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

ACER Enterprise Agreement 2026-2028

Fair Work Commission Agreement Number: tba

Australian Council *for* Educational Research

ACER

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ACER Enterprise Agreement –2026-2028

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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 2026 - 2028**.

2. Operation of Agreement

This Agreement shall come into force 7 days after it is approved by Fair Work Commission (FWC). The nominal expiry date for the Enterprise Agreement is 31 December 2028. Negotiations for the next Enterprise Agreement shall commence no later than 1 September 2028.

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 2026 - 2028.

"**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 spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee; or 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.

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"**PIP**" means Performance Improvement Plan.

"**Senior Executive**" means someone appointed by ACER to an executive position and who is a member of the Senior Executive Group (SEG), with organisation-wide or significant strategic responsibility and accountability for the leadership, management and performance of a division of ACER.

"**Senior Managers**" means someone appointed by ACER to a senior management position with responsibility for the leadership and management of a department, team, program, function or business area and who is not a Senior Executive.

"**Employees**" mean all ACER Employees employed in Australia other than Senior Managers.

"**Union**" means the Community and Public Sector Union (CPSU).

"**Hours of Duty**" means the ordinary hours an Employee is engaged to work under this Agreement, being 73 hours and 20 minutes per fortnight for full time Employees, pro rata for fractional appointments.

"**Span of Hours**" means the period between 7:00am and 7:00pm, Monday to Friday, within which ordinary hours of duty may be performed by Agreement under this Agreement, without the need for an Individual Flexibility Agreement.

"**Study Leave**" means leave provided to support an Employee undertaking formal education or accredited courses through a recognised education institution, including activities such as attending classes, examinations or mandatory study requirements.

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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 Senior Executives; 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 Australia building and will be available for inspection at any time by persons covered by the Agreement, including on the ACER Intranet.

6. Enterprise 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.

This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

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; Purchased Leave and Religious and Ceremonial Leave).
b) The arrangement meets the genuine needs of 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 ACER and the Employee.

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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 This clause does not set out procedures to address the following matter:
Where the matter does not relate to provisions in clause 10.1 and there are alternative internal policies and procedures available to address the matter, People & Culture will advise the Party/Parties of the alternative procedures available.

10.3 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.

10.4 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 Employee of the organisation.

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10.5 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, including their preference for how they would like the matter to be reviewed. The CEO will consider the written report and the Employee's preference, and determine whether to refer the dispute to:

a) an Independent External Investigator; or
b) an Independent Internal Investigator; or
c) a Disputes Committee that will be convened by the CEO, within 5 working days of the CEO receiving the written report, unless agreed otherwise. The Disputes Committee will consist of 3 nominees of the CEO (other than the CEO), one of whom will be appointed as Chair, and 3 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 internal investigation will attempt to resolve the matter within 20 working days. An external investigation may give rise to a longer process, however, attempts will be made to resolve the matter within 20 working days.

The Disputes Committee will attempt to resolve the matter within 5 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. 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.

10.6 The Fair Work Commission may deal with the dispute in 2 stages:

a) The Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
   (i) Arbitrate the dispute; and
   (ii) make a determination that is binding on the Parties.

Note: If 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.

10.7 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.

10.8 The Parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this clause.

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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(s), 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 ACER 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 about the major change by their Employees or their representatives and the ACER CPSU Branch section committee. Where appropriate, ACER must provide training for the relevant Employees to assist them to integrate successfully into the new structure.

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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 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:

Steps No.	**Key Implementation Steps**	**Timeline** (timeline is indicative)
1	Change Proposal approved by CEO	
2	ACER advises the CPSU of Change Proposal	1-2 business days after step 1
3	ACER advises affected Employees of Change Proposal	1-2 business days after step 2
4	Change Proposal distributed for consultation	On same day as step 3
5	Response of Employees or the CPSU	10 business days after step 3 (2 weeks consultation). The consultation period may be varied by Agreement between ACER and the CPSU, taking into account the complexity and impact of the proposed change.
6	ACER to consider feedback received and respond to Employees and CPSU *Note: if an Alternative Change Proposal is developed following feedback received by the Employees and the CPSU, the consultation process will recommence from Step 5*	5 business days after step 5
7	Final decision made by the CEO following feedback consideration	2-3 business days after step 6
8	ACER advises affected Employees of final decision	1-2 business days after step 7

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 purpose of the AACC is to provide a wide advisory and consultative mechanism within ACER for any matter regarding the operation of ACER. Such matters may be raised for the AACC's consideration by an individual Employee or group of Employees, other than the detail of matters directly pertaining to Employees' individual needs or concerns, unless with the express prior approval of that Employee in writing to the Chair of the AACC, and any dispute pertaining to the interpretation and application of the Agreement. Where ACER has developed any new or amended operational process which may impact Employees, including a new policy or procedure, ACER will advise and consult with the AACC.

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The AACC will be governed by a Terms of Reference (TOR). The TOR along with other detailed information about AACC membership, elections, meeting minutes and processes associated with the operation of the Committee are incorporated in ACER policies and made available to Employees.

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 Company Secretary 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 the 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. 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 (e) 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 mean 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 the 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.

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14.2 Fixed Term Contracts

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:

a) A "**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;

b) 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;

c) 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;

d) A "**Leave Replacement**" where an Employee is appointed to specifically replace an existing Employee who is 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;

e) 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.

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

14.3 Approval of Positions

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

14.4 Probation

New Employees will be required to complete a probationary period of 3 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 Fair Work Act 2009.

Subject to the approval of the Chief People & Transformation Officer (or delegate) and relevant Head of Division, new Employees may be required to complete a probation period of 6 months at the commencement of their employment with ACER, 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 6 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.

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15. Hours of Duty and Workloads

15.1 Hours of Duty

a) The standard working fortnight for full time Employees is 73 hours 20 minutes. The ordinary hours of work will, by Agreement, be worked flexibly to best meet ACER's work requirements and the Employee's personal circumstances.

b) 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.

c) By Agreement between the fractional Employee and their Line Manager, the Employee may work additional ordinary hours in a fortnight up to the standard full time hours to meet a short term, irregular and non-recurring need. Such additional hours will be paid at ordinary rates unless the provision for overtime in clause 16.10 is applicable.

d) Unless otherwise agreed in writing by the Line Manager, a fractional Employee will ordinarily 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.

e) For full time Employees, the standard ordinary hours of attendance are 8:40 am to 5:00 pm, Monday to Friday, inclusive of a one-hour unpaid meal break. This equates to an average of 7 hours and 20 minutes work per day (excluding the unpaid meal break).

f) The span of hours is 7am to 7pm Monday to Friday. The span of hours does not replace the standard ordinary hours 15.1(e); it sets the outer limits within which alternative arrangements may be agreed without the requirement for an Individual Flexibility Agreement (clause 8) to be in place.

g) An Employee and their Line Manager may agree to vary the Employee's hours of work within this span to meet operational requirements or the Employee's personal circumstances. The standard ordinary hours 15.1(e) will apply unless otherwise agreed under clause (c). Any variation to hours under this clause must be mutually agreed between ACER and the Employee.

h) To ensure the wellbeing 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 Unsociable Work Hours for Meeting Attendance

a) ACER recognises that due to the nature of the work, Employees may be required to attend meetings during unsociable hours. For the purposes of this clause, unsociable hours are defined as any time before 6:30 am or after 10:30 pm on a weekday, and any time on a weekend or public holiday.

b) Prior to scheduling a meeting during unsociable hours, ACER will consider whether the meeting can be reasonably held within the span of ordinary hours set out in clause 15.1(f). Where practicable, ACER will consider alternative arrangements, including rotating meeting times where international participants are involved, the use of asynchronous communication methods, or rescheduling the meeting to minimise attendance during unsociable hours. ACER should not schedule meetings during unsociable hours as a matter of convenience where ordinary hours alternatives exist.

c) Attendance at meetings scheduled during unsociable hours is by Agreement. No adverse action shall be taken against an Employee who declines such attendance. An Employee who is unable to attend due to reasonable personal or family circumstances is not required to provide evidence beyond notification to their manager or meeting organiser.

d) Where meetings are held during weekday unsociable hours, and with the prior approval from the relevant manager, Employees are entitled to time off in lieu calculated at time and a half (1.5 times the hours of meeting attendance).

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e) Time off in lieu must be taken on a work day, at a time agreed between the Employee and their manager. To support the Employee's health and wellbeing:
   (i) Where meeting attendance occurs before 6:30 am, time off in lieu should wherever practicable be taken on the same work day.
   (ii) Where meeting attendance occurs after 10:30 pm, time off in lieu should wherever practicable be taken on the work day immediately following the meeting attendance.
   (iii) In all cases, the minimum 10-hour rest break entitlement under clause 15.1(h) applies. Time off in lieu must be scheduled so that the Employee is not required to return to work before that minimum rest period has elapsed. For fractional Employees, where the preceding or following day is a non-work day, the time must be taken on a work day directly before or after the unsociable meeting attendance, as agreed with the relevant manager.

f) Where meeting attendance during unsociable hours falls on a weekend or public holiday, the following provisions apply:
   (i) Employees with a job size of up to and including 400 points are entitled to time in accordance with clause 16.10 of this Agreement.
   (ii) Employees with a job size over 400 points are entitled to time in accordance with this clause.

15.3 Right to Disconnect

a) The Right to Disconnect refers to an Employee's right to refuse to monitor, read or respond to work-related contact (or attempted contact) outside of the Employee's ordinary working hours, unless the refusal is unreasonable.

b) Nothing in this clause prevents ACER, a colleague or a third party from making contact outside working hours, however Employees are not required to monitor, read or respond outside ordinary hours unless refusal is unreasonable.

c) ACER must not require or expect an Employee to routinely perform work or respond to work-related communications outside their ordinary working hours.

d) An Employee must not be subject to any adverse action, penalty, detriment or disadvantage for exercising the right to disconnect or for refusing to engage in work outside ordinary working hours, unless the refusal is unreasonable having regard to clause 15.3(g).

e) In determining whether a refusal to respond is unreasonable, all relevant circumstances must be considered, including:
   (i) The reason for, urgency and method of the contact or attempted contact,
   (ii) the level of disruption the contact or attempted contact causes the Employee,
   (iii) whether the Employee is compensated for availability or additional hours,
   (iv) the nature and seniority of the Employee's role and the Employee's level of responsibility, and,
   (v) the Employee's personal circumstances, including family or caring responsibilities.

f) ACER must take reasonable steps to ensure that workloads, staffing levels and management practices support Employees' right to disconnect.

g) There may be occasions when it is reasonably necessary for ACER to contact an Employee outside their ordinary working hours, including but not limited to:
   (i) genuine emergencies or serious operational incidents;
   (ii) genuine Employee welfare matters;
   (iii) where, due to ACER's global operations or operational requirements, including service delivery requirements across different time zones, it is reasonably foreseeable that work related contact may occur outside an Employee's ordinary working hours; and/or
   (iv) where work is performed under agreed arrangements for overtime, reasonable additional hours, standby, recall to duty or flexible working arrangements.

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h) For the avoidance of doubt, an Employee is not required to monitor, read or respond to work related contact outside their ordinary working hours where a refusal to do so is reasonable having regard to the matters set out in clause 15.3(g).

i) This clause is to be read in conjunction with the Parties' commitment to support flexible ways of working. Subject to an Employee working the actual days and hours of work established between ACER and the Employee at the date of employment or as subsequently altered by Agreement, this clause does not prevent Employees from working, within the scope of their own by Agreement, under a flexible work arrangement, which may extend to working, by Agreement, outside of the span of hours set out in Clause 15.1(f), and in accordance with an Individual Flexibility Arrangement under Clause 8.

j) Without limiting or overriding any rights or obligations under clause 10 (Disputes and Grievances), a dispute about the operation of this clause may be dealt with in accordance with the dispute resolution procedure in this Agreement and may be referred to the Fair Work Commission.

15.4 Workload

a) The following principles will apply to the allocation of work for ACER Employees:

b) 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 organisation.

c) 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.

d) 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.

e) 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.

f) On receipt of a request under this clause, ACER must give the Employee(s) a written response within 10 working days, stating whether ACER agrees to or refuses the request.

g) If ACER refuses the request for a review under clause 15.4(e), the written response must include details of the reasons for the refusal.

h) If ACER agrees to the request under clause 15.4(e), 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.

15.5 Home-Based Work

ACER may permit an Employee to work from home on an ongoing or occasional basis. Requests to work from home require manager approval. Where requests to undertake home based work are refused, ACER will provide the Employee with the reasonable business grounds for such a refusal.

An Employee permitted to work from home must agree to:

a) Maintain a home-based work environment, at their own expense, that is:
   (i) Safe and without risks to their health, including compliance with WHS/OHS and ergonomic standards; and
   (ii) secure with regards to physical security and the security of any ACER data, information, confidential information, and/or intellectual property that may be accessible at the home-based work environment; and

b) comply with ACER policies and procedures; and

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c) attend the office for any work-related activity as requested by their Line Manager and making suitable arrangements with their Line Manager to do so. Travel time to and from the office is not included in an Employee's standard working hours.

Working from home does not impact an Employee's access to leave under clause 19.

15.6 Flexible Working Arrangements – Specific Circumstances

a) Section 65 of the Fair Work Act provides that an Employee may request a change in their working arrangements in any of the following circumstances:
   (i) The Employee is pregnant; or
   (ii) the Employee is the parent, or has responsibility for the care, of a Child who is of school age or younger; or
   (iii) the Employee is a carer (within the meaning of the Carer Recognition Act 2010); or
   (iv) the Employee has a disability; or
   (v) the Employee is 55 or older; or
   (vi) the Employee is experiencing family violence; or
   (vii) the Employee provides care or support to a member of the Employee's Immediate Family, or a member of the Employee's household, who requires care or support because the member is experiencing family violence.

Note: Examples of changes in working arrangements include changes in hours of work, changes in patterns of work and changes in location of work.

b) To avoid doubt, and without limiting clause 15.6, an Employee may request to work part-time to assist the Employee to care for a Child if the Employee:
   (i) Is a parent, or has responsibility for the care, of a Child; and
   (ii) is returning to work after taking leave in relation to the birth or adoption of a Child.

   The Employee is not entitled to make a request under this clause unless:
   (i) For an Employee other than a casual Employee – the Employee has completed at least 12 months continuous service with the employer immediately before making the request; or
   (ii) for a casual Employee – the Employee is:
      - Immediately before making the request, a regular casual Employee of the employer who has been employed on that basis for a sequence of periods of employment during a period of at least 12 months; and
      - has a reasonable expectation of continuing employment by the employer on a regular and systematic basis.

c) A request made under this clause must be made in writing and set out details of the change sought and the reasons for the change.

d) ACER must genuinely consult with the Employee about the request and consider whether the request can be accommodated, having regard to:
   (i) The Employee's circumstances and needs;
   (ii) the consequences for the Employee if the request is refused; and
   (iii) the operational requirements of the Employer.

e) ACER must not refuse a request unless:
   (i) It has genuinely considered reasonable alternatives; and
   (ii) the refusal is based on reasonable business grounds.

f) ACER must provide a written response within 21 days stating whether the request is approved, approved with variation, or refused.

g) If a request is refused, the written response must include:
   (i) That the request is refused;
   (ii) the reasonable business grounds for refusal;

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(iii) how those grounds apply to the request; and
(iv) any alternative working arrangements that could be accommodated, or state that no alternative arrangements are available.

h) Where a flexible working arrangement is agreed, it will not be varied or withdrawn without consultation and reasonable notice, unless operational requirements reasonably necessitate a change.

i) A dispute about a request or the operation of this clause may be dealt with under the dispute resolution procedure of this Agreement and referred to the Fair Work Commission.

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 (or delegate) having regard to the principles in Schedule 1 The CEO's decision may be informed by advice from the Position Evaluation Committee (PEC).

16.3 Position Evaluation Committee

The Position Evaluation Committee (PEC) comprises of four members, including:

a) At least two members representing Employees, one of whom shall be an Employee from the ACER CPSU Branch section committee; and
b) one member of the Senior Executive Group appointed by the CEO, or delegate, who will act as Chair; and
c) One member of the People and Culture Team, which may include the Chief People and Transformation Officer.

The PEC will provide advice regarding position size to the CEO, or delegate, regarding the size or classification of positions. This advice will be informed by the application of a structured position evaluation system adopted by ACER from time to time. Any change to the evaluation system will be subject to consultation with the AACC and PEC members.

The PEC will determine its own procedures for considering position evaluation recommendations. In undertaking its assessment, the PEC may consult with the relevant Line Manager or other Employees with knowledge of the position requirements.

16.4 Notification of Job Size and Market Loadings

The Chief People & Transformation Officer 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. The date of incremental progression for Employees who were converted from casual to ongoing or fixed term will be on the date of conversion.

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16.6 Employee Advancement

Employee advancement at ACER recognises and supports career progression based on demonstrated capability, performance and organisational impact.

An Employee may seek advancement where:

- The responsibilities, complexity or scope of their role have substantially increased;
- they are performing work that is more appropriately classified at a higher level; or
- organisational changes have resulted in the Employee undertaking higher level duties on an ongoing basis.

Advancement may involve:

- Progression within an existing role to a higher level; or
- movement to a different role with broader or different responsibilities.

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 advance the Employee to an alternative, more senior position.

A proposal for advancement may be made by the relevant Head of Division or the Employee. Proposals must be in writing and be accompanied by a proposed position description. It may also be accompanied by a copy of the most recent Annual Performance Review and other relevant material.

Proposals for advancement will be considered by the ACER Advancement Committee, except where job size 400 or lower.

Where the Advancement Committee approves advancement to a position that does not have an established job size, then the CEO or delegate, 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.

16.7 Advancement Committee

The Advancement Committee is responsible for considering and determining Employee advancement outcomes.

The Committee will meet twice each year, with advancement cycles, including submission timeframes, published on the intranet.

The Advancement Committee will comprise at least three members of senior management, appointed by the CEO or delegate.

The Committee will ensure that advancement decisions are applied consistently and fairly across the organisation, having regard to the duties performed, demonstrated capability and organisational requirements.

General Employees

The proposed position may be a previously established position and so, may 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, and Research Fellow 2

Advancement proposals for positions classified at Job Size 400 or below, and for Research Fellow 2 positions, will be considered by the relevant Head of Division, who will make a recommendation to the CEO or delegate.

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Above Job Size 400
Each proposal for advancement to a more senior position is considered by the Advancement Committee.

Outcome of Application
Employees will be advised in writing of the outcome of their advancement application.

Feedback when Advancement not Approved
Where advancement is not approved, the relevant Head of Division or delegate will provide the Employee with feedback within a reasonable timeframe. This will include guidance on development areas to support future progression, where appropriate.

16.8 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.

16.9 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 10 consecutive working days and not more than 12 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 ACER's requirement for the performance of work at a higher level is for one year or more, then the CEO (or delegate) 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 position, they are paid an allowance equal to the difference between the relieving person's actual salary and the minimum salary of the higher position, unless the minimum salary of the higher position is lower than the relieving person's actual salary, in which case the next salary point of the higher position that exceeds the relieving person's actual salary is to be used.
b) Where an Employee performs a portion of the duties of a higher position, they are paid an allowance determined through an assessment, by the CEO (or delegate), of the amount of additional responsibility accepted.
c) If the duties of the higher position are shared between two or more persons, the total 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.

16.10 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.

The 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.

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Approved overtime is paid at the following rates:

Weekdays	Time and a half (150%) for the first 3 hours and double time thereafter.
Saturdays	Time and a half (150%) up to 12 noon (or the first 3 hours, whichever occurs first) and double time thereafter.
Sundays	Double time (200%)
Public Holidays	Double time (200%)

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
Employees eligible for overtime payment may elect to take time off in lieu of overtime worked, calculated at ordinary time, with the approval of the appropriate Head of Division or delegate. Any time off in lieu accrued must be taken within 3 months of the time worked. A record of such hours will be maintained by ACER and managed accordingly.

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.

16.11 Provisions for Employees not Entitled to Overtime
Employees not entitled to overtime under the provisions of clause 16.10 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.

The relevant 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 off in lieu of such excess hours, calculated at ordinary time, at a time within 3 months that is mutually acceptable to the Employee and the relevant Head of Division or delegate.

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16.12 Meal Allowances

No Employees eligible for overtime payment shall be required to work more than 5 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 5 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 5 hours on Saturdays, Sundays and Public Holidays.

16.13 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.

16.14 On-Call IT

An Employee may, by Agreement with ACER, participate in an IT on call roster to provide support outside ordinary hours of work. Participation in an IT on call roster is not limited to Employees within the Information Technology function and may apply to any Employee who is required to provide support for technology systems, services, projects or operational requirements.

Whilst rostered on call, the Employee must be available to respond to and, where necessary, perform work to support those systems, services, projects or operational requirements.

For each day or part day during which an Employee is rostered on call, the Employee will be paid the on call allowance as set out in Schedule 3.

The on call allowance compensates the Employee for being available to respond outside ordinary hours and is payable whether or not the Employee is required to perform work.

Where an Employee is required to perform work whilst on call, the time spent performing such work will not be compensated through the on call allowance and will instead be paid in accordance with clause 16.10 and 16.11 of this Agreement.

For the purpose of calculating overtime, time worked will commence when the Employee begins performing work and cease when the Employee has completed that work.

An Employee who is required to attend an ACER workplace whilst on call will be paid overtime in accordance with this Agreement, including travel time reasonably required to travel to and from the workplace.

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16.15 First Aid and Mental Health 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 or Mental Health 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 Employees appointed as First Aid Officers or Mental Health First Aid Officer. The allowance 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 Registered Training Organisation (RTO) having met the Australian Quality Training Framework (AQTF) Standards, and which has been obtained within the previous three years.

A current recognised Mental Health First Aid qualification means a Mental Health First Aid Accreditation issued through the Mental Health First Aid Australia program, or an equivalent qualification recognised by ACER, and which remains current in accordance with the requirements of the issuing body.

16.16 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 a 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.

16.17 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) 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 off 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 and Professional Development Review

Employees other than those appointed for a term of less than 12 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, People & Culture and the CEO.

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 progress, professional learning and development.

New Employees may meet with their Line Manager as soon as practicable after commencement in order to establish objectives for the ensuing year.

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.

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Any dispute concerning the Parties' obligations under this clause shall be dealt with in accordance with clause 10.

17.2 Professional Development Support

ACER is committed to supporting the professional development and continuous learning of its Employees and recognises the value of training and study in enhancing individual capability and organisational effectiveness.

Employees may request approval to undertake training, study or other professional development activities.

17.3 Professional Development Activities

Professional development activities are structured learning activities, such as training, workshops or seminars, that support skill development and capability in an Employee's role, but do not include formal higher education study.

ACER may provide support including the payment of course or training fees and/or time release to participate in such activities, including through leave, flexible working arrangements or other agreed adjustments to working hours. Such support is subject to operational requirements, relevance to ACER's work and the availability of funds.

17.4 Study Leave

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; or
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 5 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 5 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 5 hours per week;
d) Paid study leave up to 5 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.

17.5 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.

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Part C: Other Conditions of Service

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

18. Superannuation

18.1 ACER will contribute 17% of an Employee's salary to their nominated superannuation fund for the following Employees:

- based on their initial appointment at ACER:
  a) Ongoing Employees who hold full time appointments or fractional appointments of not less than 50% of the full-time equivalent appointment;
  b) contract Employees who hold full time appointments or fractional appointments of not less than 50% of the full time equivalent appointment, and where contracts of appointment are for periods of more than one year.
- Short term contract Employees who hold full time appointments or fractional appointments of not less than 50% of the full time equivalent appointment, and where initial appointment for one year or less is renewed by a further contract and where total appointment will then exceed 12 months.

ACER will contribute the statutory superannuation contribution guarantee (SCG) to all other Employees.

18.2 ACER will make superannuation contributions in accordance with the Superannuation Guarantee Act into a complying superannuation fund nominated by the Employee on a Superannuation Standard Choice form.

If a complying fund has not been nominated by the Employee's first pay period, ACER will make payment on the Employee's behalf to their stapled superfund. The Employee will provide all reasonable assistance to ACER to provide the details of their stapled superfund in a timely manner and to ensure compliance with ACER's legislative obligations to make super payments to the Employee.

If an eligible Employee does not choose an alternative registered superannuation fund to receive employer superannuation contributions, or ACER is not otherwise required by law to make contributions to an alternative fund, ACER will make contributions to UniSuper Limited.

18.3 The management of superannuation arrangements will be in accordance with the relevant legislation, ACER policy and procedures, and arrangements between ACER and the superannuation fund.

19. Leave

19.1 Annual Leave

Full time Employees are entitled to 20 working days (146 hours 40 minutes) of 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 shutdowns 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.

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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 Chief People & Transformation Officer to cash out their annual leave due to financial hardship. In deciding to approve such a request, the Chief People & Transformation Officer 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 four 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 weekdays that are not public holidays between 26 December and 1 January as additional leave.

19.4 Personal / Carer's Leave

Paid Personal / Carer's Leave

a) Full time Employees are entitled to 20 working days (146 hours 40 minutes) of personal leave for each year of employment. Fractional Employees are entitled to pro rata personal leave.

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

c) No restriction exists on the amount of accrued personal leave which can be taken at any one time.

d) Personal / carer's leave may be taken where an Employee is:

   (i) Unfit for work due to an unexpected emergency, personal illness or injury, including physical and mental health conditions, and associated treatment, recovery, or preventative health care; or

   (ii) providing care or support due to an unexpected emergency, illness or injury, including physical and mental health conditions, and associated treatment, recovery, or preventative health care to:

   - A member of their immediate family or household; or
   - a member of their kinship network; or
   - a person with whom they have a close personal relationship.

e) Personal/Carer's Leave may also be accessed in other circumstances subject to approval by the Line Manager and the Chief People & Transformation Officer, or delegate, having regard to individual circumstances and reasonable personal or caring needs.

f) Leave in excess of 5 consecutive days must be supported by a registered health practitioner's certificate, statutory declaration or other satisfactory evidence. If an Employee has taken 10 uncertificated leave days in a calendar year, the Chief People & Transformation Officer, or delegate, 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.

g) Where an Employee requires time off work but does not have sufficient accrued personal leave, the absence may be treated as leave without pay, and will be subject to the same notice and evidence requirements as a period of personal leave. Pay in lieu of unused personal leave cannot be claimed on termination.

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

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Wellbeing Check-Ins

Where an Employee has taken an extended period of personal / carer's leave including a continuous period of five (5) days or has taken ten (10) days of uncertificated personal / carer's leave in a calendar year, the Employer may reasonably check in with the Employee. Any such discussion will be conducted in a supportive and collaborative way with a focus on the Employee's wellbeing and any support that may be required.

19.5 Compassionate Leave

a) An Employee (other than casual) is entitled to 5 days of compassionate leave for each occasion (a permissible occasion) when a member of the Employee's immediate family, extended family, a close personal connection, or other circumstances as approved by the Line Manager and the Chief People & Transformation Officer, or delegate:
   (i) Contracts or develops a personal illness that poses a serious threat to their life; or
   (ii) sustains a personal injury that poses a serious threat to their life; or
   (iii) dies; or
   (iv) where a child is stillborn, where the child would have been a member of the Employee's immediate family, or a member of the Employee's household, if the child had been born alive (for an Employee, or the Employee's spouse or de facto partner refer to 19.7 (c) of this Agreement).

b) An Employee may take compassionate leave for a particular permissible occasion if the leave is taken:
   (i) To spend time with the member of the Employee's immediate family, extended family, close personal connection who has contracted or developed the personal illness, or sustained the personal injury; or
   (ii) after the death of the member of the Employee's immediate family, extended family, close personal connection.

c) An Employee may take compassionate leave for a particular permissible occasion as:
   (i) A single continuous 5-day period; or
   (ii) 5 separate periods of one day each; or
   (iii) any separate periods adding up to 5 days to which the Employee and their employer agree.

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

e) Leave in excess of 5 consecutive days must be supported by a registered health practitioner's certificate, statutory declaration or other satisfactory evidence.

f) Where an Employee has exhausted their entitlement to compassionate leave in any given occasion, they may access paid personal/carer's leave in accordance with this Agreement.

g) If, in accordance with this clause, 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

Casual Employees are entitled to unpaid compassionate leave in accordance with the NES.

19.6 Long Service leave

a) Long service leave is paid at an Employee's 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 7 years of continuous paid employment.

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Full time Employees are entitled to 9.1 weeks (45.5 days) of paid long service leave on completion of 7 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.

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.

f) 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 carer's). 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.

g) Where an Employee has completed 7 years or more of 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 19.6(b).

h) 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 4 and is less than 7 completed years.

i) 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.

j) The minimum period of absence on long service leave is one day.

k) 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.

l) The pay of an Employee on long service leave is paid fortnightly during the period of leave, unless otherwise requested by the Employee.

m) 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.

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

o) 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.

p) An Employee may apply to the Chief People & Transformation Officer to cash out their long service leave due to financial hardship. In deciding to approve such a request, the Chief People & Transformation Officer 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 Chief People & Transformation Officer will advise the Line Manager where such requests are approved, however, the details will remain confidential.

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19.7 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.

19.8 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.

ACER Paid Parental Leave

The provision of ACER's paid parental leave entitlement is associated with the birth or adoption of a child (or children from a multiple birth or adoption). To access ACER paid parental leave, an Employee must have worked a minimum period of 12 consecutive months at ACER before the commencement of the parental leave.

ACER paid parental leave can be taken from 6 weeks prior to, or any time during the first 52 weeks from, the birth or adoption of a child (or children from a multiple birth or adoption).

a) Primary Carers leave

Employees are entitled to 20 weeks' paid primary carer leave on the birth or adoption of a child (or children from a multiple birth or adoption) where they are to be the primary caregiver.
For the purpose of accessing primary carers leave, an Employee is considered the primary caregiver if they assume primary responsibility for the care of the child (or children) by meeting the child (or children's) needs more than anyone else.

b) Partner Leave

Employees are entitled to 4 weeks' paid partner leave on the birth or adoption of a child where they are the partner of the primary caregiver.

c) Pregnancy loss fewer than 20 weeks (paid special leave)

In the event of a loss of pregnancy before a gestation period of 20 weeks, including miscarriage, the Employee may access up to 2 weeks paid special leave to be taken directly after the loss of pregnancy.

d) Pregnancy Loss or Stillbirth after 20 weeks (paid special leave)

In the event of a loss of pregnancy or stillbirth at or after 20 weeks, including neo-natal death, the Employee may choose to access the full period of primary carer's leave set out in a. above, namely up to 20 weeks paid special leave to be taken directly after the loss of pregnancy or stillbirth/death.

e) Surrogacy (Paid Special Leave)

In the event an Employee is a surrogate, the Employee can access up to 8 weeks paid special leave to be taken from any time prior to, or on the birth of, the child or children.

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.

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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.

Preservation of Other Leave Entitlements

For the avoidance of doubt, nothing in this clause limits or reduces an Employee's access to other leave entitlements available under this Agreement, including compassionate leave or personal/carer's leave, where applicable.

19.9 Military Service Leave

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

a) up to 15 days' paid leave per annum, non-cumulative, for the purpose of attending naval, army, or airforce service or training; and

b) 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.

19.10 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:

a) the period consists of one or more of the following:
   (i) time when the Employee engages in the activity;
   (ii) reasonable travelling time associated with the activity;
   (iii) reasonable rest time immediately following the activity; and

b) Unless the activity is jury service—the Employee's absence is reasonable in all the circumstances.

An activity is considered an eligible community service activity if, and only if, the Employee:

a) Is dealing with an emergency or natural disaster; and

b) engages on a voluntary basis; and

c) is a member of, or has a member-like association with, a recognised emergency management body (such as the State Emergency Services and Country Fire Authority); and

d) was either requested to engage in an activity, or it would be reasonable to expect that such a request would have been made if circumstances had permitted.

e) 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 of 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.

19.11 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 their paid annual leave that they have accumulated above one year's entitlement.

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19.12 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 12-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.

19.13 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.

19.14 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 4 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.

19.15 Post Travel Leave

Where Employees are required to make trips of over 10 hours' flight duration, recovery leave of one day offshore 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 3 trips of less than 5 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.

19.16 Family and Domestic 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 family and domestic violence.

All Employees (including full-time, fractional and casual Employees) are entitled to 10 days of paid family and domestic leave in a 12-month period. Employees are entitled to the full 10 days entitlement upfront, on their commencement with ACER.

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This entitlement renews every year on the Employee's anniversary of their commencement date with ACER. It does not accumulate from year to year if it is unused.

An Employee experiencing family or domestic violence can access this entitlement if they need to attend to matters relating to the impact of family and domestic violence such as making arrangements for their safety or the safety of a close relative (including relocation), attending court hearings, accessing police services, attending counselling, and attending appointments with medical, financial or legal professionals.

A full-time or fractional Employee who takes a period of family and domestic violence leave will be paid in accordance with the NES at the Employee's usual salary for the period of leave.

A casual Employee who takes a period of family and domestic violence leave will be paid in accordance with the NES at the Employee's usual salary for the hours in the period of leave that the Employee was rostered and agreed to the work.

Nothing in this clause prevents a casual Employee from taking a period of family and domestic violence leave that does not include rostered or agreed hours, but it should be noted that ACER is not required to make any payment in respect to such hours.
In accordance with the Fair Work Act 2009:

a) Family and Domestic Violence means violent, threatening or other abusive behaviour by an Employee's close relative, a current or former intimate partner, or a member of their household that both seeks to coerce or control the Employee and causes them harm or fear. ACER recognises that this includes abuse of a physical, sexual, financial, verbal or emotional nature, as well as behaviour that causes a child to hear, witness, or otherwise be exposed to the effects of this behaviour.
b) A "close relative" or a person is another person who is either a member of the first person's immediate family or is related to the first person according to Aboriginal or Torres Strait Islander kinship rules.

If an Employee needs to take family and domestic violence leave, the Employee should, as soon as practicably possible, notify manager of their absence and its expected duration. ACER may also require the Employee to provide evidence in support of the need to take family and domestic violence leave.

All personal information concerning family and domestic violence will be treated confidentially, as far as it is reasonably practicable to do so, in line with relevant legislation. Information of that nature will not be kept on an Employee's employment 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 family and domestic violence.

An Employee experiencing domestic violence may raise the issue with their immediate Line Manager or People & Culture.

An Employee experiencing family and domestic violence and who has used up their 10 days' entitlement for the year, may have access to their personal leave, annual leave or unpaid special leave to attend to matters relating to the impact of family and domestic violence.

Family and domestic violence 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 carer's leave to accompany them to court, hospital, or to mind children while the person being supported attends these appointments.

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An Employee and their immediate family experiencing family and domestic violence may access the ACER Employee Assistance Program (EAP). Such assistance may be extended beyond the standard number of consultations with the approval of the Chief People & Transformation Officer, or delegate.

In order to provide support to an Employee experiencing family and domestic violence and to provide a safe work environment to all Employees, ACER may approve any reasonable request from an Employee experiencing family and 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 family and 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.

19.17 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 number of consultations with the approval of the Chief People & Transformation Officer, or delegate.

19.18 Gender Affirmation Leave

a) ACER encourages a culture that is supportive of transgender and gender diverse staff and recognises the importance of providing a safe, positive and inclusive environment for Employees undertaking gender affirmation.
b) For the purpose of this clause, gender affirmation refers to the steps a person may take to affirm their gender, which may be different from the sex assigned at birth. Leave under this clause may be used to support gender affirmation, including (but not limited to) medical or psychological appointments, hormone treatment, surgery and recovery, or updating legal or identity documents.
c) Employees (other than casuals) who are undergoing a process of affirming their gender are entitled to a one-off entitlement of up to 20 days of paid Gender Affirmation Leave (pro-rata for fractional Employees) for the purpose of supporting the Employee's affirmation, which may be accessed any time during their employment. Gender Affirmation Leave is non-cumulative and is not paid out on termination.
d) Leave may be taken flexibly, including as single days, part-days or consecutive periods, as agreed with the Line Manager or the Chief People & Transformation Officer, or delegate, in consultation with the Line Manager.

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e) Where an Employee has exhausted their paid Gender Affirmation Leave entitlement and requires additional leave to support gender affirmation, they may access other forms of paid leave including paid Personal Leave in accordance with the personal / carer's leave provisions of this Agreement.
f) An Employee may request flexible work arrangements to support their gender affirmation process in accordance with clause 15.6 (Flexible Work Arrangements-Specific Circumstances) of this Agreement.
g) Employees should provide reasonable prior notice of their intention to take Gender Affirmation Leave and, where requested, supply reasonable supporting documentation. Supporting documentation may include a medical certificate or a document issued by a registered practitioner, a lawyer, or a State, Territory or Federal government organisation, a statutory declaration, or other suitable documentation. All information and documentation provided for the purpose of accessing Gender Affirmation Leave under this clause will be handled sensitively and confidentially.

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 the year. Such a judgement will be made by the Line Manager after consultation with the Line Manager's manager and People & Culture representative, and will take into account 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, ACER 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
c) transfer the Employee to a suitable alternative position where reasonably practicable; and
d) Ensure a People & Culture 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 3 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.

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Procedural Fairness

a) The Performance Improvement process must be consistent with the principles of procedural fairness.
b) ACER must advise the Employee of the unsatisfactory work performance.
c) ACER 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) ACER will complete the process as quickly as practicably possible. Timeframes will be considered reasonable where they are commensurate with the issue being managed.
g) ACER 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.
e) At the conclusion of the progress review period, the Employee and their Line Manager will meet again to discuss performance improvements and/or outcomes. Where improvement is satisfactory, the Performance Improvement process under this clause is deemed closed.

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 Chief People & Transformation Officer or delegated member of People & Culture. The Line Manager will brief the relevant Head of Division and the Chief People & Transformation Officer or delegate on the progress made in the informal performance improvement stage and the reasons for moving to the formal stage. The Chief People & Transformation Officer or delegate 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 Chief People & Transformation Officer or delegate to assist the Parties with the process and/or mediation if required.

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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 timeframe.

(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 Chief People & Transformation Officer or delegate.

g) If Agreement cannot be reached between the Parties on the content of the written summary, this will be noted on the Employee's PIP.

Third and Final Stage

Where the unsatisfactory performance or behaviour has not improved to the required standard after the first two stages, the Chief People & Transformation Officer or delegate 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 have 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.

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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 Chief People & Transformation Officer.

If the CEO subsequently decides to initiate a formal investigation, the CEO will appoint the Chief People & Transformation Officer or a qualified Independent External Investigator to investigate the allegations. Such investigations will be carried out using the principles of natural justice and a 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.

ACER may only suspend an Employee if it is a fair and reasonable response given the circumstances. ACER 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 4 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.

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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 Chief People & Transformation Officer 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 employment 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 relevant documentation, except for legal opinion and/or documentation that identifies individuals, will be provided to the Employee. Where individuals can be identified through documentation, relevant to the matter, ACER will take appropriate steps to maintain anonymity and remove identifiable information to ensure that whistleblower and disclosure policies are maintained.

In the circumstance that an Employee is found guilty in the relevant state or territory of an offence that is punishable, either on indictment or on summary conviction by imprisonment for a term of twelve months or more, 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 Chief People & Transformation Officer 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 3 years	at least 2 weeks
More than 3 years but not more than 5 years	at least 3 weeks
More than 5 years	at least 4 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.

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22.2 Redundancy – Ongoing Employees

Redundancy provisions apply only to full time or part time Employees engaged on an Ongoing 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.

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) has **completed at least two years of continuous service** with ACER.

ACER will fund up to $2,500 to provide Career Transition services to an Employee whose role is deemed redundant.

Redundancy Pay – Ongoing Employees

An eligible Employee whose employment is being terminated under this clause receives the following redundancy 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
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
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 26 weeks, except in the case of an Employee who was employed by ACER before 1 July 2026, for whom redundancy payments, calculated in accordance with the above scale, shall not exceed 32 weeks.

Termination by redundancy is determined by the CEO on the advice of the Head of Division and Chief People & Transformation Officer having first considered all other options.

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22.3 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 Chief People & Transformation Officer 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 Chief People & Transformation Officer.

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.

22.4 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 as per the Employee's nominated superannuation fund;
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 an 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. Union Related Matters

24.1 Workplace Delegates' Rights

a) Union delegates play an important and legitimate role in representing Employees, supporting access to union representation and communicating Employee views to ACER.
b) For the purposes of this clause, a workplace delegate is an Employee appointed or elected in accordance with the rules of the CPSU to represent eligible Employees.
c) A delegate may represent eligible Employees in matters affecting their industrial interests, including consultation, disputes, disciplinary processes, enterprise bargaining and matters under this Agreement.

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d) Delegates may communicate with Employees about industrial matters, including union membership, during working hours where reasonable and without undue disruption.
e) ACER will provide delegates with reasonable access to the workplace and necessary facilities, subject to operational requirements and relevant policies.
f) ACER will not unreasonably refuse to deal with a delegate or hinder the exercise of their rights.
g) Employees will not be subject to adverse action due to union membership, delegate status, or lawful industrial activity.

24.2 Union Leave and Training

a) Up to 2 Employees who are CPSU State Public Service Federation Victorian Branch Council members, and who are nominated by the Branch Secretary of the Union, will be entitled to half a day's paid leave per month, including reasonable travel time, to attend meetings.
b) Additional paid leave will be provided to attend CPSU Federal Council, Federal Executive and ACTU triennial conferences.
c) Delegates will be released from duties as reasonably necessary to perform their functions, subject to prior approval (not unreasonably withheld) and operational requirements.
d) Delegates are entitled to up to 5 days' paid leave per year for training. This entitlement is non-cumulative.

24.3 Freedom of Association

Employees have the right to choose whether or not to join a union. No Employee is required to be represented by a delegate without that Employee's Agreement. ACER will not discriminate on the basis of union membership or lawful union activity. Union information will be made available to all new Employees.

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Schedule 1: Salary Scales

Salary Scales

Salary scales will increase as follows:

- 1 July 2026, 3.25 per cent
- 31 May 2027, 4 per cent
- 31 May 2028, 4 per cent

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 ACER's evaluation system;
- the salary scale for each job size will be centered on the ACER salary policy line at the level that corresponds with the job size;
- each scale will have a range set at +5 per cent from the mid-point defined by the salary policy line;
- each scale will have 5 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.

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Schedule 1: Salary scales (continued)

Salary scales effective 1 July 2026						
Job Size	Step 1	Step 2	Step 3	Step 4	Step 5	Casual Hourly Rate (Including loading)
100						$40.76
110						$42.34
120						$43.93
130						$45.52
140						$47.11
150	70,531	72,383	74,241	76,099	77,953	$48.69
160	72,826	74,746	76,662	78,579	80,495	$50.28
170	75,127	77,105	79,083	81,060	83,032	$51.87
180	77,427	79,464	81,498	83,543	85,578	$53.45
190	79,724	81,825	83,921	86,020	88,121	$55.04
200	82,024	84,185	86,340	88,502	90,662	$56.63
210	84,324	86,541	88,758	90,979	93,196	$58.22
220	86,621	88,902	91,183	93,458	95,744	$59.81
230	88,919	91,264	93,600	95,943	98,282	$61.39
240	91,219	93,621	96,019	98,423	100,824	$62.98
250	93,517	95,981	98,438	100,902	103,363	$64.56
260	95,815	98,337	100,861	103,383	105,901	$66.15
270	98,115	100,701	103,284	105,864	108,445	$67.74
280	100,419	103,055	105,697	108,344	110,983	$69.33
290	102,715	105,417	108,122	110,824	113,528	$70.92
300	105,010	107,778	110,540	113,303	116,070	$72.50
310	107,314	110,137	112,962	115,784	118,607	$74.09
320	109,610	112,497	115,377	118,265	121,148	$75.67
330	111,909	114,857	117,802	120,750	123,687	$77.27
340	114,209	117,212	120,219	123,225	126,234	$78.85
350	116,509	119,573	122,637	125,706	128,774	$80.44
360	118,807	121,933	125,057	128,182	131,312	$82.02
370	121,107	124,291	127,478	130,667	133,853	$83.61
380	123,405	126,649	129,899	133,150	136,393	$85.20
390	125,705	129,011	132,321	135,624	138,934	$86.79
400	128,004	131,371	134,739	138,109	141,476	$88.37
410	130,298	133,730	137,160	140,587	144,018	$89.96
420	132,597	136,089	139,572	143,067	146,557	$91.54
430	134,900	138,451	141,997	145,549	149,097	$93.13
440	137,199	140,808	144,420	148,031	151,641	$94.72
450	139,497	143,166	146,837	150,509	154,181	$96.31
460	141,798	145,527	149,257	152,989	156,722	$97.90
470	144,095	147,886	151,676	155,472	159,262	$99.48

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Salary scales effective 1 July 2026						
Job Size	Step 1	Step 2	Step 3	Step 4	Step 5	Casual Hourly Rate (Including loading)
480	146,392	150,246	154,096	157,949	161,800	$101.07
490	148,697	152,602	156,516	160,430	164,343	$102.66
500	150,993	154,965	158,937	162,912	166,884	$104.25
510	153,288	157,324	161,358	165,392	169,425	$105.83
520	155,591	159,683	163,774	167,871	171,965	$107.42
530	157,886	162,044	166,198	170,353	174,511	$109.01
540	160,186	164,401	168,619	172,836	177,048	$110.60
550	162,485	166,762	171,038	175,312	179,591	$112.18
560	164,784	169,121	173,455	177,794	182,131	$113.77
570	167,086	171,481	175,877	180,273	184,671	$115.36
580	169,383	173,839	178,298	182,755	187,213	$116.94
590	171,681	176,202	180,717	185,234	189,754	$118.53
600	173,981	178,555	183,135	187,715	192,289	$120.12
610	176,279	180,920	185,560	190,194	194,834	$121.71
620	178,575	183,279	187,973	192,677	197,375	$123.29
630	180,880	185,635	190,398	195,158	199,919	$124.88
640	183,173	187,997	192,815	197,635	202,460	$126.47
650	185,474	190,355	195,235	200,122	204,996	$128.05
660	187,774	192,715	197,656	202,598	207,537	$129.64
670	190,071	195,075	200,078	205,080	210,082	$131.23
680	192,374	197,436	202,502	207,557	212,622	$132.82
690	194,673	199,793	204,916	210,040	215,164	$134.40
700	196,966	202,151	207,335	212,522	217,700	$135.99
710	199,267	204,513	209,750	214,997	220,241	$137.57
720	201,568	206,873	212,170	217,478	222,779	$139.16
730	203,886	209,248	214,605	219,970	225,337	$140.76
740	206,230	211,654	217,073	222,499	227,928	$142.38
750	208,602	214,088	219,569	225,058	230,550	$144.01
760	211,001	216,550	222,094	227,646	233,201	$145.67
770	213,428	219,041	224,648	230,264	235,883	$147.35
780	215,882	221,560	227,232	232,912	238,595	$149.04
790	218,365	224,108	229,845	235,591	241,339	$150.75
800	220,876	226,685	232,488	238,300	244,115	$152.49

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	Research Salary Scales effective 1 July 2026						
	Job Size	Step 1	Step 2	Step 3	Step 4	Step 5	Casual Hourly Rate (Including loading)
RO1	240	91,219	93,621	96,019	98,423	100,824	62.98
RO2	290	102,715	105,417	108,122	110,824	113,528	70.92
RF1	380	123,405	126,649	129,899	133,150	136,393	85.20
RF2	460	141,798	145,527	149,257	152,989	156,722	97.90
SRF1	540	160,186	164,401	168,619	172,836	177,048	110.60
SRF2	630	180,880	185,635	190,398	195,158	199,919	124.88
PRF1	720	201,568	206,873	212,170	217,478	222,779	139.16

	Project Salary Scales effective 1 July 2026						
	Job Size	Step 1	Step 2	Step 3	Step 4	Step 5	Casual Hourly Rate (Including loading)
PO	260	95,815	98,337	100,861	103,383	105,901	66.15
SPO	300	105,010	107,778	110,540	113,303	116,070	72.50
PD1	340	114,209	117,212	120,219	123,225	126,234	78.85
PD2	400	128,004	131,371	134,739	138,109	141,476	88.37
SPD	480	146,392	150,246	154,096	157,949	161,800	101.07

Salary scales effective 31 May 2027						
Job Size	Step 1	Step 2	Step 3	Step 4	Step 5	Casual Hourly Rate (Including loading)
100						42.39
110						44.04
120						45.69
130						47.34
140						48.99
150	73,352	75,279	77,211	79,143	81,071	50.64
160	75,739	77,736	79,729	81,723	83,715	52.29
170	78,132	80,189	82,247	84,302	86,353	53.94
180	80,524	82,643	84,758	86,884	89,001	55.59
190	82,913	85,098	87,277	89,460	91,646	57.24
200	85,305	87,552	89,793	92,042	94,288	58.89
210	87,697	90,003	92,308	94,618	96,923	60.54
220	90,085	92,458	94,830	97,196	99,573	62.20
230	92,476	94,914	97,344	99,781	102,213	63.85
240	94,868	97,366	99,860	102,360	104,857	65.50
250	97,257	99,820	102,375	104,938	107,497	67.15
260	99,648	102,271	104,895	107,519	110,138	68.80
270	102,040	104,729	107,415	110,099	112,782	70.45
280	104,436	107,177	109,925	112,678	115,423	72.10

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Salary scales effective 31 May 2027						
Job Size	Step 1	Step 2	Step 3	Step 4	Step 5	Casual Hourly Rate (Including loading)
290	106,824	109,634	112,447	115,257	118,069	73.75
300	109,211	112,089	114,962	117,836	120,712	75.40
310	111,606	114,542	117,480	120,415	123,352	77.05
320	113,995	116,997	119,992	122,995	125,994	78.70
330	116,385	119,452	122,514	125,580	128,635	80.36
340	118,777	121,901	125,028	128,154	131,284	82.00
350	121,170	124,356	127,543	130,734	133,925	83.65
360	123,559	126,810	130,060	133,309	136,565	85.31
370	125,951	129,263	132,577	135,894	139,207	86.96
380	128,342	131,714	135,095	138,476	141,849	88.61
390	130,733	134,171	137,614	141,049	144,492	90.26
400	133,124	136,626	140,129	143,634	147,135	91.91
410	135,510	139,080	142,647	146,211	149,779	93.56
420	137,901	141,532	145,155	148,790	152,419	95.21
430	140,296	143,989	147,676	151,371	155,061	96.86
440	142,687	146,441	150,197	153,952	157,707	98.51
450	145,077	148,893	152,710	156,529	160,348	100.16
460	147,470	151,348	155,227	159,108	162,991	101.81
470	149,858	153,801	157,743	161,691	165,633	103.46
480	152,248	156,256	160,260	164,267	168,272	105.11
490	154,644	158,707	162,776	166,847	170,917	106.76
500	157,033	161,163	165,294	169,428	173,559	108.42
510	159,420	163,617	167,812	172,008	176,202	110.07
520	161,814	166,071	170,325	174,586	178,844	111.71
530	164,201	168,525	172,846	177,167	181,492	113.37
540	166,594	170,977	175,363	179,750	184,130	115.02
550	168,984	173,433	177,879	182,325	186,775	116.67
560	171,375	175,886	180,393	184,906	189,416	118.32
570	173,770	178,340	182,912	187,484	192,058	119.97
580	176,158	180,792	185,430	190,065	194,701	121.62
590	178,548	183,250	187,946	192,643	197,344	123.27
600	180,941	185,698	190,460	195,223	199,980	124.92
610	183,330	188,157	192,982	197,801	202,627	126.58
620	185,718	190,610	195,492	200,384	205,270	128.22
630	188,115	193,061	198,014	202,964	207,916	129.88
640	190,500	195,516	200,528	205,540	210,558	131.52
650	192,893	197,969	203,045	208,127	213,195	133.18
660	195,284	200,424	205,562	210,702	215,838	134.83
670	197,674	202,878	208,081	213,284	218,485	136.48

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Salary scales effective 31 May 2027						
Job Size	Step 1	Step 2	Step 3	Step 4	Step 5	Casual Hourly Rate (Including loading)
680	200,069	205,333	210,602	215,860	221,127	138.13
690	202,460	207,785	213,113	218,442	223,770	139.78
700	204,845	210,237	215,629	221,022	226,408	141.43
710	207,238	212,694	218,140	223,597	229,050	143.08
720	209,630	215,148	220,657	226,177	231,691	144.73
730	212,041	217,618	223,189	228,769	234,351	146.39
740	214,480	220,120	225,756	231,399	237,046	148.07
750	216,946	222,652	228,352	234,061	239,772	149.77
760	219,441	225,212	230,978	236,752	242,529	151.50
770	221,965	227,802	233,634	239,475	245,318	153.24
780	224,517	230,422	236,321	242,229	248,139	155.00
790	227,099	233,072	239,039	245,015	250,993	156.78
800	229,711	235,752	241,787	247,832	253,879	158.59

	Research Salary Scales effective 31 May 2027						
	Job Size	Step 1	Step 2	Step 3	Step 4	Step 5	Casual Hourly Rate (Including loading)
RO1	240	94,868	97,366	99,860	102,360	104,857	62.98
RO2	290	106,824	109,634	112,447	115,257	118,069	70.92
RF1	380	128,342	131,714	135,095	138,476	141,849	85.20
RF2	460	147,470	151,348	155,227	159,108	162,991	97.90
SRF1	540	166,594	170,977	175,363	179,750	184,130	110.60
SRF2	630	188,115	193,061	198,014	202,964	207,916	124.88
PRF1	720	209,630	215,148	220,657	226,177	231,691	139.16

	Project Salary Scales effective 31 May 2027						
	Job Size	Step 1	Step 2	Step 3	Step 4	Step 5	Casual Hourly Rate (Including loading)
PO	260	99,648	102,271	104,895	107,519	110,138	68.80
SPO	300	109,211	112,089	114,962	117,836	120,712	75.40
PD1	340	118,777	121,901	125,028	128,154	131,284	82.00
PD2	400	133,124	136,626	140,129	143,634	147,135	91.91
SPD	480	152,248	156,256	160,260	164,267	168,272	105.11

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Salary scales effective 31 May 2028						
Job Size	Step 1	Step 2	Step 3	Step 4	Step 5	Casual Hourly Rate (Including loading)
100						$44.08
110						$45.80
120						$47.52
130						$49.24
140						$50.95
150	76,286	78,290	80,299	82,309	84,314	$52.67
160	78,769	80,845	82,918	84,992	87,063	$54.39
170	81,257	83,397	85,537	87,674	89,807	$56.10
180	83,745	85,949	88,149	90,360	92,561	$57.82
190	86,230	88,501	90,768	93,039	95,311	$59.53
200	88,717	91,054	93,385	95,724	98,060	$61.25
210	91,205	93,603	96,000	98,403	100,800	$62.97
220	93,689	96,157	98,624	101,084	103,556	$64.69
230	96,175	98,711	101,238	103,772	106,301	$66.40
240	98,663	101,260	103,855	106,454	109,051	$68.12
250	101,148	103,813	106,470	109,136	111,797	$69.83
260	103,633	106,362	109,091	111,819	114,543	$71.55
270	106,122	108,918	111,712	114,503	117,294	$73.27
280	108,613	111,464	114,322	117,185	120,040	$74.98
290	111,097	114,019	116,945	119,868	122,791	$76.70
300	113,579	116,572	119,561	122,549	125,541	$78.42
310	116,071	119,124	122,179	125,231	128,286	$80.14
320	118,554	121,677	124,791	127,915	131,034	$81.85
330	121,040	124,230	127,415	130,603	133,780	$83.57
340	123,528	126,777	130,029	133,280	136,535	$85.29
350	126,017	129,330	132,644	135,963	139,282	$87.00
360	128,501	131,883	135,262	138,641	142,027	$88.72
370	130,989	134,433	137,880	141,329	144,776	$90.43
380	133,475	136,983	140,499	144,015	147,523	$92.15
390	135,962	139,538	143,118	146,691	150,271	$93.87
400	138,449	142,091	145,734	149,379	153,021	$95.59
410	140,931	144,643	148,353	152,059	155,770	$97.30
420	143,417	147,193	150,961	154,742	158,516	$99.01
430	145,908	149,749	153,584	157,426	161,263	$100.73
440	148,394	152,298	156,205	160,110	164,015	$102.45
450	150,880	154,849	158,819	162,790	166,762	$104.17
460	153,369	157,402	161,437	165,472	169,511	$105.89
470	155,853	159,954	164,053	168,158	172,258	$107.60
480	158,338	162,506	166,671	170,837	175,003	$109.32

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Salary scales effective 31 May 2028						
Job Size	Step 1	Step 2	Step 3	Step 4	Step 5	Casual Hourly Rate (Including loading)
490	160,830	165,055	169,287	173,521	177,753	$111.03
500	163,314	167,610	171,906	176,206	180,502	$112.75
510	165,796	170,162	174,525	178,888	183,250	$114.47
520	168,287	172,714	177,138	181,569	185,997	$116.18
530	170,769	175,266	179,760	184,254	188,751	$117.90
540	173,257	177,816	182,378	186,940	191,495	$119.62
550	175,743	180,370	184,994	189,618	194,246	$121.34
560	178,230	182,922	187,609	192,302	196,993	$123.05
570	180,721	185,474	190,229	194,984	199,740	$124.77
580	183,204	188,024	192,847	197,667	202,489	$126.49
590	185,690	190,580	195,464	200,349	205,238	$128.20
600	188,178	193,126	198,078	203,032	207,979	$129.92
610	190,663	195,683	200,702	205,714	210,732	$131.64
620	193,147	198,235	203,311	208,399	213,481	$133.35
630	195,639	200,783	205,935	211,083	216,232	$135.07
640	198,120	203,337	208,549	213,762	218,981	$136.79
650	200,609	205,888	211,167	216,452	221,723	$138.50
660	203,096	208,441	213,784	219,130	224,472	$140.22
670	205,581	210,994	216,404	221,815	227,224	$141.94
680	208,072	213,546	219,026	224,494	229,972	$143.66
690	210,558	216,096	221,637	227,180	232,721	$145.37
700	213,038	218,647	224,254	229,863	235,464	$147.09
710	215,528	221,202	226,866	232,541	238,212	$148.80
720	218,016	223,754	229,484	235,224	240,958	$150.52
730	220,523	226,323	232,116	237,919	243,725	$152.24
740	223,059	228,925	234,786	240,655	246,527	$153.99
750	225,624	231,558	237,486	243,423	249,363	$155.77
760	228,219	234,221	240,217	246,222	252,230	$157.56
770	230,843	236,914	242,979	249,054	255,131	$159.37
780	233,498	239,639	245,774	251,918	258,065	$161.20
790	236,183	242,395	248,600	254,815	261,033	$163.05
800	238,899	245,182	251,459	257,745	264,034	$164.93

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	Research Salary Scales effective 31 May 2028						
	Job Size	Step 1	Step 2	Step 3	Step 4	Step 5	Casual Hourly Rate (Including loading)
RO1	240	98,663	101,260	103,855	106,454	109,051	68.12
RO2	290	111,097	114,019	116,945	119,868	122,791	76.70
RF1	380	133,475	136,983	140,499	144,015	147,523	92.15
RF2	460	153,369	157,402	161,437	165,472	169,511	105.89
SRF1	540	173,257	177,816	182,378	186,940	191,495	119.62
SRF2	630	195,639	200,783	205,935	211,083	216,232	135.07
PRF1	720	218,016	223,754	229,484	235,224	240,958	150.52

	Project Salary Scales effective 31 May 2028						
	Job Size	Step 1	Step 2	Step 3	Step 4	Step 5	Casual Hourly Rate (Including loading)
PO	260	103,633	106,362	109,091	111,819	114,543	71.55
SPO	300	113,579	116,572	119,561	122,549	125,541	78.42
PD1	340	123,528	126,777	130,029	133,280	136,535	85.29
PD2	400	138,449	142,091	145,734	149,379	153,021	95.59
SPD	480	158,338	162,506	166,671	170,837	175,003	109.32

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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 3 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 3 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 The casual conversion provision in the Fair Work Act applies.

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.

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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 a 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 3 hours' work, whichever is 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 3 hours' work, whichever is 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 25%. The loading is provided in lieu of paid annual, personal and compassionate 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 at 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 (e.g. per item marked) or time spent (e.g. 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%

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Schedule 3: Allowances and Loadings

1. The Meal Allowance referred to in clause 16.12, per occasion, is as follows:

1 July 2026	31 May 2027	31 May 2028
33.90	35.25	36.66

2. The "On - Call" Security Allowance referred to in clause 16.13, per 14 days, is as follows:

1 July 2026	31 May 2027	31 May 2028
294.48	306.26	318.51

3. The IT "On - Call" Allowance referred to in clause 16.14, per rostered day, is as follows:

1 July 2026	31 May 2027	31 May 2028
150.00	156.00	162.24

4. The Travel Reimbursement referred to in clause 16.17 is as follows:

91 cents per kilometre from commencement of this Agreement, adjusted each subsequent year to be in line with the Australian Taxation Office rate

5. The First Aid and Mental Health First Aid Allowance referred to in clause 16.15, per fortnight, is as follows:

1 July 2026	31 May 2027	31 May 2028
33.97	35.32	36.74

6. The Chief Warden Allowance referred to in clause 16.16, per fortnight, is as follows:

1 July 2026	31 May 2027	31 May 2028
33.97	35.32	36.74

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Schedule 4: Cost of Living Payment

1. Employees covered by this Agreement who were employed on 30 June 2026 and remain employed on the date this Agreement is approved by the Fair Work Commission are entitled to a one-off Cost of Living Payment. Casual Employees are not eligible for the Cost of Living Payment.

2. The Cost of Living Payment will be:
    a) $1,100 for full-time employees; and
    b) pro rata for fractional Employees based on their time fraction on the date of Fair Work Commission approval.

3. The Cost of Living Payment will be paid within two payroll cycles following approval of this Agreement by the Fair Work Commission.

4. The Cost of Living Payment is a one-off payment and does not form part of an Employee's base salary for any purpose.

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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:

Lisa Rodgers, PSM
Chief Executive Officer

Signed by:
Lisa Rodgers
0F02D0C6BBB74BD...
(signature)

Date: 26 October 2026 | 1:33 PM AEDT

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

Jiselle Hanna
Victorian Branch Secretary

Signed by:
Jiselle Hanna
9208CC6EED2947F...
(signature)

Date: 26 October 2026 | 6:02 PM AEDT

19 Prospect Hill Road
(Private Bag 55)
Camberwell VIC 3124
Australia
+61 3 9277 5555

26 October 2026

Associate to Commissioner Tran
Fair Work Commission
Level 4, 11 Exhibition STreet
Melbourne 3000

AG2026/2872 - Application by The Australian Council For Educational Research Limited

Dear [redacted],

In relation to the ACER Enterprise Agreement 2026 – 2028, ACER please note the following signed undertakings:

Additional paid annual leave for shiftworkers
For the purposes of the additional week of paid annual leave provided for in the NES, a "shiftworker" is an employee who is regularly rostered to work on Sundays and public holidays in a business in which shifts are continuously rostered 24 a day, 7 days a week."

Fractional Employee Hours
Any additional hours worked by a fractional employee outside their regular nominated days under clause 15.1(e), or their agreed hours under clause 15.1(b), will be by agreement and in accordance with clause 15.1(c) of the Agreement.

Minimum engagement period
No fractional employee will be engaged for less than 3 hours per day.

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:
Chief People and Transformation Officer



…… (signature)
Date: 26 October 2026