



# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**Australian Council for Educational Research Limited**  
(AG2023/2718)

## **AUSTRALIAN COUNCIL FOR EDUCATIONAL RESEARCH LIMITED ENTERPRISE AGREEMENT 2023 - 2025**

Educational services

DEPUTY PRESIDENT MASSON

MELBOURNE, 1 SEPTEMBER 2023

*Application for approval of the Australian Council for Educational Research Limited  
Enterprise Agreement 2023 – 2025.*

[1] An application has been made for approval of an enterprise agreement known as the *Australian Council for Educational Research Limited Enterprise Agreement 2023 - 2025* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Australian Council for Educational Research Limited. The Agreement is a single enterprise agreement.

[2] The *Fair Work Legislation Amendment (Secure Jobs, Better Pay) Act 2022* (Cth) (Amending Act) made a number of changes to enterprise agreement approval processes in Part 2-4 of the Fair Work Act, that commenced operation on 6 June 2023.

[3] Under transitional arrangements, amendments made by Part 14 of Schedule 1 to the Amending Act in relation to *genuine agreement* requirements for agreement approval applications apply where the *notification time* for the agreement was on or after 6 June 2023. The *genuine agreement* provisions in Part 2-4 of the Fair Work Act, as it was just before 6 June 2023, continue to apply in relation to agreement approval applications where the *notification time* for the agreement was before 6 June 2023. Question 18 of the Form F17A provides that the *notification time* for the Agreement was 21 November 2022.

[4] Under transitional arrangements, amendments made by Part 16 of Schedule 1 to the Amending Act in relation to the *better off overall test* requirements for agreement approval applications apply where the agreement was *made* on or after 6 June 2023. The *better off overall test* provisions in Part 2-4 of the Fair Work Act, as it was just before 6 June 2023, continue to apply in relation to agreement approval applications where the agreement was *made* before 6 June 2023. Question 26.2 of the Form F17A provides that the Agreement was *made* on 2 August 2023.

[5] Correspondence was sent to the Employer by my Chambers on 18 August 2023 raising a number of concerns including that clause 16.9 of the Agreement provides that overtime is only paid to employees who occupy positions with a job size of up to and including 400 points. The Employer responded on 1 September 2023 providing modelling showing that when employees who occupy positions with a job size over 400 points work overtime, that based on the reasonably foreseeable patterns of work of 2 hours overtime per week, they will be better off overall under the Agreement. I am consequently satisfied that the rates of pay for employees who occupy positions with a job size above 400 points are high enough to compensate for the inclusion of overtime in their salaries.

[6] It follows from the above that I am satisfied that per s. 193A(6A) of the Act, that based on the reasonably foreseeable hours of work employees who occupy positions with a job size of over 400 points will be better off overall. I am also satisfied that employees who occupy positions with a job size of up to and including 400 points will be better off overall.

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

[8] I note that clause 22.1 may be inconsistent with the National Employment Standards. Given the National Employment Standards precedence clause at clause 6 of the Agreement, I am satisfied that the more beneficial entitlements of the NES will prevail.

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

[10] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 8 September 2023. The nominal expiry date of the Agreement is 31 December 2025.



DEPUTY PRESIDENT

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# ACER Enterprise Agreement 2023 – 2025

*Fair Work Commission Agreement Number: tba*

Australian Council *for* Educational Research



|   |           |
|---|-----------|
| <b>Part A: Agreement formalities</b>                                  | <b>3</b>  |
| 1 Title   | 3         |
| 2 Operation of Agreement  | 3         |
| 3 Definitions   | 3         |
| 4 Application   | 4         |
| 5 Access to Agreement   | 4         |
| 6 Entire Agreement  | 4         |
| 7 Savings provision and relationship with other awards and agreements | 4         |
| 8 Individual flexibility agreement                                    | 4         |
| 9 No extra claims   | 5         |
| 10 Disputes and grievances  | 5         |
| 11 Implementation of change   | 7         |
| 12 ACER Advisory and Consultative Committee (AACC)                    | 8         |
| 13 ACER employee policy   | 9         |
| <b>Part B: Employment</b>   | <b>9</b>  |
| 14 Employee appointments  | 9         |
| 15 Hours of duty and workloads  | 11        |
| 16 Remuneration and allowances  | 12        |
| 17 Professional development   | 17        |
| <b>Part C: Other conditions of service</b>                            | <b>18</b> |
| 18 Superannuation   | 18        |
| 19 Leave  | 19        |
| 20 Performance improvement and unsatisfactory performance             | 27        |
| 21 Misconduct   | 30        |
| 22 Termination of employment  | 31        |
| 23 Accident compensation  | 33        |
| 24 Facilities for authorised CPSU representatives                     | 34        |
| <b>Schedule 1: Salary scales</b>                                      | <b>35</b> |
| <b>Schedule 2: Casual employees</b>                                   | <b>44</b> |
| <b>Schedule 3: Allowances and loadings</b>                            | <b>46</b> |

## Part A: Agreement formalities

### 1 Title

The title of this Agreement is the: **Australian Council for Educational Research Limited Enterprise Agreement 2023 – 2025.**

### 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 2025. Negotiations for the next Enterprise Agreement shall commence no later than 1 September 2025.

### 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 2023 – 2025.

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

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

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

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

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

"FWC" means Fair Work Commission.

“Immediate family” means:

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

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

“PIP” means Performance Improvement Plan.

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

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

“Union” means the Community and Public Sector Union (CPSU).



## **4 Application**

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

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

## **5 Access to Agreement**

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

## **6 Entire Agreement**

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

This Agreement will be read and interpreted in conjunction with the 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 the ACER and the employee in relation to one or more of the matters mentioned in paragraph (a); and
- (c) the arrangement is genuinely agreed to by ACER and the employee.

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

- (a) are about permitted matters under [section 172](#) of the *Fair Work Act 2009*; and
- (b) are not unlawful terms under [section 194](#) of the *Fair Work Act 2009*; and

- (c) result in the employee being better off overall than the employee would be if no arrangement was made.

ACER must ensure that the individual flexibility arrangement:

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

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

ACER or the employee may terminate the individual flexibility arrangement:

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

## **9 No extra claims**

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

## **10 Disputes and grievances**

**10.1** If a dispute relates to:

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

this clause sets out procedures to settle the dispute.

**10.2** This clause does not set out procedures to address the following matters:

- (a) 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, Human Resources 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.

- 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.

## **11 Implementation of change**

- 11.1** Where ACER has formulated a proposal to introduce a major change likely to have a significant effect on ACER's employees, such as to production, program, organisation, structure, work practices or technology in relation to its enterprise, OR where ACER proposes to change the rosters or hours of work of its employees, ACER must notify the relevant employees and ACER CPSU Branch section committee of the proposal to introduce the major change as soon as practicable.
- 11.2** The relevant employee(s) may appoint a representative for the purposes of the procedures in this clause. If the relevant employee(s) appoints, a representative for the purposes of consultation and the employee(s) advise 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

## ACER Enterprise Agreement 2023 - 2025

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.

- 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:

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

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

## 12 ACER Advisory and Consultative Committee (AACC)

The 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.

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 Head of Division who will ensure that the matter has been considered by the [ACER Advisory and Consultative Committee \(AACC\)](#). The AACC will consult with employees regarding the matter under consideration. If 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 (g) is warranted by the specified circumstances. Employment contracts will state which of the below types of employment the employee is appointed under.

- a) Ongoing Appointments 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 service fraction employed.
- c) Fixed Term Contracts means employment that has a specified end date and can be made on a full time or part time basis in accordance with clause 14.2.
- d) Seasonal Appointments are a form of employment whereby the workload only occurs during certain times of the year. These appointments can be on an ongoing or fixed term basis, and can be part time or full time. Employees will be placed on leave without pay during 'down periods' and will not accrue leave entitlements or be paid superannuation during this time.
- e) Casual Appointments mean occasional, ad hoc or incidental employment. A casual employee is engaged by the hour to meet short term business needs, on the basis that each engagement is a separate and distinct period of service.

#### 14.2 Fixed Term Contracts

- a) Fixed term contracts will only be used in the instances where work activities fall within the description of one or more of the following circumstances:
- b) **"Graduate Contract"** of up to two years for the purposes of participating in a graduate rotation scheme. Positions are only open to candidates who are no more than two years past graduating from university at date of commencement; or

- c) A **“Test Developer Initial Term Contract”** of two years where the position is for an initial appointment as a test developer at Research Officer, Research Fellow or Senior Research Fellow level. Where a subsequent contract is to be offered, the appointment will be made under clause 14.1 (a); or
- d) A **“Limited Term”** of up to two years where the project work is supported by contingent funding as in work in a new area, a pilot or trial project, and it is not known if it will be required on an ongoing basis. Where a subsequent contract is to be offered, the appointment will be made under clause 14.1 (a); or
- e) A **“Fixed Term Project”** of up to two years where the work is for a specified project where it is known at the time of offer that the work will not be required beyond the term of the contract; or
- f) A **“Leave Replacement”** where an employee is appointed to specifically replace an existing employee who are on paid or unpaid leave, including, but not limited to: parental leave, annual leave, personal leave, long service leave; or takes a temporary reduction in time fraction; or is temporarily reassigned to undertake another position; or
- g) A **“Recruitment Vacancy Limited Term”** of less than one year where an existing position is vacated and ACER needs to fill the vacancy pending recruitment of an ongoing employee.

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 Director Human Resources 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.



## 15 Hours of duty and workloads

### 15.1 Hours of duty

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

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

The ordinary hours of attendance for full time employees are 8:40 am to 5:00 pm Monday to Friday with one hour unpaid time taken for lunch between 12:00 pm and 2:00 pm, although work requirements or the circumstances of employees may give rise to a different spread of hours being agreed between the employee and their manager. Any agreement to vary the spread of ordinary hours of attendance for full time employees in clause 15.1 will be made in accordance with clause 8 (“Individual flexibility agreement”) of this Agreement. Employees will not be required to work in excess of 5 hours before being granted an unpaid meal break.

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

### 15.2 Workload

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

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

### **15.3 Unsociable work hours for meeting attendance**

ACER recognises that due to the nature of our work, employees may be required to attend meetings during unsociable hours between 12 midnight and 6:00 am. Where meetings are held during these hours, and with the prior approval from the relevant manager, employees are entitled to take any such hours of meeting attendance at the equivalent of time and a half.

This entitlement must be taken on either the work day preceding or following such meeting attendance and where required, as discussed with the relevant manager.

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 discussed with the relevant manager.

In the event that unsociable hours for meeting attendance are held on a weekend or public holiday, the following provisions apply:

- a) Employees with a job size of up to and including 400 points are entitled to time in accordance with clause 16.9 of this Agreement.
- b) Employees with a job size over 400 points are entitled to time in accordance with this clause.

### **15.4 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
- c) attend the office for any work-related activity as requested by their manager and making suitable arrangements with their 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.

## **16 Remuneration and allowances**

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

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

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

Job size is determined by the CEO having regard to the principles in [Schedule 1](#). The CEO's

decision is to be made following advice from the Position Evaluation Committee (PEC).

### **16.3 Position Evaluation Committee**

The Position Evaluation Committee (PEC) comprises:

- (a) 3 members representing employees, one of whom shall be an employee from the ACER CPSU Branch section committee; and
- (b) three members appointed by the CEO, one of whom shall chair the PEC.

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

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

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

### **16.5 Incremental progression**

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

The date of annual increment for employees is the anniversary of their date of commencement with ACER, except for employees who are advanced. In this case the increment should occur on the anniversary of their advancement date. The date of incremental progression for employees who were converted from casual to ongoing or fixed term will be on the date of conversion.

### **16.6 Employee advancement**

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

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

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

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

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

The proposed position may be a previously established position and so, 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***

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

***Above job size 400***

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

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

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

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

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

Each proposal for advancement to Senior Research Fellow 1 & 2 and Principal Research Fellow is considered by an ad hoc committee comprising at least 3 members of Senior Management nominated by the CEO and who makes a recommendation to the CEO.

***Feedback when advancement not approved***

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

**16.7 Salary loading**

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

**16.8 Higher duties allowance**

ACER recognises the need to provide a Higher Duties Allowance for employees who are requested to perform the duties of certain key positions when the incumbents of those positions are absent from ACER for at least 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 the organisation's requirement for the performance of work at a higher level is for one year or more, then the CEO will offer a Notice of Variation to Contract at an appropriate salary level for the duration of the period of work at the higher level:

- (a) Where an employee performs the full duties of the higher office, they are paid an allowance equal to the difference between the relieving person's actual salary and the minimum salary of the higher position.
- (b) Where an employee performs a portion of the duties of a higher position, they are paid an allowance determined through an assessment, by the CEO, of the amount of additional responsibility accepted.
- (c) If the duties of the higher position are shared between two or more persons, the total allowance payable does not exceed the difference between the most senior reliever's salary and the minimum salary of the higher position.
- (d) Where an employee is offered a Higher Duties Allowance, the allowance is payable from the date they commenced performing the higher duties.
- (e) An employee shall not be penalised in any way for a refusal to perform higher duties.



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

## **16.9 Provisions for employees entitled to overtime**

### ***Entitlement to approved overtime***

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

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.

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.

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

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

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

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.

#### **16.11 Shiftworkers**

Any employee who is a 'shiftworker' (as defined under *Clerks Private Sector Awards 2010* or under the *Storage Services and Wholesale Award 2010* as the case may be) will be entitled to 5 weeks' annual leave in accordance with the National Employment Standards.

#### **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 First aid allowance**

An employee who possesses a current recognised first aid certificate and a continuing ability to undertake first aid responsibilities, and who has been appointed as a First Aid Officer, will be paid at the rate as set out in [Schedule 3](#) for the duration of the appointment. Such allowances are paid on a pro rata basis for part time employees appointed as First Aid Officers. The First Aid 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.

#### **16.15 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.

#### **16.16 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 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, Human Resources and the CEO.

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

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

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

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

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

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

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

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

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

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

#### **17.4 Informal counselling**

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

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

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

#### **18 Superannuation**

**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.

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

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

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

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

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. No restriction exists on the amount of accrued personal leave which can be taken at

any one time.

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

Leave in excess of 3 consecutive days must be supported by a registered health practitioner's certificate, statutory declaration or other satisfactory evidence. If an employee has taken 5 uncertificated leave days in a calendar year, the Director Human Resources in conjunction with the relevant line manager may require the employee to provide a certificate from a registered health practitioner for all subsequent occasions in that year.

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 resignation.

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

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

#### ***Compassionate leave***

An employee is entitled to 3 days of compassionate leave for each occasion (a permissible occasion) when a member of the employee's immediate family, a member of the employee's household, or other person approved by the Director Human Resources:

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

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

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

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

- (a) a single continuous 3-day period; or
- (b) 3 separate periods of one day each; or
- (c) any separate periods adding up to 3 days to which the employee and their employer agree.

If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the employee may take compassionate leave for that

occasion at any time while the illness or injury persists.

Leave in excess of 3 consecutive days must be supported by a registered health practitioner's certificate, statutory declaration or other satisfactory evidence.

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***

For casual employees, compassionate leave is unpaid leave.

**19.5 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.

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 19.5\(b\)](#).

- (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 Director Human Resources to cash out their long service leave due to financial hardship. In deciding to approve such a request, the Director Human Resources will consider the financial circumstances provided, the balance of other leave entitlements, previous leave patterns and the need for the employee to retain annual leave. The Director Human Resources will advise the line manager where such requests are approved, however, the details will remain confidential.

## **19.6 Pre-natal leave**

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

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

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

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

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

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

## **19.7 Parental leave**

Employees are entitled to parental leave in accordance with the [Fair Work Act](#)

2009. Parental leave includes primary carer leave, partner leave and adoption leave.

***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 18 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 3 weeks' paid partner leave on the birth or adoption of a child where they are the partner of the primary caregiver.

***c) Pregnancy loss less 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 after 20 weeks, including neo-natal death, the employee may access up to 10 weeks paid special leave to be taken directly after the loss of pregnancy or stillbirth.

***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.

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.

**19.8 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.

### **19.9 Community services leave**

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

- (a) the period consists of one or more of the following:
  - (iv) time when the employee engages in the activity;
  - (v) reasonable travelling time associated with the activity;
  - (vi) 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.

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*.

### **19.10 Leave without pay**

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

### **19.11 Purchased leave**

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

### **19.12 Religious, cultural and ceremonial leave**

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

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

### **19.13 Blood donation leave**

Employees who are absent for the purpose of donating blood during working hours may be granted paid leave for up to 2 hours per occasion, subject to a maximum of 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.

### **19.14 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.

### **19.15 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.

Full-time and fractional 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.

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.

Family and domestic violence leave is paid at an employee's ordinary pay.

In accordance with the *Fair Work Act 2009*, 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.

All personal information concerning domestic violence will be kept confidential in line with relevant legislation. No information will 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 domestic violence.

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

An employee experiencing family and domestic violence and who have used up their 10 days' entitlement for the year, will 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. This leave may be taken as consecutive or single days or as a fraction of a day.

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

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

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

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

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

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

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



treatment.

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

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

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

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

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

A judgement that an employee's performance is unsatisfactory can be made at any time during the year. Such a judgement will be made by the line manager after consultation with the line manager's manager and HR representative, and will take 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, the employer must:

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

When performance issues arise, the employee should be advised that there are 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.

**Procedural fairness**

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

***First stage – informal***

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

or delegate on the progress made in the informal performance improvement stage and the reasons for moving to the formal stage. The Director Human Resources 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 Director Human Resources or delegate to assist the parties with the process and/or mediation if required.
- (c) In this stage the employee should be clearly advised that, while the aim is to ensure improvement, if their performance or behaviour does not improve, dismissal for underperformance may be the ultimate result.
- (d) During the meeting, both parties should investigate the possible reasons for the poor performance. This includes asking the employee if there are any reasons outside of the workplace that may be contributing so that a more complete perspective of the situation is obtained.
- (e) At this meeting the line manager should:
  - (i) Inform the employee of their non-performance, referring to any relevant performance criteria in previous discussions/agreements, their position description, annual performance review, or contract, or specify the behavioural issues that are of concern that need rectifying.
  - (ii) Provide the employee with a minimum of one week to respond and invite input.
  - (iii) Mutually agree to an ACER Performance Improvement Plan (PIP) which should include an opportunity for the employee to improve through appropriate training, coaching, and/or support.
  - (iv) Set an appropriate timeframe for the required improvement. This is likely to be a minimum of one month. Factors such as the complexity of the job, the length of time the employee has been in the position, the experience of the employee and/or the agreed improvement plan need to be considered when determining an appropriate 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 Director Human Resources 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 Director Human Resources 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.

## 21 Misconduct

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

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

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

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

The employer may only suspend an employee if it is a fair and reasonable response given the circumstances. The employer may only suspend an employee with pay. The employee

must receive the full amount of pay (inclusive of any penalties and allowances) that would have been payable to the employee had the employee not been suspended. The suspension must be reviewed at reasonable intervals (at least every 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.

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

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

- (a) dismiss the allegation;
- (b) take no action;
- (c) provide opportunity for counselling and/or provide opportunity for advice regarding other rehabilitation;
- (d) reprimand the employee and place a record of the reprimand on the employee's 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 Director Human Resources and provide the following period of notice:



| <b>Employees period of continuous service with ACER</b> | <b>Period of notice</b> |
|---|-------------------------|
| 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.

## **22.2 Redundancy – Ongoing Employees**

Redundancy provisions apply only to employees appointed on, or transitioned to, Ongoing Appointments under Clause 14.1 (b) of this Agreement 7 days after the approval of this Agreement by Fair Work Commission.

### *Definition:*

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

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

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

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

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

### **Redundancy Pay – Ongoing Employees**

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

| <b>Redundancy Pay</b>                   |                       |
|---|-----------------------|
| Employee's period of continuous service | Redundancy pay period |
| At least 1 year but less than 2 years   | 4 weeks               |
| At least 2 year but less than 3 years   | 6 weeks               |
| At least 3 year but less than 4 years   | 7 weeks               |
| At least 4 year but less than 5 years   | 8 weeks               |
| At least 5 year but less than 6 years   | 10 weeks              |
| At least 6 year but less than 7 years   | 11 weeks              |
| At least 7 year but less than 8 years   | 13 weeks              |
| At least 8 year but less than 9 years   | 14 weeks              |
| At least 9 year but less than 10 years  | 16 weeks              |

|                             |  |
|-----------------------------|--|
| 10 or more years of service | 16 weeks plus 1 week per each full year of service over 10 years |
|-----------------------------|--|

Provided that the redundancy payments shall not exceed 32 weeks.

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

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

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

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

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

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

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

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

### **22.4 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 under the provisions of UniSuper;
- (b) the employee has been absent from work for a continuous period of 52 weeks or an aggregate period of 261 working days (including any public holiday 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 Facilities for authorised CPSU representatives**

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

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

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

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

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

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

## Schedule 1: Salary scales

### Salary scales

Salary scales will increase as follows:

- 1 October 2023, 3 per cent
- 1 April 2024, a further 3 per cent
- 1 April 2025, a further 2.5 per cent
- 31 December 2025, a further 2 per cent

The 31 December 2025 pay increase will be granted in anticipation of the following year (2026). Should a higher than 2% salary increase be negotiated for the year 2026, the 2% will form part of the total 2026 salary increase.

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

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

- job sizes will be set in increments of 10 points on the scale generated by insightpay's JOBScore;
- the salary scale for each job size will be centered on the ACER salary policy line at the level that corresponds with the job size;
- each scale will have a range set at  $\pm 5$  per cent from the mid-point defined by the salary policy line;
- each scale will have 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.

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

| <b>Salary scales effective 1 October 2023</b> |               |               |               |               |               |   |
|---|---------------|---------------|---------------|---------------|---------------|---|
| <b>Job Size</b>                               | <b>Step 1</b> | <b>Step 2</b> | <b>Step 3</b> | <b>Step 4</b> | <b>Step 5</b> | <b>Casual Hourly Rate<br/>(Including loading)</b> |
| 100   | 53,095        | 54,491        | 55,889        | 57,290        | 58,687        | \$39.09   |
| 110   | 55,164        | 56,617        | 58,064        | 59,518        | 60,971        | \$40.61   |
| 120   | 57,232        | 58,739        | 60,244        | 61,749        | 63,255        | \$42.14   |
| 130   | 59,298        | 60,859        | 62,420        | 63,977        | 65,540        | \$43.65   |
| 140   | 61,363        | 62,980        | 64,595        | 66,209        | 67,831        | \$45.18   |
| 150   | 63,435        | 65,101        | 66,772        | 68,444        | 70,110        | \$46.71   |
| 160   | 65,500        | 67,226        | 68,949        | 70,673        | 72,397        | \$48.22   |
| 170   | 67,568        | 69,348        | 71,127        | 72,904        | 74,678        | \$49.75   |
| 180   | 69,637        | 71,470        | 73,299        | 75,137        | 76,968        | \$51.26   |
| 190   | 71,703        | 73,592        | 75,477        | 77,365        | 79,255        | \$52.79   |
| 200   | 73,772        | 75,715        | 77,653        | 79,597        | 81,540        | \$54.30   |
| 210   | 75,841        | 77,834        | 79,828        | 81,825        | 83,819        | \$55.84   |
| 220   | 77,906        | 79,958        | 82,010        | 84,055        | 86,111        | \$57.36   |
| 230   | 79,973        | 82,082        | 84,183        | 86,290        | 88,394        | \$58.87   |
| 240   | 82,042        | 84,201        | 86,359        | 88,521        | 90,680        | \$60.41   |
| 250   | 84,108        | 86,324        | 88,534        | 90,750        | 92,964        | \$61.93   |
| 260   | 86,175        | 88,444        | 90,713        | 92,982        | 95,247        | \$63.46   |
| 270   | 88,244        | 90,569        | 92,893        | 95,213        | 97,534        | \$64.97   |
| 280   | 90,316        | 92,687        | 95,063        | 97,444        | 99,817        | \$66.49   |
| 290   | 92,381        | 94,812        | 97,244        | 99,674        | 102,106       | \$68.01   |
| 300   | 94,446        | 96,934        | 99,419        | 101,904       | 104,392       | \$69.55   |
| 310   | 96,517        | 99,056        | 101,597       | 104,135       | 106,674       | \$71.05   |
| 320   | 98,582        | 101,179       | 103,768       | 106,366       | 108,960       | \$72.59   |
| 330   | 100,650       | 103,302       | 105,950       | 108,601       | 111,243       | \$74.10   |
| 340   | 102,719       | 105,419       | 108,124       | 110,827       | 113,534       | \$75.62   |
| 350   | 104,787       | 107,542       | 110,299       | 113,059       | 115,818       | \$77.16   |
| 360   | 106,853       | 109,665       | 112,476       | 115,286       | 118,101       | \$78.67   |
| 370   | 108,923       | 111,787       | 114,652       | 117,521       | 120,386       | \$80.20   |
| 380   | 110,990       | 113,907       | 116,830       | 119,754       | 122,671       | \$81.72   |
| 390   | 113,058       | 116,032       | 119,008       | 121,979       | 124,957       | \$83.23   |
| 400   | 115,126       | 118,154       | 121,184       | 124,214       | 127,242       | \$84.76   |
| 410   | 117,189       | 120,276       | 123,361       | 126,443       | 129,529       | \$86.27   |
| 420   | 119,256       | 122,397       | 125,530       | 128,674       | 131,812       | \$87.81   |
| 430   | 121,328       | 124,522       | 127,711       | 130,906       | 134,097       | \$89.32   |
| 440   | 123,395       | 126,642       | 129,890       | 133,138       | 136,384       | \$90.86   |
| 450   | 125,462       | 128,762       | 132,064       | 135,366       | 138,669       | \$92.37   |
| 460   | 127,533       | 130,885       | 134,241       | 137,597       | 140,954       | \$93.89   |
| 470   | 129,598       | 133,007       | 136,416       | 139,830       | 143,239       | \$95.41   |
| 480   | 131,664       | 135,130       | 138,593       | 142,058       | 145,521       | \$96.93   |



ACER Enterprise Agreement 2023 - 2025

|            |         |         |         |         |         |          |
|------------|---------|---------|---------|---------|---------|----------|
| <b>490</b> | 133,736 | 137,250 | 140,769 | 144,290 | 147,809 | \$98.46  |
| <b>500</b> | 135,801 | 139,374 | 142,946 | 146,522 | 150,094 | \$99.98  |
| <b>510</b> | 137,866 | 141,496 | 145,124 | 148,753 | 152,379 | \$101.51 |
| <b>520</b> | 139,937 | 143,618 | 147,297 | 150,982 | 154,664 | \$103.03 |
| <b>530</b> | 142,001 | 145,741 | 149,478 | 153,215 | 156,953 | \$104.57 |
| <b>540</b> | 144,070 | 147,861 | 151,654 | 155,448 | 159,235 | \$106.07 |
| <b>550</b> | 146,137 | 149,984 | 153,829 | 157,674 | 161,523 | \$107.61 |
| <b>560</b> | 148,206 | 152,106 | 156,004 | 159,906 | 163,807 | \$109.12 |
| <b>570</b> | 150,276 | 154,228 | 158,182 | 162,136 | 166,092 | \$110.64 |
| <b>580</b> | 152,341 | 156,349 | 160,360 | 164,367 | 168,377 | \$112.17 |
| <b>590</b> | 154,408 | 158,475 | 162,536 | 166,597 | 170,663 | \$113.68 |
| <b>600</b> | 156,478 | 160,591 | 164,709 | 168,829 | 172,943 | \$115.21 |
| <b>610</b> | 158,544 | 162,717 | 166,891 | 171,058 | 175,232 | \$116.73 |
| <b>620</b> | 160,609 | 164,839 | 169,061 | 173,292 | 177,517 | \$118.25 |
| <b>630</b> | 162,681 | 166,959 | 171,243 | 175,523 | 179,805 | \$119.78 |
| <b>640</b> | 164,744 | 169,083 | 173,416 | 177,751 | 182,091 | \$121.29 |
| <b>650</b> | 166,814 | 171,204 | 175,593 | 179,988 | 184,371 | \$122.83 |
| <b>660</b> | 168,882 | 173,326 | 177,770 | 182,215 | 186,657 | \$124.32 |
| <b>670</b> | 170,948 | 175,449 | 179,948 | 184,447 | 188,945 | \$125.88 |
| <b>680</b> | 173,019 | 177,572 | 182,129 | 186,675 | 191,230 | \$127.39 |
| <b>690</b> | 175,087 | 179,692 | 184,300 | 188,908 | 193,516 | \$128.90 |
| <b>700</b> | 177,150 | 181,813 | 186,475 | 191,140 | 195,797 | \$130.43 |
| <b>710</b> | 179,219 | 183,937 | 188,648 | 193,367 | 198,082 | \$131.94 |
| <b>720</b> | 181,288 | 186,059 | 190,824 | 195,597 | 200,366 | \$133.48 |

**Research Salary Scales effective 1 October 2023**

|             | <b>Job Size</b> | <b>Step 1</b> | <b>Step 2</b> | <b>Step 3</b> | <b>Step 4</b> | <b>Step 5</b> | <b>Casual Hourly Rate<br/>(Including loading)</b> |
|-------------|-----------------|---------------|---------------|---------------|---------------|---------------|---|
| <b>RO1</b>  | <b>240</b>      | 82,042        | 84,201        | 86,359        | 88,521        | 90,680        | \$60.41   |
| <b>RO2</b>  | <b>290</b>      | 92,381        | 94,812        | 97,244        | 99,674        | 102,106       | \$68.01   |
| <b>RF1</b>  | <b>380</b>      | 110,990       | 113,907       | 116,830       | 119,754       | 122,671       | \$81.72   |
| <b>RF2</b>  | <b>460</b>      | 127,533       | 130,885       | 134,241       | 137,597       | 140,954       | \$93.89   |
| <b>SRF1</b> | <b>540</b>      | 144,070       | 147,861       | 151,654       | 155,448       | 159,235       | \$106.07  |
| <b>SRF2</b> | <b>630</b>      | 162,681       | 166,959       | 171,243       | 175,523       | 179,805       | \$119.78  |
| <b>PRF1</b> | <b>720</b>      | 181,288       | 186,059       | 190,824       | 195,597       | 200,366       | \$133.48  |

**Project Salary Scales effective 1 October 2023**

|            | <b>Job Size</b> | <b>Step 1</b> | <b>Step 2</b> | <b>Step 3</b> | <b>Step 4</b> | <b>Step 5</b> | <b>Casual Hourly Rate<br/>(Including loading)</b> |
|------------|-----------------|---------------|---------------|---------------|---------------|---------------|---|
| <b>PO</b>  | <b>260</b>      | 86,175        | 88,444        | 90,713        | 92,982        | 95,247        | \$63.46   |
| <b>SPO</b> | <b>300</b>      | 94,446        | 96,934        | 99,419        | 101,904       | 104,392       | \$69.55   |
| <b>PD1</b> | <b>340</b>      | 102,719       | 105,419       | 108,124       | 110,827       | 113,534       | \$75.62   |
| <b>PD2</b> | <b>400</b>      | 115,126       | 118,154       | 121,184       | 124,214       | 127,242       | \$84.76   |
| <b>SPD</b> | <b>480</b>      | 131,664       | 135,130       | 138,593       | 142,058       | 145,521       | \$96.93   |

ACER Enterprise Agreement 2023 - 2025

| <b>Salary scales effective 1 April 2024</b> |               |               |               |               |               |   |
|---|---------------|---------------|---------------|---------------|---------------|---|
| <b>Job Size</b>                             | <b>Step 1</b> | <b>Step 2</b> | <b>Step 3</b> | <b>Step 4</b> | <b>Step 5</b> | <b>Casual Hourly Rate<br/>(Including loading)</b> |
| <b>100</b>                                  | 54,688        | 56,126        | 57,565        | 59,008        | 60,448        | \$40.26   |
| <b>110</b>                                  | 56,819        | 58,316        | 59,806        | 61,303        | 62,800        | \$41.83   |
| <b>120</b>                                  | 58,949        | 60,501        | 62,051        | 63,601        | 65,153        | \$43.40   |
| <b>130</b>                                  | 61,077        | 62,684        | 64,293        | 65,897        | 67,506        | \$44.96   |
| <b>140</b>                                  | 63,204        | 64,870        | 66,533        | 68,196        | 69,866        | \$46.53   |
| <b>150</b>                                  | 65,338        | 67,054        | 68,775        | 70,497        | 72,213        | \$48.11   |
| <b>160</b>                                  | 67,465        | 69,243        | 71,018        | 72,794        | 74,569        | \$49.67   |
| <b>170</b>                                  | 69,595        | 71,428        | 73,260        | 75,092        | 76,918        | \$51.24   |
| <b>180</b>                                  | 71,726        | 73,614        | 75,498        | 77,392        | 79,277        | \$52.80   |
| <b>190</b>                                  | 73,855        | 75,800        | 77,742        | 79,686        | 81,633        | \$54.37   |
| <b>200</b>                                  | 75,985        | 77,987        | 79,982        | 81,985        | 83,986        | \$55.93   |
| <b>210</b>                                  | 78,116        | 80,169        | 82,223        | 84,280        | 86,334        | \$57.51   |
| <b>220</b>                                  | 80,243        | 82,357        | 84,470        | 86,577        | 88,694        | \$59.08   |
| <b>230</b>                                  | 82,373        | 84,544        | 86,708        | 88,879        | 91,045        | \$60.64   |
| <b>240</b>                                  | 84,503        | 86,728        | 88,950        | 91,177        | 93,401        | \$62.22   |
| <b>250</b>                                  | 86,631        | 88,914        | 91,190        | 93,473        | 95,753        | \$63.79   |
| <b>260</b>                                  | 88,760        | 91,097        | 93,435        | 95,772        | 98,105        | \$65.36   |
| <b>270</b>                                  | 90,892        | 93,286        | 95,679        | 98,070        | 100,460       | \$66.92   |
| <b>280</b>                                  | 93,025        | 95,467        | 97,915        | 100,368       | 102,812       | \$68.48   |
| <b>290</b>                                  | 95,152        | 97,656        | 100,162       | 102,664       | 105,169       | \$70.05   |
| <b>300</b>                                  | 97,279        | 99,842        | 102,401       | 104,961       | 107,523       | \$71.63   |
| <b>310</b>                                  | 99,413        | 102,028       | 104,645       | 107,259       | 109,874       | \$73.18   |
| <b>320</b>                                  | 101,540       | 104,214       | 106,881       | 109,557       | 112,228       | \$74.77   |
| <b>330</b>                                  | 103,669       | 106,401       | 109,128       | 111,859       | 114,580       | \$76.32   |
| <b>340</b>                                  | 105,800       | 108,582       | 111,368       | 114,152       | 116,940       | \$77.89   |
| <b>350</b>                                  | 107,931       | 110,769       | 113,608       | 116,451       | 119,293       | \$79.47   |
| <b>360</b>                                  | 110,059       | 112,955       | 115,850       | 118,744       | 121,644       | \$81.03   |
| <b>370</b>                                  | 112,190       | 115,141       | 118,092       | 121,047       | 123,998       | \$82.60   |
| <b>380</b>                                  | 114,319       | 117,324       | 120,335       | 123,347       | 126,351       | \$84.17   |
| <b>390</b>                                  | 116,450       | 119,513       | 122,579       | 125,638       | 128,705       | \$85.73   |
| <b>400</b>                                  | 118,580       | 121,699       | 124,819       | 127,940       | 131,059       | \$87.30   |
| <b>410</b>                                  | 120,705       | 123,884       | 127,062       | 130,236       | 133,415       | \$88.86   |
| <b>420</b>                                  | 122,834       | 126,069       | 129,296       | 132,534       | 135,767       | \$90.44   |
| <b>430</b>                                  | 124,968       | 128,258       | 131,542       | 134,833       | 138,120       | \$92.00   |
| <b>440</b>                                  | 127,097       | 130,441       | 133,787       | 137,132       | 140,476       | \$93.58   |
| <b>450</b>                                  | 129,226       | 132,625       | 136,025       | 139,427       | 142,829       | \$95.14   |
| <b>460</b>                                  | 131,359       | 134,812       | 138,268       | 141,725       | 145,183       | \$96.71   |
| <b>470</b>                                  | 133,486       | 136,997       | 140,509       | 144,025       | 147,536       | \$98.27   |
| <b>480</b>                                  | 135,614       | 139,184       | 142,750       | 146,319       | 149,887       | \$99.84   |
| <b>490</b>                                  | 137,748       | 141,367       | 144,992       | 148,618       | 152,243       | \$101.41  |
| <b>500</b>                                  | 139,875       | 143,556       | 147,235       | 150,917       | 154,596       | \$102.98  |

**ACER Enterprise Agreement 2023 - 2025**

|            |         |         |         |         |         |          |
|------------|---------|---------|---------|---------|---------|----------|
| <b>510</b> | 142,001 | 145,741 | 149,478 | 153,215 | 156,951 | \$104.55 |
| <b>520</b> | 144,135 | 147,927 | 151,716 | 155,511 | 159,304 | \$106.12 |
| <b>530</b> | 146,261 | 150,113 | 153,962 | 157,811 | 161,662 | \$107.70 |
| <b>540</b> | 148,392 | 152,296 | 156,204 | 160,111 | 164,012 | \$109.25 |
| <b>550</b> | 150,522 | 154,484 | 158,444 | 162,405 | 166,368 | \$110.84 |
| <b>560</b> | 152,652 | 156,669 | 160,684 | 164,704 | 168,721 | \$112.39 |
| <b>570</b> | 154,784 | 158,855 | 162,928 | 167,001 | 171,074 | \$113.96 |
| <b>580</b> | 156,911 | 161,039 | 165,170 | 169,298 | 173,429 | \$115.53 |
| <b>590</b> | 159,041 | 163,229 | 167,412 | 171,595 | 175,783 | \$117.09 |
| <b>600</b> | 161,172 | 165,409 | 169,651 | 173,894 | 178,131 | \$118.66 |
| <b>610</b> | 163,300 | 167,599 | 171,898 | 176,190 | 180,489 | \$120.23 |
| <b>620</b> | 165,427 | 169,784 | 174,133 | 178,491 | 182,843 | \$121.80 |
| <b>630</b> | 167,562 | 171,968 | 176,380 | 180,789 | 185,199 | \$123.37 |
| <b>640</b> | 169,687 | 174,155 | 178,618 | 183,084 | 187,553 | \$124.93 |
| <b>650</b> | 171,818 | 176,340 | 180,861 | 185,388 | 189,902 | \$126.51 |
| <b>660</b> | 173,948 | 178,526 | 183,103 | 187,682 | 192,256 | \$128.05 |
| <b>670</b> | 176,077 | 180,713 | 185,347 | 189,981 | 194,614 | \$129.65 |
| <b>680</b> | 178,210 | 182,899 | 187,593 | 192,275 | 196,967 | \$131.21 |
| <b>690</b> | 180,339 | 185,082 | 189,829 | 194,575 | 199,322 | \$132.77 |
| <b>700</b> | 182,464 | 187,267 | 192,070 | 196,874 | 201,671 | \$134.34 |
| <b>710</b> | 184,596 | 189,456 | 194,307 | 199,168 | 204,025 | \$135.90 |
| <b>720</b> | 186,727 | 191,641 | 196,549 | 201,465 | 206,377 | \$137.48 |

**Research Salary Scales effective 1 April 2024**

|             | <b>Job Size</b> | <b>Step 1</b> | <b>Step 2</b> | <b>Step 3</b> | <b>Step 4</b> | <b>Step 5</b> | <b>Casual Hourly Rate<br/>(Including loading)</b> |
|-------------|-----------------|---------------|---------------|---------------|---------------|---------------|---|
| <b>RO1</b>  | <b>240</b>      | 84,503        | 86,728        | 88,950        | 91,177        | 93,401        | \$62.22   |
| <b>RO2</b>  | <b>290</b>      | 95,152        | 97,656        | 100,162       | 102,664       | 105,169       | \$70.05   |
| <b>RF1</b>  | <b>380</b>      | 114,319       | 117,324       | 120,335       | 123,347       | 126,351       | \$84.17   |
| <b>RF2</b>  | <b>460</b>      | 131,359       | 134,812       | 138,268       | 141,725       | 145,183       | \$96.71   |
| <b>SRF1</b> | <b>540</b>      | 148,392       | 152,296       | 156,204       | 160,111       | 164,012       | \$109.25  |
| <b>SRF2</b> | <b>630</b>      | 167,562       | 171,968       | 176,380       | 180,789       | 185,199       | \$123.37  |
| <b>PRF1</b> | <b>720</b>      | 186,727       | 191,641       | 196,549       | 201,465       | 206,377       | \$137.48  |

**Project Salary Scales effective 1 April 2024**

|            | <b>Job Size</b> | <b>Step 1</b> | <b>Step 2</b> | <b>Step 3</b> | <b>Step 4</b> | <b>Step 5</b> | <b>Casual Hourly Rate<br/>(Including loading)</b> |
|------------|-----------------|---------------|---------------|---------------|---------------|---------------|---|
| <b>PO</b>  | <b>260</b>      | 88,760        | 91,097        | 93,435        | 95,772        | 98,105        | \$65.36   |
| <b>SPO</b> | <b>300</b>      | 97,279        | 99,842        | 102,401       | 104,961       | 107,523       | \$71.63   |
| <b>PD1</b> | <b>340</b>      | 105,800       | 108,582       | 111,368       | 114,152       | 116,940       | \$77.89   |
| <b>PD2</b> | <b>400</b>      | 118,580       | 121,699       | 124,819       | 127,940       | 131,059       | \$87.30   |
| <b>SPD</b> | <b>480</b>      | 135,614       | 139,184       | 142,750       | 146,319       | 149,887       | \$99.84   |

## ACER Enterprise Agreement 2023 - 2025

| Salary scales effective 1 April 2025 |         |         |         |         |         |   |
|--------------------------------------|---------|---------|---------|---------|---------|---|
| Job Size                             | Step 1  | Step 2  | Step 3  | Step 4  | Step 5  | Casual Hourly Rate<br>(Including loading) |
| 100                                  | 56,056  | 57,529  | 59,005  | 60,484  | 61,959  | \$41.27                                   |
| 110                                  | 58,239  | 59,773  | 61,301  | 62,836  | 64,370  | \$42.88                                   |
| 120                                  | 60,423  | 62,014  | 63,602  | 65,191  | 66,782  | \$44.49                                   |
| 130                                  | 62,604  | 64,251  | 65,900  | 67,544  | 69,194  | \$46.08                                   |
| 140                                  | 64,784  | 66,492  | 68,197  | 69,901  | 71,612  | \$47.69                                   |
| 150                                  | 66,971  | 68,731  | 70,494  | 72,259  | 74,019  | \$49.31                                   |
| 160                                  | 69,151  | 70,974  | 72,793  | 74,613  | 76,433  | \$50.91                                   |
| 170                                  | 71,335  | 73,214  | 75,092  | 76,969  | 78,841  | \$52.52                                   |
| 180                                  | 73,520  | 75,454  | 77,385  | 79,326  | 81,259  | \$54.12                                   |
| 190                                  | 75,701  | 77,695  | 79,685  | 81,678  | 83,674  | \$55.73                                   |
| 200                                  | 77,884  | 79,936  | 81,982  | 84,035  | 86,086  | \$57.33                                   |
| 210                                  | 80,069  | 82,173  | 84,279  | 86,387  | 88,492  | \$58.95                                   |
| 220                                  | 82,249  | 84,416  | 86,582  | 88,741  | 90,912  | \$60.56                                   |
| 230                                  | 84,432  | 86,658  | 88,876  | 91,101  | 93,322  | \$62.16                                   |
| 240                                  | 86,615  | 88,896  | 91,174  | 93,456  | 95,736  | \$63.78                                   |
| 250                                  | 88,797  | 91,137  | 93,469  | 95,810  | 98,146  | \$65.39                                   |
| 260                                  | 90,979  | 93,375  | 95,770  | 98,166  | 100,557 | \$67.00                                   |
| 270                                  | 93,164  | 95,618  | 98,071  | 100,521 | 102,971 | \$68.59                                   |
| 280                                  | 95,351  | 97,854  | 100,363 | 102,877 | 105,382 | \$70.19                                   |
| 290                                  | 97,531  | 100,097 | 102,666 | 105,231 | 107,798 | \$71.80                                   |
| 300                                  | 99,711  | 102,338 | 104,961 | 107,585 | 110,211 | \$73.42                                   |
| 310                                  | 101,898 | 104,579 | 107,261 | 109,941 | 112,621 | \$75.01                                   |
| 320                                  | 104,078 | 106,820 | 109,553 | 112,296 | 115,034 | \$76.64                                   |
| 330                                  | 106,261 | 109,061 | 111,857 | 114,656 | 117,445 | \$78.23                                   |
| 340                                  | 108,445 | 111,297 | 114,152 | 117,006 | 119,863 | \$79.84                                   |
| 350                                  | 110,629 | 113,538 | 116,448 | 119,362 | 122,275 | \$81.46                                   |
| 360                                  | 112,810 | 115,779 | 118,747 | 121,713 | 124,685 | \$83.06                                   |
| 370                                  | 114,995 | 118,019 | 121,044 | 124,073 | 127,098 | \$84.67                                   |
| 380                                  | 117,177 | 120,257 | 123,343 | 126,430 | 129,510 | \$86.28                                   |
| 390                                  | 119,361 | 122,500 | 125,643 | 128,779 | 131,923 | \$87.87                                   |
| 400                                  | 121,544 | 124,741 | 127,940 | 131,139 | 134,336 | \$89.48                                   |
| 410                                  | 123,723 | 126,982 | 130,238 | 133,492 | 136,750 | \$91.08                                   |
| 420                                  | 125,905 | 129,221 | 132,529 | 135,847 | 139,161 | \$92.70                                   |
| 430                                  | 128,092 | 131,464 | 134,831 | 138,204 | 141,573 | \$94.30                                   |
| 440                                  | 130,274 | 133,702 | 137,132 | 140,560 | 143,988 | \$95.92                                   |
| 450                                  | 132,457 | 135,941 | 139,426 | 142,912 | 146,400 | \$97.52                                   |
| 460                                  | 134,642 | 138,182 | 141,725 | 145,268 | 148,813 | \$99.13                                   |
| 470                                  | 136,823 | 140,422 | 144,021 | 147,625 | 151,225 | \$100.73                                  |
| 480                                  | 139,004 | 142,663 | 146,319 | 149,977 | 153,634 | \$102.34                                  |
| 490                                  | 141,192 | 144,901 | 148,617 | 152,334 | 156,049 | \$103.95                                  |
| 500                                  | 143,372 | 147,145 | 150,916 | 154,690 | 158,461 | \$105.56                                  |

**ACER Enterprise Agreement 2023 - 2025**

|            |         |         |         |         |         |          |
|------------|---------|---------|---------|---------|---------|----------|
| <b>510</b> | 145,552 | 149,385 | 153,215 | 157,046 | 160,874 | \$107.17 |
| <b>520</b> | 147,738 | 151,625 | 155,509 | 159,399 | 163,286 | \$108.77 |
| <b>530</b> | 149,918 | 153,866 | 157,811 | 161,756 | 165,704 | \$110.40 |
| <b>540</b> | 152,102 | 156,104 | 160,109 | 164,114 | 168,112 | \$111.98 |
| <b>550</b> | 154,285 | 158,346 | 162,405 | 166,465 | 170,527 | \$113.61 |
| <b>560</b> | 156,468 | 160,586 | 164,701 | 168,821 | 172,939 | \$115.20 |
| <b>570</b> | 158,654 | 162,826 | 167,001 | 171,176 | 175,351 | \$116.81 |
| <b>580</b> | 160,834 | 165,065 | 169,300 | 173,531 | 177,764 | \$118.42 |
| <b>590</b> | 163,017 | 167,310 | 171,597 | 175,885 | 180,177 | \$120.02 |
| <b>600</b> | 165,201 | 169,544 | 173,892 | 178,242 | 182,585 | \$121.63 |
| <b>610</b> | 167,383 | 171,789 | 176,195 | 180,595 | 185,001 | \$123.24 |
| <b>620</b> | 169,563 | 174,029 | 178,486 | 182,953 | 187,414 | \$124.85 |
| <b>630</b> | 171,751 | 176,267 | 180,789 | 185,309 | 189,829 | \$126.46 |
| <b>640</b> | 173,929 | 178,509 | 183,084 | 187,661 | 192,242 | \$128.05 |
| <b>650</b> | 176,114 | 180,748 | 185,383 | 190,023 | 194,650 | \$129.68 |
| <b>660</b> | 178,297 | 182,989 | 187,680 | 192,374 | 197,063 | \$131.25 |
| <b>670</b> | 180,478 | 185,230 | 189,980 | 194,730 | 199,479 | \$132.89 |
| <b>680</b> | 182,665 | 187,472 | 192,282 | 197,082 | 201,891 | \$134.49 |
| <b>690</b> | 184,848 | 189,710 | 194,575 | 199,440 | 204,305 | \$136.09 |
| <b>700</b> | 187,026 | 191,949 | 196,871 | 201,796 | 206,712 | \$137.70 |
| <b>710</b> | 189,210 | 194,192 | 199,165 | 204,147 | 209,125 | \$139.30 |
| <b>720</b> | 191,395 | 196,432 | 201,462 | 206,502 | 211,536 | \$140.92 |

**Research Salary Scales effective 1 April 2025**

|             | <b>Job Size</b> | <b>Step 1</b> | <b>Step 2</b> | <b>Step 3</b> | <b>Step 4</b> | <b>Step 5</b> | <b>Casual Hourly Rate<br/>(Including loading)</b> |
|-------------|-----------------|---------------|---------------|---------------|---------------|---------------|---|
| <b>RO1</b>  | <b>240</b>      | 86,615        | 88,896        | 91,174        | 93,456        | 95,736        | \$63.78   |
| <b>RO2</b>  | <b>290</b>      | 97,531        | 100,097       | 102,666       | 105,231       | 107,798       | \$71.80   |
| <b>RF1</b>  | <b>380</b>      | 117,177       | 120,257       | 123,343       | 126,430       | 129,510       | \$86.28   |
| <b>RF2</b>  | <b>460</b>      | 134,642       | 138,182       | 141,725       | 145,268       | 148,813       | \$99.13   |
| <b>SRF1</b> | <b>540</b>      | 152,102       | 156,104       | 160,109       | 164,114       | 168,112       | \$111.98  |
| <b>SRF2</b> | <b>630</b>      | 171,751       | 176,267       | 180,789       | 185,309       | 189,829       | \$126.46  |
| <b>PRF1</b> | <b>720</b>      | 191,395       | 196,432       | 201,462       | 206,502       | 211,536       | \$140.92  |

**Project Salary Scales effective 1 April 2025**

|            | <b>Job Size</b> | <b>Step 1</b> | <b>Step 2</b> | <b>Step 3</b> | <b>Step 4</b> | <b>Step 5</b> | <b>Casual Hourly Rate<br/>(Including loading)</b> |
|------------|-----------------|---------------|---------------|---------------|---------------|---------------|---|
| <b>PO</b>  | <b>260</b>      | 90,979        | 93,375        | 95,770        | 98,166        | 100,557       | \$67.00   |
| <b>SPO</b> | <b>300</b>      | 99,711        | 102,338       | 104,961       | 107,585       | 110,211       | \$73.42   |
| <b>PD1</b> | <b>340</b>      | 108,445       | 111,297       | 114,152       | 117,006       | 119,863       | \$79.84   |
| <b>PD2</b> | <b>400</b>      | 121,544       | 124,741       | 127,940       | 131,139       | 134,336       | \$89.48   |
| <b>SPD</b> | <b>480</b>      | 139,004       | 142,663       | 146,319       | 149,977       | 153,634       | \$102.34  |



| <b>Salary scales effective 31 December 2025</b> |               |               |               |               |               |   |
|---|---------------|---------------|---------------|---------------|---------------|---|
| <b>Job Size</b>                                 | <b>Step 1</b> | <b>Step 2</b> | <b>Step 3</b> | <b>Step 4</b> | <b>Step 5</b> | <b>Casual Hourly Rate<br/>(Including loading)</b> |
| <b>100</b>                                      | 57,177        | 58,680        | 60,185        | 61,693        | 63,198        | \$42.09   |
| <b>110</b>                                      | 59,404        | 60,969        | 62,527        | 64,092        | 65,657        | \$43.73   |
| <b>120</b>                                      | 61,631        | 63,254        | 64,874        | 66,495        | 68,118        | \$45.38   |
| <b>130</b>                                      | 63,856        | 65,536        | 67,218        | 68,895        | 70,578        | \$47.01   |
| <b>140</b>                                      | 66,080        | 67,821        | 69,561        | 71,299        | 73,044        | \$48.65   |
| <b>150</b>                                      | 68,311        | 70,105        | 71,904        | 73,704        | 75,499        | \$50.30   |
| <b>160</b>                                      | 70,534        | 72,393        | 74,249        | 76,106        | 77,961        | \$51.93   |
| <b>170</b>                                      | 72,762        | 74,678        | 76,594        | 78,508        | 80,418        | \$53.57   |
| <b>180</b>                                      | 74,990        | 76,963        | 78,933        | 80,913        | 82,884        | \$55.20   |
| <b>190</b>                                      | 77,215        | 79,249        | 81,279        | 83,312        | 85,347        | \$56.85   |
| <b>200</b>                                      | 79,442        | 81,535        | 83,622        | 85,716        | 87,808        | \$58.48   |
| <b>210</b>                                      | 81,670        | 83,817        | 85,964        | 88,115        | 90,262        | \$60.13   |
| <b>220</b>                                      | 83,894        | 86,104        | 88,313        | 90,516        | 92,730        | \$61.77   |
| <b>230</b>                                      | 86,120        | 88,391        | 90,654        | 92,923        | 95,188        | \$63.40   |
| <b>240</b>                                      | 88,348        | 90,674        | 92,997        | 95,325        | 97,650        | \$65.05   |
| <b>250</b>                                      | 90,573        | 92,960        | 95,339        | 97,726        | 100,109       | \$66.69   |
| <b>260</b>                                      | 92,799        | 95,242        | 97,686        | 100,129       | 102,568       | \$68.34   |
| <b>270</b>                                      | 95,027        | 97,531        | 100,033       | 102,532       | 105,031       | \$69.97   |
| <b>280</b>                                      | 97,258        | 99,811        | 102,370       | 104,934       | 107,490       | \$71.60   |
| <b>290</b>                                      | 99,482        | 102,099       | 104,719       | 107,336       | 109,954       | \$73.24   |
| <b>300</b>                                      | 101,705       | 104,385       | 107,061       | 109,737       | 112,416       | \$74.89   |
| <b>310</b>                                      | 103,936       | 106,670       | 109,406       | 112,139       | 114,874       | \$76.51   |
| <b>320</b>                                      | 106,160       | 108,956       | 111,745       | 114,542       | 117,335       | \$78.17   |
| <b>330</b>                                      | 108,386       | 111,242       | 114,094       | 116,949       | 119,794       | \$79.79   |
| <b>340</b>                                      | 110,614       | 113,523       | 116,435       | 119,346       | 122,261       | \$81.44   |
| <b>350</b>                                      | 112,842       | 115,809       | 118,777       | 121,749       | 124,721       | \$83.09   |
| <b>360</b>                                      | 115,067       | 118,095       | 121,121       | 124,147       | 127,179       | \$84.72   |
| <b>370</b>                                      | 117,295       | 120,379       | 123,465       | 126,554       | 129,640       | \$86.36   |
| <b>380</b>                                      | 119,521       | 122,662       | 125,810       | 128,959       | 132,100       | \$88.00   |
| <b>390</b>                                      | 121,748       | 124,950       | 128,156       | 131,355       | 134,561       | \$89.63   |
| <b>400</b>                                      | 123,975       | 127,236       | 130,498       | 133,762       | 137,023       | \$91.27   |
| <b>410</b>                                      | 126,197       | 129,521       | 132,843       | 136,162       | 139,485       | \$92.90   |
| <b>420</b>                                      | 128,423       | 131,805       | 135,179       | 138,564       | 141,944       | \$94.56   |
| <b>430</b>                                      | 130,654       | 134,093       | 137,527       | 140,968       | 144,404       | \$96.19   |
| <b>440</b>                                      | 132,880       | 136,376       | 139,874       | 143,371       | 146,868       | \$97.84   |
| <b>450</b>                                      | 135,106       | 138,660       | 142,215       | 145,771       | 149,328       | \$99.47   |
| <b>460</b>                                      | 137,335       | 140,946       | 144,559       | 148,173       | 151,789       | \$101.11  |
| <b>470</b>                                      | 139,559       | 143,231       | 146,902       | 150,578       | 154,249       | \$102.74  |
| <b>480</b>                                      | 141,784       | 145,517       | 149,246       | 152,977       | 156,707       | \$104.38  |
| <b>490</b>                                      | 144,016       | 147,799       | 151,589       | 155,380       | 159,170       | \$106.03  |
| <b>500</b>                                      | 146,240       | 150,087       | 153,934       | 157,784       | 161,631       | \$107.67  |

ACER Enterprise Agreement 2023 - 2025

|            |         |         |         |         |         |          |
|------------|---------|---------|---------|---------|---------|----------|
| <b>510</b> | 148,463 | 152,372 | 156,279 | 160,186 | 164,092 | \$109.31 |
| <b>520</b> | 150,693 | 154,657 | 158,619 | 162,587 | 166,552 | \$110.95 |
| <b>530</b> | 152,916 | 156,943 | 160,967 | 164,991 | 169,018 | \$112.60 |
| <b>540</b> | 155,144 | 159,226 | 163,311 | 167,396 | 171,475 | \$114.22 |
| <b>550</b> | 157,370 | 161,513 | 165,654 | 169,794 | 173,938 | \$115.89 |
| <b>560</b> | 159,597 | 163,798 | 167,995 | 172,198 | 176,398 | \$117.51 |
| <b>570</b> | 161,827 | 166,083 | 170,341 | 174,599 | 178,858 | \$119.15 |
| <b>580</b> | 164,051 | 168,367 | 172,686 | 177,002 | 181,320 | \$120.79 |
| <b>590</b> | 166,277 | 170,656 | 175,029 | 179,403 | 183,781 | \$122.42 |
| <b>600</b> | 168,505 | 172,935 | 177,370 | 181,806 | 186,236 | \$124.06 |
| <b>610</b> | 170,730 | 175,225 | 179,719 | 184,207 | 188,701 | \$125.70 |
| <b>620</b> | 172,954 | 177,510 | 182,056 | 186,612 | 191,162 | \$127.34 |
| <b>630</b> | 175,186 | 179,792 | 184,405 | 189,015 | 193,626 | \$128.99 |
| <b>640</b> | 177,407 | 182,079 | 186,746 | 191,414 | 196,087 | \$130.62 |
| <b>650</b> | 179,636 | 184,363 | 189,090 | 193,823 | 198,543 | \$132.27 |
| <b>660</b> | 181,863 | 186,649 | 191,434 | 196,221 | 201,004 | \$133.88 |
| <b>670</b> | 184,088 | 188,935 | 193,780 | 198,625 | 203,469 | \$135.55 |
| <b>680</b> | 186,319 | 191,221 | 196,128 | 201,024 | 205,929 | \$137.18 |
| <b>690</b> | 188,545 | 193,504 | 198,466 | 203,429 | 208,391 | \$138.81 |
| <b>700</b> | 190,766 | 195,788 | 200,809 | 205,832 | 210,847 | \$140.45 |
| <b>710</b> | 192,995 | 198,076 | 203,148 | 208,230 | 213,308 | \$142.08 |
| <b>720</b> | 195,223 | 200,361 | 205,492 | 210,632 | 215,767 | \$143.74 |

**Research Salary Scales effective 31 December 2025**

|             | <b>Job Size</b> | <b>Step 1</b> | <b>Step 2</b> | <b>Step 3</b> | <b>Step 4</b> | <b>Step 5</b> | <b>Casual Hourly Rate<br/>(Including loading)</b> |
|-------------|-----------------|---------------|---------------|---------------|---------------|---------------|---|
| <b>RO1</b>  | <b>240</b>      | 88,348        | 90,674        | 92,997        | 95,325        | 97,650        | \$65.05   |
| <b>RO2</b>  | <b>290</b>      | 99,482        | 102,099       | 104,719       | 107,336       | 109,954       | \$73.24   |
| <b>RF1</b>  | <b>380</b>      | 119,521       | 122,662       | 125,810       | 128,959       | 132,100       | \$88.00   |
| <b>RF2</b>  | <b>460</b>      | 137,335       | 140,946       | 144,559       | 148,173       | 151,789       | \$101.11  |
| <b>SRF1</b> | <b>540</b>      | 155,144       | 159,226       | 163,311       | 167,396       | 171,475       | \$114.22  |
| <b>SRF2</b> | <b>630</b>      | 175,186       | 179,792       | 184,405       | 189,015       | 193,626       | \$128.99  |
| <b>PRF1</b> | <b>720</b>      | 195,223       | 200,361       | 205,492       | 210,632       | 215,767       | \$143.74  |

**Project Salary Scales effective 31 December 2025**

|            | <b>Job Size</b> | <b>Step 1</b> | <b>Step 2</b> | <b>Step 3</b> | <b>Step 4</b> | <b>Step 5</b> | <b>Casual Hourly Rate<br/>(Including loading)</b> |
|------------|-----------------|---------------|---------------|---------------|---------------|---------------|---|
| <b>PO</b>  | <b>260</b>      | 92,799        | 95,242        | 97,686        | 100,129       | 102,568       | \$68.34   |
| <b>SPO</b> | <b>300</b>      | 101,705       | 104,385       | 107,061       | 109,737       | 112,416       | \$74.89   |
| <b>PD1</b> | <b>340</b>      | 110,614       | 113,523       | 116,435       | 119,346       | 122,261       | \$81.44   |
| <b>PD2</b> | <b>400</b>      | 123,975       | 127,236       | 130,498       | 133,762       | 137,023       | \$91.27   |
| <b>SPD</b> | <b>480</b>      | 141,784       | 145,517       | 149,246       | 152,977       | 156,707       | \$104.38  |

## Schedule 2: Casual employees

The following provisions apply in respect of casual employees:

1. The minimum period of work that a casual employee may be employed in one day is 4 consecutive hours, except by agreement between the employee and ACER.
2. Casual employees are engaged with no guarantee or expectation of work beyond the period of their current employment.
3. Casual employees are not entitled to leave provisions but a loading in lieu is included in casual hourly rates of pay.
4. Eligible casual employees are entitled to the Pre-Natal Leave and Parental Leave provisions in the relevant [Pre-Natal leave](#) and [Parental Leave](#) clauses.
  - 4.1 An eligible casual employee is defined as a casual employee:
    - (i) who has been engaged by ACER on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months; and
    - (ii) who, but for an expected birth or an expected placement of a child, would have a reasonable expectation of continuing engagement by ACER on a regular and systematic basis.
  - 4.2 A casual employee is also an eligible casual employee if:
    - (i) the employee was engaged by ACER on a regular and systematic basis for a sequence of periods during a period (the first period) of less than 12 months; and
    - (ii) at the end of the first period of employment, the employee ceased, on the employer's initiative, to be so engaged by the employer; and
    - (iii) ACER later again engaged the employee on a regular and systematic basis for a further sequence of periods during a period (the second period) that started no more than 3 months after the end of the first period of employment; and
    - (iv) the combined length of the first period of employment and the second period of employment is at least 12 months; and
    - (v) the employee, but for an expected birth or an expected placement of a child, would have reasonable expectation of continuing engagement by the employer on a regular and systematic basis.
5. Casual employees who are requested to work more than 73 hours 20 minutes per pay fortnight are entitled to be paid overtime at the rate of time and a half for the first 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.

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 4 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 4 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 33.3%. The loading is provided in lieu of paid annual, personal, compassionate, and long service leave.

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

Test administration rates will generally be calculated at the appropriate job size commensurate with the task determined project by project on the basis of complexity and nature of the work involved. Test administration can be paid 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% |

### Schedule 3: Allowances and loadings

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

| 1 October 2023 | 1 April 2024 | 1 April 2025 | 31 December 2025 |
|----------------|--------------|--------------|------------------|
| 28.31          | 29.03        | 29.60        | 30.19            |

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

| 1 October 2023 | 1 April 2024 | 1 April 2025 | 31 December 2025 |
|----------------|--------------|--------------|------------------|
| 122.97         | 126.05       | 128.58       | 131.14           |

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

|                                  |                        |  |
|----------------------------------|------------------------|--|
| For the Period to 1 January 2023 | 78 cents per kilometre | Adjusted on 1 January each subsequent year by the current Australian Tax Office rate |
|----------------------------------|------------------------|--|

4. The First Aid Allowance referred to in clause 16.13 is as follows:

| 1 October 2023 | 1 April 2024 | 1 April 2025 | 31 December 2025 |
|----------------|--------------|--------------|------------------|
| 28.36          | 29.07        | 29.65        | 30.24            |

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


| 1 October 2023 | 1 April 2024 | 1 April 2025 | 31 December 2025 |
|----------------|--------------|--------------|------------------|
| 28.36          | 29.07        | 29.65        | 30.24            |



## Signature page

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

**GEOFFEREY N MASTERS**  
Chief Executive Officer

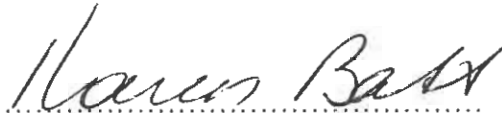


(signature)

Date: 10/8/23

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

**KAREN BATT**  
Victorian Branch Secretary



(signature)

Date: 10/8/2023