<b>630</b>	146,665	150,522	154,384	158,244	162,103	\$107.98
<b>PRF1</b>	<b>720</b>	163,441	167,742	172,038	176,340	180,640	\$120.34

**Project Salary Scales effective 8 October 2019**

	<b>Job Size</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Casual Hourly Rate (Including loading)</b>
<b>PO</b>	<b>260</b>	77,691	79,738	81,782	83,828	85,871	\$57.21
<b>SPO</b>	<b>300</b>	85,148	87,392	89,631	91,872	94,114	\$62.69
<b>PD1</b>	<b>340</b>	92,607	95,042	97,480	99,917	102,357	\$68.18
<b>PD2</b>	<b>400</b>	103,792	106,522	109,253	111,985	114,715	\$76.41
<b>SPD</b>	<b>480</b>	118,702	121,826	124,948	128,072	131,195	\$87.39

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<b>Salary scales effective 1 January 2021</b>						
<b>Job Size</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Casual Hourly Rate (Including loading)</b>
100	49,065	50,355	51,647	52,940	54,232	\$ 36.12
110	50,976	52,319	53,657	55,000	56,342	\$ 37.53
120	52,888	54,280	55,670	57,061	58,454	\$ 38.94
130	54,797	56,239	57,682	59,121	60,565	\$ 40.34
140	56,705	58,200	59,692	61,183	62,682	\$ 41.75
150	58,620	60,159	61,703	63,248	64,788	\$ 43.16
160	60,528	62,123	63,715	65,308	66,901	\$ 44.57
170	62,439	64,084	65,728	67,371	69,010	\$ 45.97
180	64,351	66,045	67,735	69,434	71,125	\$ 47.38
190	66,261	68,006	69,748	71,493	73,239	\$ 48.78
200	68,172	69,968	71,758	73,555	75,350	\$ 50.18
210	70,083	71,926	73,769	75,614	77,457	\$ 51.60
220	71,992	73,889	75,784	77,675	79,575	\$ 53.00
230	73,904	75,851	77,793	79,740	81,684	\$ 54.41
240	75,814	77,810	79,804	81,802	83,797	\$ 55.82
250	77,724	79,772	81,814	83,861	85,907	\$ 57.23
260	79,633	81,731	83,827	85,924	88,018	\$ 58.64
270	81,546	83,694	85,841	87,985	90,130	\$ 60.04
280	83,460	85,651	87,847	90,048	92,240	\$ 61.44
290	85,368	87,615	89,862	92,108	94,355	\$ 62.85
300	87,277	89,577	91,872	94,169	96,467	\$ 64.26
310	89,190	91,537	93,885	96,230	98,577	\$ 65.66
320	91,099	93,499	95,892	98,292	100,689	\$ 67.08
330	93,010	95,460	97,907	100,357	102,799	\$ 68.48
340	94,922	97,418	99,917	102,415	104,916	\$ 69.88
350	96,833	99,379	101,926	104,477	107,026	\$ 71.30
360	98,742	101,340	103,939	106,535	109,136	\$ 72.70
370	100,655	103,301	105,949	108,600	111,248	\$ 74.11
380	102,565	105,260	107,961	110,663	113,359	\$ 75.51
390	104,476	107,223	109,975	112,720	115,471	\$ 76.92
400	106,387	109,185	111,984	114,785	117,583	\$ 78.32
410	108,293	111,146	113,997	116,845	119,697	\$ 79.73
420	110,204	113,106	116,001	118,906	121,807	\$ 81.14
430	112,118	115,069	118,017	120,969	123,918	\$ 82.54
440	114,028	117,028	120,030	123,031	126,031	\$ 83.96
450	115,938	118,988	122,039	125,091	128,142	\$ 85.36
460	117,851	120,950	124,051	127,152	130,255	\$ 86.77
470	119,760	122,910	126,061	129,216	132,366	\$ 88.17
480	121,670	124,872	128,072	131,274	134,475	\$ 89.57

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490	123,584	126,831	130,084	133,337	136,589	\$ 90.99
500	125,493	128,795	132,096	135,399	138,700	\$ 92.39
510	127,400	130,755	134,107	137,461	140,813	\$ 93.80
520	129,314	132,716	136,116	139,521	142,924	\$ 95.21
530	131,222	134,678	138,131	141,584	145,039	\$ 96.62
540	133,134	136,637	140,142	143,648	147,147	\$ 98.02
550	135,045	138,599	142,152	145,705	149,261	\$ 99.44
560	136,955	140,560	144,162	147,768	151,373	\$100.84
570	138,869	142,521	146,175	149,829	153,484	\$102.24
580	140,778	144,481	148,187	151,891	155,596	\$103.65
590	142,687	146,445	150,198	153,951	157,708	\$105.05
600	144,600	148,401	152,207	156,014	159,816	\$106.46
610	146,509	150,366	154,222	158,073	161,931	\$107.87
620	148,418	152,327	156,228	160,138	164,042	\$109.28
630	150,332	154,285	158,244	162,200	166,156	\$110.68
640	152,239	156,248	160,253	164,259	168,268	\$112.09
650	154,152	158,208	162,264	166,326	170,376	\$113.50
660	156,062	160,170	164,275	168,383	172,488	\$114.89
670	157,972	162,131	166,289	170,446	174,603	\$116.32
680	159,886	164,093	168,303	172,505	176,714	\$117.72
690	161,796	166,052	170,310	174,569	178,827	\$119.12
700	163,703	168,012	172,320	176,631	180,935	\$120.53
710	165,614	169,975	174,328	178,689	183,046	\$121.93
720	167,527	171,936	176,339	180,749	185,156	\$123.35

**Research Salary Scales effective 1 January 2021**

	Job Size	Step 1	Step 2	Step 3	Step 4	Step 5	Casual Hourly Rate (Including loading)
RO1	240	75,814	77,810	79,804	81,802	83,797	\$ 55.82
RO2	290	85,369	87,615	89,862	92,108	94,355	\$ 62.85
RF1	380	102,564	105,260	107,961	110,663	113,359	\$ 75.51
RF2	460	117,851	120,950	124,051	127,152	130,255	\$ 86.77
SRF1	540	133,134	136,637	140,142	143,648	147,147	\$ 98.02
SRF2	630	150,332	154,285	158,244	162,200	166,156	\$110.68
PRF1	720	167,527	171,936	176,339	180,749	185,156	\$123.35

**Project Salary Scales effective 1 January 2021**

	Job Size	Step 1	Step 2	Step 3	Step 4	Step 5	Casual Hourly Rate (Including loading)
PO	260	79,633	81,731	83,827	85,924	88,018	\$ 58.64
SPO	300	87,277	89,577	91,872	94,169	96,467	\$ 64.26
PD1	340	94,922	97,418	99,917	102,415	104,916	\$ 69.88
PD2	400	106,387	109,185	111,984	114,785	117,583	\$ 78.32
SPD	480	121,670	124,872	128,072	131,274	134,475	\$ 89.57

ACER Enterprise Agreement 2019 - 2022

<b>Salary scales effective 1 January 2022</b>						
<b>Job Size</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Casual Hourly Rate (Including loading)</b>
100	50,292	51,614	52,938	54,264	55,588	\$ 37.02
110	52,250	53,627	54,998	56,375	57,751	\$ 38.47
120	54,210	55,637	57,062	58,488	59,915	\$ 39.91
130	56,166	57,645	59,124	60,599	62,079	\$ 41.35
140	58,123	59,655	61,184	62,713	64,249	\$ 42.79
150	60,085	61,663	63,246	64,829	66,408	\$ 44.24
160	62,041	63,676	65,308	66,941	68,574	\$ 45.68
170	64,000	65,686	67,371	69,055	70,735	\$ 47.12
180	65,960	67,696	69,428	71,170	72,903	\$ 48.56
190	67,917	69,706	71,492	73,280	75,070	\$ 50.00
200	69,876	71,717	73,552	75,394	77,234	\$ 51.43
210	71,836	73,724	75,613	77,504	79,393	\$ 52.89
220	73,792	75,736	77,679	79,617	81,564	\$ 54.33
230	75,751	77,747	79,738	81,734	83,726	\$ 55.77
240	77,709	79,755	81,799	83,847	85,892	\$ 57.22
250	79,667	81,766	83,859	85,958	88,055	\$ 58.66
260	81,624	83,774	85,923	88,072	90,218	\$ 60.11
270	83,584	85,786	87,987	90,185	92,383	\$ 61.54
280	85,546	87,792	90,043	92,299	94,546	\$ 62.98
290	87,503	89,805	92,109	94,411	96,714	\$ 64.42
300	89,459	91,816	94,169	96,523	98,879	\$ 65.87
310	91,420	93,825	96,232	98,636	101,041	\$ 67.30
320	93,376	95,836	98,289	100,749	103,206	\$ 68.76
330	95,335	97,847	100,355	102,866	105,369	\$ 70.19
340	97,295	99,853	102,415	104,975	107,539	\$ 71.63
350	99,254	101,863	104,474	107,089	109,702	\$ 73.08
360	101,211	103,874	106,537	109,198	111,864	\$ 74.52
370	103,171	105,884	108,598	111,315	114,029	\$ 75.96
380	105,128	107,892	110,660	113,430	116,193	\$ 77.40
390	107,088	109,904	112,724	115,538	118,358	\$ 78.84
400	109,047	111,915	114,784	117,655	120,523	\$ 80.28
410	111,001	113,925	116,847	119,766	122,689	\$ 81.72
420	112,959	115,934	118,901	121,879	124,852	\$ 83.17
430	114,921	117,946	120,967	123,993	127,016	\$ 84.60
440	116,879	119,954	123,031	126,107	129,182	\$ 86.06
450	118,837	121,963	125,090	128,218	131,346	\$ 87.49
460	120,798	123,974	127,152	130,331	133,511	\$ 88.94
470	122,754	125,983	129,213	132,446	135,675	\$ 90.37
480	124,711	127,994	131,274	134,556	137,837	\$ 91.81



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490	126,674	130,002	133,336	136,670	140,004	\$ 93.26
500	128,630	132,015	135,398	138,784	142,168	\$ 94.70
510	130,585	134,024	137,460	140,898	144,333	\$ 96.15
520	132,547	136,034	139,519	143,009	146,497	\$ 97.59
530	134,502	138,045	141,584	145,124	148,665	\$ 99.04
540	136,462	140,053	143,646	147,239	150,826	\$100.47
550	138,421	142,064	145,706	149,348	152,993	\$101.93
560	140,380	144,074	147,766	151,462	155,157	\$103.36
570	142,341	146,084	149,829	153,575	157,321	\$104.80
580	144,297	148,093	151,892	155,688	159,486	\$106.24
590	146,254	150,106	153,953	157,800	161,651	\$107.68
600	148,214	152,111	156,012	159,914	163,811	\$109.12
610	150,172	154,125	158,078	162,025	165,979	\$110.57
620	152,128	156,135	160,134	164,141	168,143	\$112.01
630	154,090	158,142	162,200	166,255	170,310	\$113.45
640	156,045	160,154	164,259	168,365	172,475	\$114.89
650	158,005	162,163	166,321	170,484	174,635	\$116.34
660	159,964	164,174	168,382	172,593	176,800	\$117.76
670	161,921	166,184	170,446	174,707	178,968	\$119.23
680	163,882	168,195	172,511	176,818	181,132	\$120.66
690	165,841	170,203	174,568	178,933	183,298	\$122.10
700	167,795	172,212	176,628	181,047	185,458	\$123.54
710	169,755	174,224	178,686	183,156	187,622	\$124.98
720	171,715	176,234	180,747	185,268	189,785	\$126.43

**Research Salary Scales effective 1 January 2022**

	Job Size	Step 1	Step 2	Step 3	Step 4	Step 5	Casual Hourly Rate (Including loading)
RO1	240	77,709	79,755	81,799	83,847	85,892	\$ 57.22
RO2	290	87,503	89,805	92,109	94,411	96,714	\$ 64.42
RF1	380	105,128	107,892	110,660	113,430	116,193	\$ 77.40
RF2	460	120,798	123,974	127,152	130,331	133,511	\$ 88.94
SRF1	540	136,462	140,053	143,646	147,239	150,826	\$100.47
SRF2	630	154,090	158,142	162,200	166,255	170,310	\$113.45
PRF1	720	171,715	176,234	180,747	185,268	189,785	\$126.43

**Project Salary Scales effective 1 January 2022**

	Job Size	Step 1	Step 2	Step 3	Step 4	Step 5	Casual Hourly Rate (Including loading)
PO	260	81,624	83,774	85,923	88,072	90,218	\$ 60.11
SPO	300	89,459	91,816	94,169	96,523	98,879	\$ 65.87
PD1	340	97,295	99,853	102,415	104,975	107,539	\$ 71.63
PD2	400	109,047	111,915	114,784	117,655	120,523	\$ 80.28
SPD	480	124,711	127,994	131,274	134,556	137,837	\$ 91.81

ACER Enterprise Agreement 2019 - 2022

<b>Salary scales effective 31 December 2022</b>						
<b>Job Size</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Casual Hourly Rate (Including loading)</b>
100	51,549	52,904	54,261	55,621	56,978	\$ 37.95
110	53,557	54,968	56,373	57,784	59,195	\$ 39.43
120	55,565	57,028	58,489	59,950	61,413	\$ 40.91
130	57,571	59,086	60,602	62,114	63,631	\$ 42.38
140	59,576	61,146	62,714	64,281	65,855	\$ 43.86
150	61,587	63,205	64,827	66,450	68,068	\$ 45.35
160	63,592	65,268	66,941	68,615	70,288	\$ 46.82
170	65,600	67,328	69,055	70,781	72,503	\$ 48.30
180	67,609	69,388	71,164	72,949	74,726	\$ 49.77
190	69,615	71,449	73,279	75,112	76,947	\$ 51.25
200	71,623	73,510	75,391	77,279	79,165	\$ 52.72
210	73,632	75,567	77,503	79,442	81,378	\$ 54.21
220	75,637	77,629	79,621	81,607	83,603	\$ 55.69
230	77,644	79,691	81,731	83,777	85,819	\$ 57.16
240	79,652	81,749	83,844	85,943	88,039	\$ 58.65
250	81,658	83,810	85,955	88,107	90,256	\$ 60.13
260	83,665	85,868	88,071	90,274	92,473	\$ 61.61
270	85,674	87,931	90,187	92,440	94,693	\$ 63.08
280	87,685	89,987	92,294	94,606	96,910	\$ 64.55
290	89,690	92,050	94,412	96,771	99,132	\$ 66.03
300	91,695	94,111	96,523	98,936	101,351	\$ 67.52
310	93,706	96,171	98,638	101,102	103,567	\$ 68.98
320	95,711	98,232	100,746	103,268	105,786	\$ 70.48
330	97,718	100,293	102,864	105,438	108,003	\$ 71.94
340	99,727	102,349	104,975	107,599	110,227	\$ 73.42
350	101,735	104,410	107,086	109,766	112,445	\$ 74.91
360	103,741	106,471	109,200	111,928	114,661	\$ 76.38
370	105,750	108,531	111,313	114,098	116,880	\$ 77.86
380	107,757	110,589	113,427	116,266	119,098	\$ 79.34
390	109,765	112,652	115,542	118,426	121,317	\$ 80.81
400	111,773	114,713	117,654	120,596	123,536	\$ 82.29
410	113,776	116,773	119,768	122,760	125,756	\$ 83.76
420	115,783	118,832	121,874	124,926	127,973	\$ 85.25
430	117,794	120,895	123,991	127,093	130,191	\$ 86.72
440	119,801	122,953	126,107	129,260	132,412	\$ 88.21
450	121,808	125,012	128,217	131,423	134,630	\$ 89.68
460	123,818	127,073	130,331	133,589	136,849	\$ 91.16
470	125,823	129,133	132,443	135,757	139,067	\$ 92.63
480	127,829	131,194	134,556	137,920	141,283	\$ 94.11

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490	129,841	133,252	136,669	140,087	143,504	\$ 95.59
500	131,846	135,315	138,783	142,254	145,722	\$ 97.07
510	133,850	137,375	140,897	144,420	147,941	\$ 98.55
520	135,861	139,435	143,007	146,584	150,159	\$100.03
530	137,865	141,496	145,124	148,752	152,382	\$101.52
540	139,874	143,554	147,237	150,920	154,597	\$102.98
550	141,881	145,616	149,349	153,082	156,818	\$104.48
560	143,889	147,676	151,460	155,249	159,036	\$105.94
570	145,899	149,736	153,575	157,414	161,254	\$107.42
580	147,904	151,795	155,689	159,580	163,473	\$108.90
590	149,911	153,859	157,802	161,745	165,692	\$110.37
600	151,920	155,914	159,912	163,912	167,906	\$111.85
610	153,926	157,978	162,030	166,076	170,128	\$113.33
620	155,931	160,038	164,137	168,245	172,347	\$114.81
630	157,943	162,096	166,255	170,411	174,568	\$116.29
640	159,946	164,158	168,365	172,574	176,787	\$117.76
650	161,955	166,217	170,479	174,746	179,001	\$119.25
660	163,963	168,278	172,592	176,908	181,220	\$120.70
670	165,969	170,339	174,707	179,075	183,442	\$122.21
680	167,980	172,400	176,824	181,238	185,660	\$123.68
690	169,987	174,458	178,932	183,406	187,880	\$125.15
700	171,990	176,517	181,044	185,573	190,094	\$126.63
710	173,999	178,580	183,153	187,735	192,313	\$128.10
720	176,008	180,640	185,266	189,900	194,530	\$129.59

**Research Salary Scales effective 31 December 2022**

	Job Size	Step 1	Step 2	Step 3	Step 4	Step 5	Casual Hourly Rate (Including loading)
RO1	240	79,652	81,749	83,844	85,943	88,039	\$ 58.65
RO2	290	89,690	92,050	94,412	96,771	99,132	\$ 66.03
RF1	380	107,757	110,589	113,427	116,266	119,098	\$ 79.34
RF2	460	123,818	127,073	130,331	133,589	136,849	\$ 91.16
SRF1	540	139,874	143,554	147,237	150,920	154,597	\$102.98
SRF2	630	157,943	162,096	166,255	170,411	174,568	\$116.29
PRF1	720	176,008	180,640	185,266	189,900	194,530	\$129.59

**Project Salary Scales effective 31 December 2022**

	Job Size	Step 1	Step 2	Step 3	Step 4	Step 5	Casual Hourly Rate (Including loading)
PO	260	83,665	85,868	88,071	90,274	92,473	\$ 61.61
SPO	300	91,695	94,111	96,523	98,936	101,351	\$ 67.52
PD1	340	99,727	102,349	104,975	107,599	110,227	\$ 73.42
PD2	400	111,773	114,713	117,654	120,596	123,536	\$ 82.29
SPD	480	127,829	131,194	134,556	137,920	141,283	\$ 94.11

## Schedule 2: Casual employees

The following provisions apply in respect of casual employees:

1. The minimum period of work that a casual employee may be employed in one day is 4 consecutive hours, except by agreement between the employee and ACER.
2. Casual employees are engaged with no guarantee or expectation of work beyond the period of their current employment.
3. Casual employees are not entitled to leave provisions but a loading in lieu is included in casual hourly rates of pay.
4. Eligible casual employees are entitled to the Pre-Natal Leave and Parental Leave provisions in the relevant [Pre-Natal leave](#) and [Parental Leave](#) clauses.
  - 4.1 An eligible casual employee is defined as a casual employee:
    - (i) who has been engaged by ACER on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months; and
    - (ii) who, but for an expected birth or an expected placement of a child, would have a reasonable expectation of continuing engagement by ACER on a regular and systematic basis.
  - 4.2 A casual employee is also an eligible casual employee if:
    - (i) the employee was engaged by ACER on a regular and systematic basis for a sequence of periods during a period (the first period) of less than 12 months; and
    - (ii) at the end of the first period of employment, the employee ceased, on the employer's initiative, to be so engaged by the employer; and
    - (iii) ACER later again engaged the employee on a regular and systematic basis for a further sequence of periods during a period (the second period) that started no more than 3 months after the end of the first period of employment; and
    - (iv) the combined length of the first period of employment and the second period of employment is at least 12 months; and
    - (v) the employee, but for an expected birth or an expected placement of a child, would have reasonable expectation of continuing engagement by the employer on a regular and systematic basis.
5. Casual employees who are requested to work more than 73 hours 20 minutes per pay fortnight are entitled to be paid overtime at the rate of time and a half for the first three hours and double time thereafter. Casual employees must not be requested to work hours that will incur overtime rates without the approval of the relevant Senior Manager.
6. A casual employee who has been employed on a regular and systematic basis for 12 months, shall be offered an ongoing or fixed term appointment of not less than one year in accordance with clause 14.1. The employee will be under no obligation to accept the offer and may continue to be employed on a casual basis.
7. ACER will contribute superannuation for casual employees in accordance with the prevailing superannuation guarantee laws, to the Accumulation 1 Plan of the superannuation scheme operated by UniSuper Ltd. UniSuper Ltd is the default fund for casual employee membership and contributions. Casual employees may elect to nominate an alternative registered superannuation fund on approval of this Agreement by the Fair Work Commission and the successful amendment of the Trust Deed that governs ACER's superannuation contribution agreement with UniSuper Ltd.

8. Although casual employees are engaged by the hour, ACER normally informs casual employees in advance of the hours required and the expected duration of a particular period of work.
9. As ACER project durations are estimated prior to being undertaken, on occasions ACER may need to alter the proposed requirements during such a period of work so that fewer hours or shorter duration are required. In these instances ACER should:
  - (i) immediately inform the employee; and
  - (ii) make every effort to find suitable alternative work for the employee within ACER for the unexpired portion of the employed period.

If such alternative work is not available, the casual employee is entitled to be paid to their agreed finishing time on the day of the notice of change, or be paid for 4 hours work, whichever is the greater.

10. If the person responsible for the employment of the casual employee is of the view that an employee's performance is not adequate for the particular task, then ACER should:
  - (i) immediately inform the employee; and
  - (ii) request that the casual employee cease their employment.

In this instance the casual employee is entitled to be paid to their agreed finishing time on the day of the notice of change or termination, or be paid for 4 hours work, whichever is the greater.

11. A casual employee who notifies ACER in writing that they are unavailable for work for up to one year because of the birth of their child shall not be disadvantaged with regard to offers of future casual employment.

## **12. Casual hourly rate of pay**

Except for Casual Marking and Test Administration (see below), casual employees shall be paid at the rate of pay relevant to the job size of the position they are engaged for.

The hourly rate will be calculated by dividing the annual salary for the base (Step 3) of the relevant job size by 26 then 73.33 and adding a loading of 33.3%. The loading is provided in lieu of paid annual, personal, compassionate, and long service leave.

### **Casual test administration (invigilation)**

Test administration rates will generally be calculated at the appropriate job size commensurate with the task determined project by project on the basis of complexity and nature of the work involved. Test administration can be paid as a sessional rate (time spent). The nature of the work and the rate offered is made explicit prior to commencement.

### **Casual marking**

Rates of payment for marking are determined project by project on the basis of the complexity and nature of the work involved, and are paid on the basis of either work completed (eg. per item marked) or time spent (sessional rate). Marking rates will be based on industry standards. The nature of the work and the rate offered is made explicit prior to commencement.

### **Junior rates**

Casual employees under the age of 18 years are paid at the following proportion of the casual rates above:

17 years	80%
16 years	70%
15 years or under	60%

### Schedule 3: Allowances and loadings

1. The Meal Allowance referred to in clause 16.11 is as follows:

8 October 2019	1 January 2021	1 January 2022	31 December 2022
27.49	28.18	28.88	29.60

2. The "On - Call" Security Allowance referred to in clause 16.12 is as follows

8 October 2019	1 January 2021	1 January 2022	31 December 2022
119.39	122.38	125.44	128.57

2. The Travel Reimbursement referred to in clause 16.12 is as follows:

For the Period to 1 January 2021	68 cents per kilometre	Adjusted on 1 January each subsequent year by the current Australian Tax Office rate
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4. The First Aid Allowance referred to in clause 16.13 is as follows:

8 October 2019	1 January 2021	1 January 2022	31 December 2022
27.53	28.22	28.93	29.65

5. The Chief Warden Allowance referred to in clause 16.14 is as follows:

8 October 2019	1 January 2021	1 January 2022	31 December 2022
27.53	28.22	28.93	29.65

**Signature page**

SIGNED for and on behalf of the  
AUSTRALIAN COUNCIL FOR  
EDUCATIONAL RESEARCH LIMITED,  
ABN 19 004 398 145,  
Of 19 Prospect Hill Road, Camberwell,  
Victoria 3124 by its authorised officer:

**GEOFFEREY N MASTERS**  
Chief Executive Officer



.....  
(signature)

Date: 15 April 2020

SIGNED for and on behalf of the  
COMMUNITY AND PUBLIC SECTOR  
UNION,  
Of Level 4, 128 Exhibition Street, Melbourne,  
Victoria, 3000:

**WAYNE TOWNSEND**  
Victorian Branch Assistant Secretary



.....  
(signature)

Date: 15-4-2020

**IN THE FAIR WORK COMMISSION****FWC Matter No.:** AG2020/1102**Applicant:**

Australian Council for Educational Research Limited

Section 185 - Application for approval of a single enterprise agreement

**Undertaking - Section 190**

I, Joanna Brown, Director of Human Resources, for Australian Council for Educational Research Limited (**ACER**) give the following undertakings with respect to the Australian Council for Educational Research Limited Enterprise Agreement 2019 - 2022 ("**the Agreement**"):

1. I have the authority given to me by ACER to provide this undertaking in relation to the application before the Fair Work Commission.
2. ACER undertakes the following:
  - a) Any employee who is a 'shiftworker' (as defined under *Clerks Private Sector Award 2010* or under the *Storage Services and Wholesale Award 2010* as the case may be) will be entitled to 5 weeks' annual leave in accordance with the National Employment Standards.
  - b) Any agreement to vary the spread of ordinary hours of attendance for fulltime employees in clause 15.1 will be made in accordance with clause 8 ("Individual flexibility agreement") of the Agreement.
3. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

.....  
Signature

.....12 May 2020.....

Date

**Australian Council for Educational Research Limited**  
19 Prospect Hill Road (Private Bag 55) Camberwell VIC 3124 Australia

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ACN 004 398 145 ABN 19 004 398 145