

# ACMA ENTERPRISE AGREEMENT

2020-2023

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## INDEX

<b>PART A: SCOPE OF THE AGREEMENT .....</b>	<b>6</b>
1. Title .....	6
2. Application and Coverage.....	6
3. Operation and Duration .....	6
4. Policies and Delegations .....	6
5. Entitlements under Commonwealth laws .....	6
6. Principles and values-based employment.....	7
7. Individual Flexibility Arrangement.....	7
8. Consultation.....	8
9. Consultation relating to major change.....	8
10. Employee support and representation .....	10
<b>PART B: WORKING ENVIRONMENT .....</b>	<b>11</b>
11. Flexible working arrangements .....	11
12. Hours of Work.....	11
13. Flextime (for APS Level 1-6 employees) .....	11
14. Reversion to Standard Hours.....	12
15. Overtime .....	12
16. Travelling Time and Attendance Recording.....	13
17. Executive level hours of attendance and Time Off in Lieu .....	13
18. Remote working .....	14
19. Part-time work arrangements .....	14
20. Public Holidays.....	14
21. Christmas closedown.....	14
22. Employee Resignation .....	15
23. Diversity and dignity at work.....	15
<b>PART C: PERFORMANCE AND REMUNERATION .....</b>	<b>17</b>
24. Performance and development.....	17
25. Performance improvement .....	17
26. Studies assistance .....	18
27. Remuneration.....	19
28. Casual employees .....	19
29. Salary packaging .....	20
30. Cessation of EL2 performance bonus.....	20
31. Superannuation .....	20
32. Salary on Commencement, Promotion, Reassignment or Movement from another APS Agency.....	20

33. Salary progression .....	21
34. Broadbanding .....	22
35. Higher duties allowance .....	22
36. Temporary assignment of duties at SES level.....	23
<b>PART D: ALLOWANCES .....</b>	<b>24</b>
37. Travel .....	24
38. Overtime meal allowance.....	24
39. Restriction.....	24
40. Emergency duty .....	25
41. Relocation assistance.....	25
42. Organisational responsibility .....	25
43. Vacation childcare .....	26
44. Professional association membership costs.....	26
45. Health promotion .....	26
46. Loss or Damage to clothing or personal effects .....	26
<b>PART E: LEAVE ENTITLEMENTS .....</b>	<b>27</b>
47. Portability of accrued entitlements.....	27
48. Unauthorised absences .....	27
49. Annual Leave .....	27
50. Cash out a period of annual leave .....	27
51. Excess annual leave .....	28
52. Long service leave.....	28
53. Personal/carer's leave .....	28
54. Notification of absences .....	29
55. Use of personal/carer's leave .....	29
56. Unpaid personal/carer's leave.....	29
57. Documentary evidence.....	30
58. Compassionate leave.....	30
59. Maternity and parental leave .....	31
60. Supporting partner/other primary caregiver leave .....	32
61. Miscellaneous leave.....	32
62. Defence Reservist leave.....	33
63. Purchased leave.....	33
64. Community service leave.....	34
65. Domestic and family violence arrangements .....	34
<b>PART F: WORKFORCE ADJUSTMENT .....</b>	<b>35</b>
66. Excess employees .....	35
67. Redeployment, reduction and retrenchment .....	35
68. Standard voluntary retrenchment.....	35
69. Accelerated voluntary termination .....	36

70. Redundancy benefit.....36

71. Service for redundancy benefit purposes.....37

72. Retention period.....38

73. Involuntary termination .....39

74. Dispute Resolution procedure.....39

**PART H: GLOSSARY OF TERMS.....41**

**APPENDIX A .....43**

**APPENDIX B .....48**

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# PART A: SCOPE OF THE AGREEMENT

## 1. Title

- 1.1. This Enterprise Agreement shall be known as the Australian Communications and Media Authority Enterprise Agreement 2020 - 2023.

## 2. Application and Coverage

- 2.1. This Enterprise Agreement (Agreement) is made under section 172 of the *Fair Work Act 2009*. This Agreement covers:
- a) the Chair of the Australian Communications and Media Authority (ACMA) on behalf of the Commonwealth of Australia; and
  - b) employees in the ACMA, other than Senior Executive Service employees (as defined in the *Public Service Act 1999*).

## 3. Operation and Duration

- 3.1. This Agreement commences seven days following the day on which the Fair Work Commission approves the Agreement. The Agreement shall nominally expire three years from the date of commencement.
- 3.2. This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is inconsistency between this Agreement and the NES, and the NES provides greater benefit, the NES provision will apply to the extent of the inconsistency.

## 4. Policies and Delegations

- 4.1. The operation of this Agreement is supported by policies, management instructions and guidelines. These policies, management instructions and guidelines do not form part of this Agreement. If there is any inconsistency between the policies, management instructions and guidelines and the terms of this Agreement, the express terms of this Agreement will prevail.
- 4.2. The ACMA and its employees agree that such policies, management instructions and guidelines will be available to all employees and will be updated as necessary following consultation.
- 4.3. The Chair may, in writing, delegate to, or authorise a person to perform any of the powers or functions under this Agreement and, may do so, subject to conditions.

## 5. Entitlements under Commonwealth laws

- 5.1. Without incorporation into this Agreement, entitlements, if any, contained in the *Public Service Act 1999*, the *Fair Work Act 2009* and other Commonwealth legislation will continue to apply. This includes but is not limited to:
- a) long service leave;
  - b) maternity and parental leave;
  - c) superannuation;
  - d) work health and safety;
  - e) workers' compensation;
  - f) review of actions;

- g) disability, age and racial discrimination; and
- h) human rights and equal opportunity.

## 6. Principles and values-based employment

6.1. The ACMA is committed to:

- a) providing a safe, secure and fair environment;
- b) assisting employees to appropriately manage workloads, hours of work and balance their work and personal commitments;
- c) being as flexible as it can, taking into account the employee's preferences and personal circumstances;
- d) fostering strong cooperative relationships between the ACMA and its employees;
- e) safeguarding the health and wellbeing of employees;
- f) respecting and valuing diversity;
- g) preventing discrimination and harassment;
- h) treating employees fairly and impartially;
- i) making the most efficient use of resources, and
- j) supporting sustainable environmental management.

These commitments are supported by management instructions and guides as appropriate.

## 7. Individual Flexibility Arrangement

7.1. The Chair and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of a terms of the Agreement if:

- a) the Agreement deals with one or more of the following matters:
  - a) arrangements about when work is performed;
  - b) overtime rates;
  - c) penalty rates;
  - d) allowances;
  - e) leave;
  - f) remuneration; and
- b) the arrangement meets the genuine needs of the Chair and employee in relation to one or more of the matters mentioned in paragraph 7.1.a); and
- c) the arrangement is genuinely agreed to by the Chair and employee.

7.2. The Chair 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.

7.3. The Chair must ensure that the terms of the individual flexibility arrangement:

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

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

7.5. The Chair or employee may terminate the individual flexibility arrangement:

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

## **8. Consultation**

8.1. The ACMA is committed to communicating and consulting with employees on workplace matters and will maintain the National Consultative Forum (NCF) comprising of:

- a) ACMA management representatives; and
- b) employee representatives.

8.2. The ACMA will consult with and consider the views of the NCF on issues surrounding the implementation and operation of this Agreement. The ACMA will allow a reasonable period for the NCF to consider issues.

8.3. The NCF will maintain agreed Terms of Reference. Further information can be found in the NCF Terms of Reference. As required, from time to time, any changes to the Terms of Reference will be consulted and agreed at the NCF.

8.4. Employees may raise issues for discussion at the NCF including matters arising under the Agreement or the NES, through any representative who attends the NCF.

## **9. Consultation relating to major change**

9.1. This term applies if the ACMA:

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

9.2. For a major change referred to in 9.1 (a):

- a) the ACMA must notify the relevant employees of the decision to introduce the major change; and

- b) 9.3 to 9.9 apply.
- 9.3. The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 9.4. If:
- a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - b) the employee or employees advise the ACMA of the identity of the representative;
- the ACMA must recognise the representative
- 9.5. As soon as practicable after making its decision, the ACMA must:
- a) discuss with the relevant employees:
    - i) the introduction of the change; and
    - ii) the effect the change is likely to have on the employees; and
    - iii) measures the ACMA is taking to avert or mitigate the adverse effect of the change on the employees: and
  - b) for the purposes of the discussion—provide, in writing, to the relevant employees:
    - 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 likely to affect the employees.
- 9.6. However, the ACMA is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 9.7. The ACMA must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 9.8. If a term in the Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the ACMA, the requirements set out in 9.2 (a) and 9.3 to 9.5 are taken not to apply.
- 9.9. In this term, 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 the ACMA's workforce or to the skills required of employees; or
  - c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - d) the alteration of hours of work; or
  - e) the need to retrain employees; or
  - f) the need to relocate employees to another workplace; or

g) the restructuring of jobs.

9.10. For a change referred to in 9.1 (b):

- a) the ACMA must notify the relevant employees of the proposed change; and
- b) 9.11 to 9.15 apply.

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

9.12. If:

- a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- b) the employee or employees advise the ACMA of the identity of the representative; the ACMA must recognise the representative.

9.13. As soon as practicable after proposing to introduce the change, the ACMA must:

- a) discuss with the relevant employees the introduction of the change; and
- b) for the purposes of the discussion — provide to the relevant employees:
  - i) all relevant information about the change including the nature of the change; and
  - ii) information about what the ACMA reasonably believes will be the effects of the change on the employees; and
  - iii) information about any other matters that the ACMA reasonably believes are likely to affect the employees; and
- c) 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).

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

9.15. The ACMA must give prompt and genuine consideration to matters raised about the change by the relevant employees.

9.16. In this term:

**“relevant employees”** means the employees who may be affected by a change referred to in 9.1.

## 10. Employee support and representation

10.1. Employees may be assisted, accompanied and represented by another person, including an employee representative, in any matter relating to their employment.

10.2. An employee who chooses to be assisted, accompanied or represented will inform the relevant ACMA management of that prior to the commencement of any discussions.

10.3. If during a discussion at which an employee is not assisted, accompanied or represented, the employee subsequently chooses to be assisted, accompanied or represented, the meeting will be suspended and reconvened.

## **PART B: WORKING ENVIRONMENT**

### **11. Flexible working arrangements**

- 11.1. Other than in emergency situations, the pattern of hours which employees (including executive level employees) will work is a matter for discussion between managers and employees taking into account the operational requirements of the work area and, wherever possible, the personal needs of the employee. Where agreement cannot be reached an employee will work standard hours.
- 11.2. Circumstances under which eligible employees have the right to request flexible working arrangements are where:
- a) the employee is a parent, or has responsibility for the care of a child who is of school age or younger;
  - b) the employee is a carer;
  - c) the employee has a disability;
  - d) the employee is 55 or older;
  - e) the employee is experiencing violence from a member of the employee's family; or
  - f) the employee provides care or support to a member of their immediate family or household who requires care or support because they are experiencing violence from the member's family.

For more information on flexible working arrangements, employees should refer to the relevant People Management Instruction.

- 11.3. Unless there are reasonable business grounds to refuse, the ACMA will agree to requests for flexible working arrangements in accordance with the provisions of the *Fair Work Act 2009*.

### **12. Hours of Work**

- 12.1. The standard ordinary hours of duty for a full-time employee is seven hours and 30 minutes per day to be worked from 8:30am to 12:30pm and 1:30pm to 5:00pm, Monday to Friday. For a part-time employee, standard hours are as specified in the employee's part-time work agreement.
- 12.2. The span of hours during which employees may work their standard ordinary hours of duty is 7.00am to 7.00pm, Monday to Friday.
- 12.3. Employees must not work for more than five consecutive hours without a break of at least 30 minutes.
- 12.4. Employees, excluding those employed at the Executive Level classification, will for each working day record their times of arrival and departure and any breaks in attendance, in a form approved by the Chair.

### **13. Flextime (for APS Level 1-6 employees)**

- 13.1. Flextime is a system that entitles APS level 1-6 employees to set a pattern of attendance at work, subject to the provisions of clauses 13.2 to 13.6.

- 13.2. Employees must receive prior approval to access flex leave. Further information is available in the relevant People Management Instruction.
- 13.3. The maximum amount of flex credit which can be carried over at the end of a settlement period is 37.5 hours. A settlement period is four weeks.
- 13.4. The maximum flex debit that may be carried over at the end of a settlement period is 15 hours. Debits of over 15 hours at the end of the settlement period will be treated as leave without pay and not to count as service.
- 13.5. An employee may, subject to the approval of their manager, take up to five days' flex credit as leave consecutively in a settlement period.
- 13.6. Employees eligible for the flextime scheme must not work more than 10 hours ordinary duty on any one day.

#### **14. Reversion to Standard Hours**

- 14.1. Access to arrangements under clauses 13.1 to 13.6 will not apply for a specified period in circumstances where the Chair considers that:
  - a) an employee's attendance is unsatisfactory; and/or
  - b) an employee is misusing the arrangements.
- 14.2. The decision to revert to standard hours, whether they are standard hours as set out in clause 12.1 or other agreed hours, will be set out in writing by the Chair to the employee. The decision will include the reason for reverting the employee to standard hours, the specified period and when the arrangement will be reviewed.
- 14.3. Access to flextime arrangements will be restored where the Chair is satisfied that there has been satisfactory resolution of the issue of concern.

#### **15. Overtime**

- 15.1. Subject to section 62 of the *Fair Work Act 2009*, an APS level 1-6 employee may be directed to perform overtime. An employee may refuse where the hours are unreasonable.
- 15.2. Overtime, once directed, is work performed:
  - a) outside standard ordinary hours of duty (clause 12.1); or
  - b) in excess of ten hours on any one day; or
  - c) on a weekend or public holiday; or
  - d) in addition to the ordinary hours prescribed in a part-time employee's part-time work agreement.
- 15.3. An employee cannot claim flex credits and receive an overtime payment in respect of the same hours.
- 15.4. Where necessitated by operational requirements, the Chair may direct an employee to work overtime outside standard ordinary hours as defined in clause 12.1. Wherever possible advance notice will be given.

- 15.5. An eligible employee has the option of either being paid overtime or taking TOIL (time off in lieu) at a time agreed by the employee and manager and subject to operational requirements.
- 15.6. The rates used in calculating payment or TOIL for overtime are:
- a) Monday to Saturday – time and one half for the first three hours each day and double time thereafter;
  - b) Sundays – double time; or
  - c) Public holidays – an additional payment of time and a half will apply for the first seven and a half hours and double time and a half thereafter, resulting in the employee earning double time and a half for the entire period worked.
- 15.7. The minimum period of payment for overtime or TOIL where overtime is not continuous with ordinary duty is one hour.
- 15.8. Travel to and from the workplace for overtime duty is not included in the calculation of the overtime payment.
- 15.9. An employee is required to have a break of at least eight hours (plus reasonable travel time) between finishing the overtime and commencing standard ordinary hours again without loss of pay for any standard ordinary hours they would have normally worked. If this is not possible due to operational requirements and the Chair directs the employee to return to work without an eight hour break, the employee will be paid double time until ceasing duty.

## **16. Travelling Time and Attendance Recording**

- 16.1. Official domestic travel, wherever possible, should be undertaken during the 7.00am to 7.00pm span of hours. When operational requirements result in an APS level 1-6 employee needing to travel on weekends, public holidays or outside standard ordinary hours, the employee can access TOIL at single time based on actual travel times.

## **17. Executive level hours of attendance and Time Off in Lieu**

- 17.1. Remuneration for Executive Level (or equivalent) employees compensates for the extra demands which may be placed upon them, including working beyond standard hours. In recognition of their attendance requirements and to assist in enabling a reasonable work/life balance, Executive Level employees may choose, subject to operational needs of the work area, their start, finish and break times.
- 17.2. Where these demands increase and the employee has been required to work additional hours, which may include travel, the employee's manager may provide the employee with paid TOIL in broad recognition of the additional hours worked. This can be in the form of a short-term absence, including full-day absence, without the need for a leave application.
- 17.3. Where operational requirements necessitate official domestic travel on weekends, public holidays or outside normal working hours, TOIL at single time based on actual travel times is an appropriate mechanism to minimise the impact on employees.

## **18. Remote working**

- 18.1. The Chair may approve requests made by an employee to perform work away from their usual office.
- 18.2. The ACMA will provide appropriate support towards establishing a home-based work site including computer equipment, software and other facilities if the home-based work arrangement is on a long term or regular basis.
- 18.3. Further information is available in the relevant People Management Instruction.

## **19. Part-time work arrangements**

- 19.1. Employees may request part-time working hours which the Chair may approve subject to operational requirements. Part-time working arrangements may include job sharing.
- 19.2. A part-time employee is one who works a regular number of hours and whose hours of work are less than 150 hours over the four-week settlement period. The Chair will agree with the employee the number of days and number of hours to be worked, within the span of hours for an equivalent full-time employee.
- 19.3. A part-time employee must work a minimum of three consecutive hours per day on a day that the employee works (or an alternative period agreed by the Chair and the employee).
- 19.4. Employees returning to work after the birth, adoption or fostering of a child have the right to part-time working hours until the child reaches the age of two years.
- 19.5. Part-time working hours may be approved on a permanent basis or for a specified period. When part-time working hours is approved on either a permanent basis or for a specified period, changes to the approved working arrangement may only take place with the agreement of both the Chair and the employee.
- 19.6. For more information on part-time working arrangements, employees should refer to the relevant People Management Instruction.

## **20. Public Holidays**

- 20.1. In accordance with the *Fair Work Act 2009* employees will be entitled to public holidays as specified by law in the relevant State or Territory where they are employed.
- 20.2. The Chair and an employee may agree on the substitution of a day or part-day that would otherwise be a public holiday, having regard to operational requirements.
- 20.3. If an employee is absent from work on a day or part-day that is a public holiday, the employee will be paid at the employee's ordinary hourly rate for the employee's standard ordinary hours of work on that day or part-day, except where that employee would not have worked on that day.
- 20.4. Where a public holiday falls during a period when an employee is absent on leave without pay, long service leave or maternity/parental leave, there is no entitlement to receive payment as a public holiday. Payment for that day will be in accordance with the entitlement for that form of leave (e.g. if on long service leave at half pay, payment is at half pay). Note that, in accordance with the NES, an employee is not taken to be on annual leave or personal/carer's leave on a public holiday.

## **21. Christmas closedown**

- 21.1. The ACMA will close its normal operations from the close of business on the last working day before Christmas, with business resuming on the first working day after New Year's Day. This is known as the closedown period.
- 21.2. Employees will be provided with time off for the working days between Christmas Day and New Year's Day and will be paid in accordance with their ordinary hours of work. Where an employee is absent on leave without pay, long service leave or maternity/parental leave, payment for the close down will be in accordance with the entitlement for that form of leave (e.g. if on long service leave at half pay, payment is at half pay).
- 21.3. There will be no deduction from an employee's credits for the closedown period.

## **22. Employee Resignation**

- 22.1. Ongoing employees will give at least two weeks' written notice of their resignation unless a shorter period is requested by the employee and agreed by the Chair.
- 22.2. Resignations will be deemed to take effect at close of business of the resignation date except that where an employee submits a resignation which takes effect on a public holiday, the resignation will be deemed to take effect at close of business on the working day immediately prior to the public holiday.

## **23. Diversity and dignity at work**

- 23.1. The ACMA and its employees recognise that diversity (which includes differences in expertise, background, working style, preferences, beliefs, learning style, perspectives, cultures and interests), increases innovation, learning and productivity and so commit to value and respect individual differences.
- 23.2. As part of its commitment to workplace diversity, the ACMA:
  - a) encourages Aboriginal and Torres Strait Islander people, people from non-English speaking backgrounds, people with disabilities and women not only to apply for positions but to progress through all classification levels; and
  - b) encourages all employees to contribute their strengths and realise their full potential.

Further information is available in the ACMA Workplace Diversity Plan.

- 23.3. The ACMA and its employees recognise that all persons at the workplace are entitled to be treated with dignity and respect. Accordingly, the parties commit to eliminating any and all forms (including direct and indirect) of discrimination, harassment and bullying, and to behaving respectfully and courteously. This includes treating others politely, fairly, honestly and objectively, and in a non-discriminatory manner that recognises a person's rights and personal dignity.
- 23.4. As part of the processes in place to assist in eliminating harassment and bullying in the workplace, the ACMA has and will continue to appoint Harassment Contact Officers. Further information about the Harassment Contact Officer Network is available in People Management Instruction.
- 23.5. Nothing in this clause affects:

- a) treatment exempted under Commonwealth anti-discrimination legislation;
  - b) the right to pursue matters in any state or federal jurisdiction, including through the Australian Human Rights Commission; or
  - c) any exemptions permitted by the *Fair work Act 2009*.
- 23.6. In this clause discrimination includes unjust or prejudicial treatment of another person on the basis of race, colour, sex, sexual orientation, gender identity, age, physical or mental disability, relationship or marital status, family responsibilities, pregnancy, religion, political opinion, national extraction, social origin or industrial affiliation.

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# **PART C: PERFORMANCE AND REMUNERATION**

## **24. Performance and development**

- 24.1. Employees must participate in the ACMA Performance and Development Framework and maintain a current performance and development plan which is developed with their manager. The Performance and Development Framework aims to improve the capabilities, performance and potential of employees and their ability to achieve the ACMA's outcomes. The Performance and Development framework cycle runs from July to June each year.
- 24.2. At each formal performance review, the manager will assess the employee's work performance, aligned to the Performance and Development Framework.
- 24.3. As part of the Performance and Development Framework, employees and their managers are required to develop individual learning and development plans to support:
  - a) building common core capabilities;
  - b) acquiring supporting core capabilities related to different job functions;
  - c) developing technical skills that may be required; and
  - d) continuing professional development.

## **25. Performance improvement**

- 25.1. When issues relating to poor performance arise, they will be addressed promptly and fairly, irrespective of the point in the performance cycle.
- 25.2. Where unsatisfactory performance in relation to the Performance and Development Framework is identified, the manager and the employee will work together to improve the employee's performance to a satisfactory level.
- 25.3. The manager will discuss with the employee and provide details of where performance needs to be improved. The employee and manager will agree on the remedial action to be taken, the feedback mechanisms to be used and timings.
- 25.4. If after six weeks or another period agreed between the manager and employee, the employee's performance does not meet a satisfactory standard, as defined in the Performance and Development Framework, a formal underperformance process will commence. The manager will issue a written warning to the employee that:
  - a) specifies the acceptable standard of work;
  - b) details how the employee's work does not meet the standard; and
  - c) notifies that performance must improve over the next three months.
- 25.5. The manager will provide feedback to the employee at least fortnightly and will prepare a monthly progress report. The employee will have the opportunity to comment on that report.
- 25.6. If the employee is not performing at the expected standard at the end of three months, the matter will be referred to the Chair with all reports and a recommendation for further

action. Recommendations can be, but not limited to:

- a) reassignment of duties;
- b) reduction in ACMA local designation (APS classification level); or
- c) termination of employment.

25.7. After consideration by the Chair, the employee will be notified in writing and will have seven days in which to show cause as to why one or more of the actions should not be taken.

25.8. If salary is reduced without consent, the employee may lodge an appeal with the Chair.

25.9. For more information on the Performance and Development Framework refer to the relevant People Management Instruction.

## **26. Studies assistance**

26.1. All ongoing employees, and non-ongoing employees engaged for 12 months or longer, except participants of the Graduate program, Technical trainees and Cadets, are eligible to apply for studies assistance.

26.2. The provision of studies assistance is discretionary and should not be considered an automatic right. Approval for studies assistance will be on an academic period basis.

26.3. An approved student may be granted:

- a) up to two and a half hours of paid leave per unit/subject to a maximum of five hours study leave per week, or a pro-rata amount if the employee works part-time; or
- b) in exceptional circumstances, up to three hours of paid leave per unit/subject to a maximum of six hours study leave per week; or
- c) a total of eight hours per week for employees with special needs and/or requirements, for example, Aboriginal and Torres Strait Islanders, people with disabilities or working in remote locations.

26.4. If an approved student's study commitments require less than the full weekly amount of study leave, the unused portion of the entitlement may, subject to approval by the employee's manager be used during the relevant academic period for other study commitments, for example, preparation of assignments or study for examinations.

26.5. An approved student may be granted examination leave for up to two days per unit/subject in an academic period for preparation for an attendance at compulsory examinations, or for the completion of assignments, essays or projects that are a required component of study.

26.6. Unless the Chair determines otherwise, an approved student may be granted financial assistance of up to \$3,000 (plus any GST component) per academic period for compulsory fees, books and study materials. Unless the Chair determines otherwise, financial assistance will be by way of reimbursement at the end of the relevant academic period on proof of expenditure and successful completion of studies.

26.7. For more information about studies assistance including the responsibilities, rights

and obligations of employees and managers, employees should refer to the relevant People Management Instruction.

## 27. Remuneration

- 27.1. The ACMA will maintain the authorised APS classification structure at Appendix A.
- 27.2. In recognition of the commitment demonstrated by employees to this Agreement and associated productivity initiatives, salary will increase as follows:
- a) 2% on commencement of the Agreement;
  - b) 2% 12 months after commencement of the Agreement; and
  - c) 2% 24 months after commencement of the Agreement.
- Salary rates in accordance with this clause are set out in Appendix A.
- 27.3. It is to be noted that the salary increase on commencement of this Agreement is deferred by 6 months by the *Public Service (Terms and Conditions of Employment) (General wage increase deferrals during the COVID-19 pandemic) Determination 2020* dated 9 April 2020.
- 27.4. Employees will be paid fortnightly in arrears by electronic funds transfer into a financial institution account of their choice, unless otherwise agreed with the Chair.
- 27.5. The fortnightly salary will be ascertained by applying the following formula:
- $$\text{Fortnightly salary} = \text{Annual salary multiplied by 12 and divided by 313.}$$
- 27.6. An employee may apply for prepayment of salary when approved leave includes at least one payday.
- 27.7. A part-time employee will be paid on a pro rata basis for the hours worked each fortnight in accordance with the above formula.
- 27.8. The schedule at Appendix B defines the conditions which apply to employees who, because of the effects of a disability, are eligible for a supported wage under the terms of this Agreement.
- 27.9. An employee aged under 21 years at the APS Level 1 classification is to be paid junior rates of pay as a percentage of the APS Level 1 classification equivalent adult rate of pay as follows:
- a) under 18 years 60 per cent;
  - b) at 18 years 70 per cent;
  - c) at 19 years 81 per cent;
  - d) at 20 years 91 per cent.

## 28. Casual employees

- 28.1. An employee who is engaged to perform duties that are intermittent or irregular (casual) under s22(2)(c) of the Public Service Act 1999 will receive a 20% loading in lieu of public holidays on which the employee is not rostered to work and all paid leave

except long service leave. Unpaid leave is provided, as appropriate, in accordance with the NES.

## **29. Salary packaging**

- 29.1. Salary packaging will be available to all employees covered by this Agreement. If salary packaging arrangements are provided by the ACMA, the only cost to the employee will be any banking charges imposed by the ACMA payroll provider.
- 29.2. Further information about salary packaging is available on the ACMA Intranet.

## **30. Cessation of EL2 performance bonus**

- 30.1. Executive Level 2 (or equivalent) will be paid a once-off salary payment (not to count for superannuation) of \$1,500 at the commencement of the Agreement.

## **31. Superannuation**

- 31.1. Eligible employees may exercise superannuation choice of funds in accordance with the relevant Commonwealth legislation. The ACMA will provide an employer contribution of 15.4% of the employee's fortnightly contribution salary for members of the Public Sector Superannuation Accumulation Plan (PSSap). Where an employee chooses a superannuation fund other than PSSap employer contributions will be at the same rate of the employee's fortnightly contribution salary as members of PSSap.
- 31.2. Employer contributions will not be reduced by any other contributions made through salary packaging arrangements. This clause does not apply where a superannuation fund cannot accept employer superannuation contributions (e.g. unable to accept contributions for people aged over 75).
- 31.3. Employer superannuation contributions will not be paid on behalf of employees during periods of unpaid leave that do not count as service, unless otherwise required under this Agreement or legislation.
- 31.4. Employees over the age of 75 will receive a superannuation allowance where the ACMA is not permitted by legislation to pay an employer contribution to the employee's fund. The allowance will be equivalent to the gross amount the ACMA would have paid as employer contributions (less any contribution amount accepted to the employee's superannuation fund), will be taxable and will be paid fortnightly with salary. The allowance will not count as salary for any purpose.
- 31.5. The ACMA will limit superannuation choice to complying superannuation funds that allow employee and/or employer contributions to be paid through fortnightly electronic funds transfer.

## **32. Salary on Commencement, Promotion, Reassignment or Movement from another APS Agency**

- 32.1. An employee engaged to work at or promoted to (including internal promotion) a job in the ACMA will receive salary at no less than the minimum point of the salary range applicable to the APS classification level. The Chair may authorise payment of salary on engagement or promotion above the minimum pay point of the salary range, having regard to the experience, qualifications and skills of the employee.

- 32.2. An employee moving at level to the ACMA from another APS agency will move to no less than the equivalent ACMA pay point, or if there is no equivalent ACMA pay point, to the next higher pay point within the applicable ACMA pay scale unless the Chair authorises movement to a higher pay point, having regard to the experience, qualifications and skills of the employee. If the salary paid in the previous agency exceeds the current maximum of the relevant APS classification level in this Agreement, the Chair may agree to maintain the employee's current salary until such time as the salary differential is absorbed by ACMA pay increases.
- 32.3. If an employee's salary is set at an incorrect pay point at the time of engagement or promotion, the Chair may subsequently determine that the employee be paid salary at the correct salary point with effect from any date on or after engagement or promotion. Any such determination will not be used to reduce an employee's rate of pay.
- 32.4. If an employee agrees, in writing, to temporarily perform duties at a lower APS classification level and at a lower rate of pay, the Chair may then determine, in writing, that the employee be paid at a rate applicable to the lower classification level for the period of temporary reassignment.
- 32.5. If an employee is reassigned in an ongoing capacity to a lower APS classification level, the Chair will determine the pay point in the lower classification level at which the employee will be paid. Factors considered will be experience (including position in the previous salary range), qualifications and skills of the employee, and the circumstances under which the reduction occurred.

### **33. Salary progression**

- 33.1. With the exception of merit selection or as a result of sanctions following a breach of the APS Code of Conduct or redeployment in accordance with clause 72 of this Agreement, movements between base rates of salary shall be determined as follows:
- a) an employee who is below the maximum pay point for their substantive classification level, for a minimum of three months in the performance cycle, will be entitled to one pay point progression at their substantive classification level on 1 August in each year subject to being assessed as having at least satisfactory performance as defined in the Performance and Development Framework; or
  - b) an employee who is below the maximum pay point for their substantive classification level, for a minimum of three months in the performance cycle, will advance two salary points (if possible) on 1 August subject to demonstrating an exceptionally high degree of performance, as defined in the Performance and Development Framework.
- 33.2. An employee who is not satisfactorily performing, as defined in the Performance and Development Framework will not be eligible for salary advancement on 1 August. If the performance of that employee improves to a satisfactory level, as defined in the relevant People and Development Framework, on or before 31 December of the same year the employee will advance one salary point on and from the date of achieving that level.

- 33.3. All periods of temporary assignment of duties at a higher classification level, whether paid or unpaid, will count as service for pay point advancement purposes at the higher classification level.
- 33.4. Conditions for Broadband, Graduate and Technical Trainee advancement are outlined in clause 34.3 of this Agreement.

## **34. Broadbanding**

- 34.1. Broadbanding refers to combining different APS classification levels into one level. The Chair may approve a broadband of all or part of the ACMA classification structure to suit operational requirements. The provisions of clause 34.2 are subject to any classification rules made by the Australian Public Service Commissioner.
- 34.2. This Agreement provides for the following broadbanded arrangements:
- a) ACMA 1 and 2 (APS Levels 1 and 2);
  - b) ACMA 3 and 4 (APS Levels 3 and 4);
  - c) ACMA 5 and 6 (APS Levels 5 and 6);
  - d) Lawyer (APS Level 5 and APS Level 6) and Senior Lawyer (Executive Level 1);
  - e) Information Communications Technology Officer 5 and 6 (APS Levels 5 and 6);
  - f) Cadet Engineer Level 3 and Engineer Level 4 (APS Levels 3 and 4)
  - g) Engineers Levels 5 and 6 (APS Levels 5 and 6);
  - h) Trainee Technical Officers and Technical Officers Level 3 and Technical Officers Level 4 (APS Levels 3 and 4);
  - i) Technical Officers Levels 5 and 6 (APS Levels 5 and 6); and
  - j) Graduate 1 (APS Levels 3 and 4).
- 34.3. The ability to progress within broadbanded classification levels will be subject to the appropriate manager certifying that:
- a) there is sufficient ongoing work required to be performed at the next or a higher classification level within the broadband;
  - b) the employee currently assigned to the duties has demonstrated the required capabilities for advancement to that classification level; and
  - c) their performance has been assessed as satisfactory, as defined in the Performance and Development Framework.

## **35. Higher duties allowance**

- 35.1. Employees who are temporarily assigned duties at a higher classification for a period of five or more consecutive days will be entitled to payment at that classification level for the period.
- 35.2. Payment for temporarily assigned duties at a higher classification level will be made at the greater of:
- a) the first point within the relevant salary point range that exceeds the employee's ordinary salary; or

- b) at the next point in the relevant salary point range after the employee has performed at the higher classification level in the ACMA:
  - i) for a continuous period of 12 months; or
  - ii) for a total period of more than 12 months, and
  - iii) demonstrates satisfactory performance as defined in the Performance and Development Framework.

35.3. During a period of temporary assignment, an employee will continue to receive payment at a higher APS classification level while on paid leave and on public holidays.

### **36. Temporary assignment of duties at SES level**

36.1. Where an employee covered by this Agreement is temporarily assigned duties at the Senior Executive Service (SES) classification level for a period of ten or more consecutive days, they will be paid additional remuneration as determined by the Chair, having regard to the duties to be undertaken and the duration of the temporary assignment, and the experience, qualifications and skills of the employee.

## **PART D: ALLOWANCES**

### **37. Travel**

- 37.1. An employee who undertakes travel on official business and is required to be away from home overnight or for a period of 10 hours or more, will be paid an allowance covering, where appropriate, accommodation, meals, travel by private motor vehicle and incidental expenses. For more information on official travel, including how allowances will be calculated and paid, employees should refer to ACMA Management Instruction Official Travel.
- 37.2. The standard class of travel for official domestic travel is economy class.
- 37.3. The standard class of travel for all sectors of an official international journey to Papua New Guinea, New Zealand and Timor Leste is economy class. The standard class of travel for all sectors of all other international journeys is business class when available. An employee who becomes ill or needs to obtain emergency medical or dental treatment will be entitled to reimbursement of any costs incurred.
- 37.4. The ACMA will meet the full cost of relevant Airline Lounge membership for employees who are expected to undertake at least 10 flights (legs) with the relevant airline over a 12 month period. ACMA employees are also able to purchase relevant Airline Lounge membership for themselves.

### **38. Overtime meal allowance**

- 38.1. An APS level 1 to 6 employee who works three hours overtime on any day will receive a flat rate meal allowance of \$26.00. If an employee works a further five hours of overtime they will receive an additional meal allowance of \$26.00.
- 38.2. An Executive Level (or equivalent) employee who is required to work additional hours past 8pm on an ordinary working day, or to attend for duty on a non-working day will, subject to prior approval by the Chair, receive meal allowances of \$26.00 as described in 38.1.
- 38.3. The meal allowance rate will be increased, on 1 August each year, by the Consumer Price Index (CPI) for the *All Groups CPI* indices as published by the Australian Bureau of Statistics to 30 June of each year.

### **39. Restriction**

- 39.1. An employee who needs to be contactable and available to work outside their ordinary hours of work may be placed under a restriction direction by the Chair. A restricted employee may be required to work at their usual workplace or at another designated workplace, including their home.
- 39.2. Payment of a restriction allowance will not be paid to an employee who does not remain contactable or available to perform extra duty, or for any period during which overtime payment is being made.
- 39.3. The restriction allowance payments for each hour restricted are:
  - a) Monday to Friday – 7.5 per cent of the hourly rate of salary;

- b) Saturday and Sunday – 10 per cent of hourly rate of salary; and
- c) Public holidays – 15 per cent of hourly rate of salary.

#### **40. Emergency duty**

- 40.1. An employee who is not an Executive Level (or equivalent) employee will be paid emergency duty if the employee:
  - a) is recalled to duty to respond to an emergency at a time that they would not normally have been on duty; and
  - b) was not given notice that they would be recalled before they ended work for the day.
- 40.2. Payment for emergency duty will include travel time to and from emergency duty and motor vehicle allowance (refer to clause 37.1) may be payable.
- 40.3. The minimum payment for emergency duty will be two hours at double-time for each recall on a weekday or a Saturday. On Sundays and public holidays the minimum payment will be three hours at double-time for the first attendance and two hours at double-time for each subsequent attendance. Where an employee performs more than one period of duty in a day, payments will not exceed the payment that would be made if the employee had remained on duty from the time of commencing the first period to the end of any subsequent periods of duty.
- 40.4. An employee who works a period of emergency duty of more than three hours (not including travelling time), is entitled to an eight hour break before resuming duty. Payment at double-time for hours worked following emergency duty will continue until the employee has had an eight hour break.
- 40.5. An employee who works a period of emergency duty of at least three hours will receive meal allowances of \$26.00 as described in clause 38.1.

#### **41. Relocation assistance**

- 41.1. An employee is entitled to payment of reasonable relocation expenses as determined by the Chair, including for their dependents, if required to move to a new locality as a result of organisational change.
- 41.2. The Chair will determine whether an employee is entitled to relocation expenses on promotion, movement at level or engagement taking into account whether the move is in the interests of the ACMA and personal circumstances of the employee.
- 41.3. Further information about relocation assistance is available in the relevant People Management Instruction

#### **42. Organisational responsibility**

- 42.1. Employees who are suitably qualified and are appointed or elected (as appropriate) as a First Aid Officer, a Fire Warden, a Harassment Contact Officer and/or a Health and Safety Representative will be paid a single allowance of \$28.55 per fortnight. Part-time employees will be entitled to a pro-rata allowance.
- 42.2. The organisational responsibility allowance will be increased in line with the salary

increases at clause 27.2 of this Agreement.

### **43. Vacation childcare**

43.1. Employees with children aged between five and 12 years who are enrolled and attend a registered childcare service or certified vacation care facility during school holidays, will be entitled to reimbursement of up to \$17 per day per family, provided that the employee is not on annual leave.

43.2. The maximum amount of re-imbusement under clause 43.1 will be increased, on 1 August each year, by the Consumer Price Index (CPI) for the *All Groups CPI* indices as published by the Australian Bureau of Statistics to 30 June of each year.

### **44. Professional association membership costs**

44.1. The ACMA will pay professional association membership costs and/or accreditation or registration fees where the ACMA is satisfied that there is a prerequisite to maintain formal accreditation with a professional body to undertake the employee's role in the ACMA.

### **45. Health promotion**

45.1. To assist in the promotion of employee health and well-being the ACMA will:

- a) provide employees with access through the Employee Assistance Program to confidential professional counselling to assist with work related or personal issues; and
- b) arrange or provide reimbursement for an annual influenza vaccination.

45.2. Further information can be found in the relevant People Management Instruction.

### **46. Loss or Damage to clothing or personal effects**

46.1. The Chair may approve the reimbursement of an amount up to the Comcover excess to an employee per incident for loss or damage to clothing or personal effects which occur as a direct result of performance of an employee's duties.

## **PART E: LEAVE ENTITLEMENTS**

### **47. Portability of accrued entitlements**

- 47.1. Employees joining the ACMA from an employer staffed under the *Public Service Act 1999*, will have their accrued annual and personal/carer's leave (however described) transferred, provided there is no break in continuity of service and that the employee did not receive payment in lieu of those entitlements.
- 47.2. Employees joining the ACMA from an employer staffed under the *Parliamentary Service Act 1999* or from the ACT Government Service will have their accrued annual and personal/carer's leave (however described) recognised, provided there is no break in continuity of service and that the employee did not receive payment in lieu of those entitlements on termination or cessation of employment.

### **48. Unauthorised absences**

- 48.1. Where an employee is absent from work without approval, all pay and other benefits provided under this Agreement may cease to be available until the employee resumes work or is granted leave. Prior to any action, all reasonable steps will be taken to contact the employee to ascertain the reason for the absence.
- 48.2. All periods of unauthorised absence will not count as service for any purpose.
- 48.3. For more information on unauthorised absences employees should refer to the relevant People Management Instruction.

### **49. Annual Leave**

- 49.1. Employees will accrue four weeks of annual leave per year of completed service (on a pro rata basis where the employee is employed part-time) from date of commencement.
- 49.2. Annual leave:
  - a) accrues and is credited daily from the commencement date;
  - b) may be taken subject to approval and operational requirements;
  - c) may be taken at half-pay, and counts as service for all purposes;
  - d) will accrue for hours actually worked when an employee receives workers compensation for more than 45 weeks;
  - e) will not accrue for periods of leave without pay that do not count as service;
  - f) cannot be used to break periods of long service leave;
  - g) will not be deducted from an employee's leave credits where a public holiday occurs during a period of annual leave. The public holiday is paid at the employee's normal rate of pay;
  - h) taken at half pay will result in the employee's credit being reduced by half the number of working days absent.

### **50. Cash out a period of annual leave**

50.1. Employees are able to cash out a period of annual leave as follows:

- a) paid annual leave cannot be cashed out if the cashing out would result in the employee having a balance of less than four weeks of accrued annual leave; and
- b) each cashing out of annual leave must be by a separate agreement in writing between the Chair and the employee; and
- c) the employee must have taken at least 10 days annual leave in the previous 12 month period; and
- d) the employee must be paid the full amount that would have been payable if the employee had taken the leave that has been cashed out.

## **51. Excess annual leave**

- 51.1. Any annual leave credits in excess of 50 days accrual is called 'excess annual leave'. Employees with excess annual leave credits may be directed to use their excess annual leave.
- 51.2. By 1 February in a year the ACMA will inform employees who are likely to exceed 50 days credit at 30 June in that year. These employees will be required to consult with their manager to arrange a leave plan to utilise the potential excess annual leave by 30 June.
- 51.3. Where suitable arrangements are not made, employees may be directed to use the potential excess annual leave by 30 June.
- 51.4. For more information on annual leave, employees should refer to the relevant People Management Instruction.

## **52. Long service leave**

- 52.1. Employees are entitled to long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.
- 52.2. Long service leave cannot be broken with other periods of leave, except as otherwise provided by legislation.
- 52.3. Eligible employees may access long service leave for a minimum period of seven calendar days at full pay (or 14 calendar days at half-pay) at any one time.

## **53. Personal/carer's leave**

- 53.1. Full time non-ongoing employees will accrue four weeks personal/carer's leave per year of completed service. Part-time non-ongoing employees will accrue leave on a pro rata basis. This leave will accrue daily and non-ongoing employees will be able to access the leave as it accrues.
- 53.2. Full time ongoing employees will be credited with 20 days personal/carer's leave on engagement, or a pro rata amount based on the hours worked if engaged on a part-time basis. On and from the anniversary of engagement ongoing employees will accrue personal/carer's leave daily and will be able to access the leave as it accrues.
- 53.3. Personal/carer's leave will not accrue for employees during periods of leave without pay that do not count as service.

## **54. Notification of absences**

54.1. Employees must advise their manager as soon as possible of their need to be absent, the nature of the absence and the expected period of absence.

## **55. Use of personal/carer's leave**

55.1. Personal/carer's leave may be used by an employee when they are absent:

- a) because they are not fit for duty due to illness or injury;
- b) for caring purposes for family members, dependents and members of the employee's household; or
- c) other appropriate circumstances as determined by the Chair, which may include but are not limited to:
  - i) attendance at the funeral of a friend or relative (not covered by Compassionate Leave);
  - ii) for parental commitments; and
  - iii) moving house (maximum one day for each move).

55.2. Personal/carer's leave must not be used for the purposes outlined in clause 55.1 if it would be detrimental to any employee in any respect, when compared to the NES under the *Fair Work Act 2009*.

55.3. If an employee becomes eligible for a prevailing type of leave provided in accordance with the NES, any other legislation or this Agreement during a period of annual leave, purchased leave or long service leave, the Chair will approve the substitution of leave. Such approval is subject to an employee's eligibility for the prevailing leave type including available leave credits, where applicable, and the production of satisfactory evidence. Annual leave, purchased leave or long service leave will be re-credited to the extent of any other leave granted.

55.4. An employee may use annual leave if their personal/carer's leave entitlement is exhausted. The employee must notify their manager that they are using annual leave in lieu of personal/carer's leave.

55.5. In exceptional circumstances and if the period of absence is at least one month, the Chair may grant personal/carer's leave at half pay for the full period at the request of the employee. Where personal/carer's leave is granted at half pay, the employee's credit will be reduced by half the number of working days absent.

55.6. Unless the employee consents, their employment will not be terminated on invalidity grounds until their paid personal/carer's leave entitlements are exhausted except as otherwise provided by legislation.

## **56. Unpaid personal/carer's leave**

56.1. If an employee has exhausted his or her paid personal/carer's leave entitlement they are entitled to up to two days of unpaid personal/carer's leave for each occasion when a member of the employee's immediate family or household requires his or her care or support because of an illness or injury or an unexpected emergency. This unpaid leave can be taken in a single unbroken period of up to two days, or if the Chair and the

employee agree, in separate periods.

- 56.2. A non-ongoing employee engaged to perform duties on an irregular or intermittent (casual) basis is entitled to two days of unpaid personal/carer's leave for each occasion when a member of the employee's immediate family or household requires his or her care or support because of an illness or injury or an unexpected emergency, provided that the employee would have worked on those days.

## **57. Documentary evidence**

- 57.1. The Chair requires documentary evidence for absences of more than three consecutive days of personal/carer's leave. Medical certification from a registered health professional, or other documentary evidence will be accepted. Where it is not reasonably practicable to provide the documentation mentioned above a statutory declaration made by the employee will be accepted.
- 57.2. If an employee has a personal illness or injury requiring ongoing treatment, and/or may result in the employee taking personal/carer's leave for illness or injury on a regular or intermittent basis, and the Chair has received medical evidence confirming the ongoing condition, the Chair may approve future leave based on the initial medical evidence if that medical evidence supported the future absence.
- 57.3. Personal/carer's leave taken in excess of three consecutive days without such supporting documentation will be personal/carer's leave without pay. This leave will count as service for all purposes.
- 57.4. The Chair may request an employee to present supporting documentation from a registered health professional, or a statutory declaration made by the employee, for periods of less than three days if it would be reasonable, in the circumstances, for the employee to demonstrate that their absence is consistent with the purposes specified in this clause.

## **58. Compassionate leave**

- 58.1. An employee is entitled to paid compassionate leave on each occasion as follows:
- a) three days to spend time with an immediate family or household member who is suffering from a life threatening illness or injury; and
  - b) three days following the death of an immediate family or household member.
- 58.2. The Chair may require the employee to provide evidence of the illness, injury or death.
- 58.3. If an incident as described in the clause 58.1 occurs while an employee is on annual, personal/carer's or long service leave and the employee provides supporting evidence, the annual, personal/carer's or long service leave will be re-credited to the extent of the compassionate leave granted.
- 58.4. A non-ongoing employee engaged to perform duties on an irregular or intermittent (casual) basis is entitled to two days of unpaid leave per occasion for compassionate and bereavement purposes provided that the employee would have worked on those days.

## 59. Maternity and parental leave

- 59.1. Employees (other than a non-ongoing employee engaged to perform duties on an irregular or intermittent (casual) basis) who are pregnant, or who have given birth, are covered by the provisions of the *Maternity Leave (Commonwealth Employees) Act 1973* (the ML Act).
- 59.2. Employees with an entitlement to paid leave under the ML Act are provided with an additional four weeks of paid leave, to be taken during the 52 week period of leave available under the ML Act.
- 59.3. An employee who adopts or permanently fosters a child and has or will have responsibility for the care of the child, is entitled to up to 52 weeks of unpaid parental leave. Up to 16 weeks of that leave will be paid leave, commencing from the day of placement of the child, provided the employee is the primary caregiver and satisfies the same qualifying requirements as those required of an employee entitled to receive paid leave in accordance with the ML Act.
- 59.4. An employee is entitled to up to two days of unpaid pre-adoption leave to attend any interviews or examinations required in order to obtain approval for the employee's adoption of a child.
- 59.5. Employees are entitled to parental leave for adoption or permanent foster care when that child:
  - a) is under 16 years of age;
  - b) has not, or will not have, lived continuously with the employee for a period of six months or more as at the day (or expected day) of placement; and
  - c) is not (otherwise than because of the adoption) a child of the employee or the employee's spouse/partner.
- 59.6. Documentary evidence of approval for adoption or enduring parental responsibilities under formal fostering arrangements must be submitted when applying for parental leave for adoption or permanent foster carer purposes.
- 59.7. Employees who are eligible for paid maternity or parental leave may elect to have the payment for that leave spread over a maximum of 32 weeks at a rate no less than half normal salary. Where payment is spread over a longer period, a maximum of 16 weeks of the leave period will count as service.
- 59.8. On ending the initial 52 weeks of maternity or parental leave, employees may request an extension of unpaid parental leave for a further period of up to 52 weeks. The second period of unpaid leave is to commence immediately following the initial leave period.
- 59.9. Unless there are reasonable business grounds to refuse, the ACMA will agree to requests for extension of unpaid parental leave for a further period of up to 52 weeks in accordance with the provisions of the *Fair Work Act 2009*.
- 59.10. Unpaid maternity and parental leave will not count as service for any purpose except that, with the exception of foster care leave, employer superannuation contributions will be made for periods of unpaid maternity and parental leave within the first 52 weeks of leave.

Where superannuation fund rules require employer superannuation contributions to be made on a further period of unpaid maternity and parental leave, for example under the PSSap, then employer superannuation contributions may be made for a period of up to 24 months.

- 59.11. Leave granted under clauses 59.1 to 59.10 is inclusive of public holidays and will not be extended because a public holiday (or Christmas Closedown) falls during a period of paid or unpaid maternity or parental leave. On ending maternity or parental leave, employees have the return to work guarantee and the right to request flexible working arrangements that are provided by the *Fair Work Act 2009*.

## **60. Supporting partner/other primary caregiver leave**

- 60.1. Employees who are not otherwise entitled to paid maternity leave under the ML Act or parental leave under this Agreement are entitled to four weeks paid leave on the birth, adoption or permanent foster care placement of a child or their partner's child.
- 60.2. This leave is to be taken within 52 weeks of the birth/placement of the child and is inclusive of public holidays, i.e. leave will not be extended because a public holiday (or Christmas Closedown) falls during a period provided by this clause.
- 60.3. Documentary evidence as outlined in 59.6, a birth certificate or other evidence that would satisfy a reasonable person must be submitted when applying for supporting partner/other primary caregiver leave.
- 60.4. This paid leave will count as service for all purposes. Employees may elect to have the payment for that leave spread over a maximum of eight weeks at a rate no less than half normal salary. Where payment is spread over a longer period, only half of the total weeks of the leave period will count as service.
- 60.5. The employee is also entitled to an additional period of supporting partner/ other primary caregiver unpaid leave to care for a child up to a maximum of 52 weeks (including the paid period of leave).
- 60.6. The above maternity and parental leave entitlements are in addition to anything the employee may be entitled to under the Federal Government Paid Parental Leave Scheme.

## **61. Miscellaneous leave**

- 61.1. The Chair may grant leave to an employee, either with or without pay, in circumstances not provided for elsewhere in this Agreement for a purpose that the Chair considers to be in the interests of the ACMA and having regard to operational requirements.
- 61.2. The Chair will grant reasonable paid miscellaneous leave for an employee to:
- a) attend information sessions on superannuation or other related matters considered appropriate by the Chair;
  - b) to donate blood;
  - c) to attend or participate in cultural, ceremonial or NAIDOC week activities;
  - d) to appear as a crown witness; or

- e) take appropriate action if the employee's home is significantly damaged by disaster.
- 61.3. Miscellaneous leave with pay counts as service for all purposes.
- 61.4. The Chair may grant reasonable unpaid miscellaneous leave
- a) undertake full time study
  - b) participate in days of cultural or religious significance
  - c) undertake employment in the interest of the Commonwealth; or
  - d) accompany a partner in Commonwealth employment or a member of the Australian Defence Force (ADF) to another geographic location.
- 61.5. Miscellaneous leave without pay does not count as service for any purpose unless otherwise provided for by legislation.

## **62. Defence Reservist leave**

- 62.1. An employee will be granted leave (with or without pay) to enable the employee to fulfil ADF Reserve and Continuous Full Time Service (CFTS) or Cadet Force obligations.
- 62.2. An employee is entitled to leave with pay, of up to four weeks during each financial year, and an additional two weeks paid leave in the first year of ADF Reserve Service, for the purpose of fulfilling service in the ADF Reserve.
- 62.3. With the exception of the additional two weeks in the first year of service, leave can be accumulated and taken over a period of two years.
- 62.4. Defence Reserve leave counts as service for all purposes except for unpaid leave to undertake CFTS. Unpaid leave for the purpose of CFTS counts as service for all purposes except annual leave accrual.

## **63. Purchased leave**

- 63.1. The Chair may approve that an ongoing employee purchase up to 20 days leave in a year, with deductions from fortnightly salary in equal instalments over the course of the year or a lesser period if agreed between the employee and their manager. The purchasing and taking of additional leave is subject to operational requirements and leave taken under this arrangement will count as service.
- 63.2. The minimum amount of purchased leave that can be taken at any time is one day. Leave must be taken in multiples of whole days.
- 63.3. Unused purchased leave may not be carried over from one year to the next, i.e. any purchased leave not taken within 12 months of purchase will automatically be refunded as salary.
- 63.4. Employees may apply to leave the scheme if they commence compensation leave for a period expected to be more than four weeks. Once an employee has left the scheme, any purchased leave that has been paid for can only be taken as leave and will not be refunded as salary.
- 63.5. When an employee ceases employment with the ACMA, the purchased leave credits and payments will be reconciled and payments recovered or refunded as appropriate in accordance with the *Fair Work Act 2009*. Unused purchased leave credits are not

transferrable between agencies.

- 63.6. For more information on purchased leave, employees should refer to the relevant People Management Instruction.

#### **64. Community service leave**

- 64.1. An employee is entitled to leave for the purposes of engaging in community service activities including jury service and emergency management activities as defined in Sections 108 - 112 of the *Fair Work Act 2009*.
- 64.2. Participation in eligible community service activities includes training, emergency service responses, reasonable travel and recovery time and ceremonial duties. The Chair may determine whether any or all of the leave taken for participation in eligible community service activities will be with pay.
- 64.3. Leave with pay will be granted for any period of jury service.
- 64.4. An employee will be required to provide the manager notice of absence as soon as practicable and the period or expected period of absence.

#### **65. Domestic and family violence arrangements**

- 65.1. The ACMA is committed to supporting employees affected by domestic and family violence and will provide the maximum appropriate support.
- 65.2. Further information is available in the relevant People Management Instruction.

## **PART F: WORKFORCE ADJUSTMENT**

### **66. Excess employees**

66.1. An employee is excess if:

- a) the employee is included in a class of employee(s) which comprises a greater number of employees than is necessary for the efficient and economical working of the ACMA; or
- b) the services of the employee cannot be effectively used because of technological or other changes in the work methods of the ACMA or changes in the nature, extent or organisation of the functions of the ACMA; or
- c) the duties usually performed by the employee are to be performed at a different locality, the employee is not willing to perform duties at the locality and the Chair has determined that the provisions of this clause apply.

66.2. The provisions of this clause do not apply to employees on probation or non-ongoing employees.

66.3. An excess employee will have access to any APS-wide redeployment mechanisms available at the time.

### **67. Redeployment, reduction and retrenchment**

67.1. The Chair will advise an employee as early as possible if they are likely to become excess.

67.2. An employee who is advised that they are likely to become excess will be reimbursed a maximum of \$600 for financial advice.

67.3. Discussions with the potentially excess employee, and where they choose their representative, will be held within a maximum period of four weeks from the date of that advice to consider redeployment opportunities and whether voluntary retrenchment might be appropriate.

67.4. Employees will be advised in writing if they are declared excess. All employees who are declared excess are entitled to three months support, as determined by the Chair.

### **68. Standard voluntary retrenchment**

68.1. The Chair will make only one offer of voluntary retrenchment to an excess employee.

68.2. An employee will have one month in which to accept or decline an offer of voluntary retrenchment. If the offer is not accepted within one month it will be assumed that the employee has declined the offer and the provisions of this clause will continue to apply.

68.3. Within the period of offer, the employee must be given information about:

- a) redundancy benefit;
- b) pay in lieu of notice; and
- c) pay in lieu of leave entitlements.

68.4. The employee will also be given guidance about where to obtain information about:

- a) accumulated superannuation contributions and options available; and

b) taxation rules applying to various payments.

68.5. If an employee agrees to be voluntarily retrenched, the Chair can approve termination of employment under section 29 of the *Public Service Act 1999* and the required notice of termination will be given. The notice of termination will not be issued before the end of the one month offer period unless the employee agrees. The period of notice will be four weeks, or five weeks for an employee older than 45 years, with at least five years continuous service.

68.6. The Chair can direct, or the employee can request, and the Chair may approve, an earlier termination date within the period of notice. Subject to direction or approval, the employee will be terminated on that date and payment will be made for the unexpired portion of the notice period, unless accelerated voluntary termination has been accepted.

### **69. Accelerated voluntary termination**

69.1. An employee who has accepted an offer of voluntary retrenchment and terminates within 21 days of the date of offer, will be paid nine weeks' salary in addition to the redundancy benefit. This payment includes payment in lieu of notice.

### **70. Redundancy benefit**

70.1. An employee who agrees to be voluntarily retrenched and whose employment is terminated by the Chair under section 29 of the *Public Service Act 1999* on the grounds that the employee is excess to the requirements of the Agency, will be paid a sum equal to two weeks' salary for each completed year of continuous service, plus a pro-rata payment for completed months of service since the last completed year of service, subject to any minimum amount the employee is entitled to under the NES.

70.2. The redundancy benefit will be calculated on a pro-rata basis for any periods of service where the employee has worked part-time hours during their period of service and has less than 24 years full-time service, subject to any minimum amount the employee is entitled to under the NES.

70.3. For earlier periods of service to count there must be no breaks between the periods of service, except if the break in service is less than one month and occurs when an offer of employment with the new employer was made and accepted by the employee before ceasing employment with the previous employer.

70.4. The minimum sum payable will be equivalent to four weeks' salary and the maximum will be equivalent to 48 weeks' salary.

70.5. For the purposes of calculating any redundancy payment, salary will include:

- a) the employee's full-time salary, adjusted on a pro-rata basis for periods of part-time service; or
- b) if the employee has been paid at a higher classification level for a continuous period of at least 12 months immediately preceding the date on which they are given notice of termination, the salary of the higher position; and
- c) allowances in the nature of the salary which are paid during periods of annual leave and on a regular basis, excluding allowances which

are a reimbursement for expenses incurred, or a payment for disabilities associated with the performance of duty.

## 71. Service for redundancy benefit purposes

71.1. Service for redundancy pay purposes means:

- a) service in the ACMA, including predecessor agencies;
- b) Government service as defined in section 10 of the *Long Service Leave (Commonwealth Employees) Act 1976*;
- c) service with the Commonwealth (other than service with a joint Commonwealth-State body corporate in which the Commonwealth does not have a controlling interest) which is recognised for long service leave purposes;
- d) service with the Australian Defence Forces;
- e) service in another organisation if:
  - i) an employee was moved from the APS to that organisation with a transfer of function; or
  - ii) an employee, engaged by that organisation on work within a function, is employed on an ongoing basis as a result of the transfer of that function to the APS and such service is recognised for long service leave purposes.

71.2. A period of service will not count as service for redundancy pay purposes if it ceased:

- a) through termination on the following grounds, or on a ground equivalent to any of the following grounds:
  - (i) the employee lacks, or has lost, an essential qualification for performing their duties;
  - (ii) non-performance, or unsatisfactory performance, of duties;
  - (iii) inability to perform duties because of physical or mental incapacity;
  - (iv) failure to satisfactorily complete an entry level training course;
  - (v) failure to meet a condition imposed under section 22(6) of the *Public Service Act 1999*; or
  - (vi) a breach of the Code of Conduct; or
- b) on a ground equivalent to a ground listed above under the repealed *Public Service Act 1922*; or
- c) through voluntary retirement at or above minimum retiring age applicable to the employee; or
- d) with the payment of a redundancy benefit or similar payment to an employer-financed retirement benefit.

71.3. Absences from work which do not count as service for long service leave purposes will not count as service for redundancy pay purposes.

## 72. Retention period

- 72.1. Except in the circumstances in clause 73, an employee who does not accept an offer of voluntary retrenchment will not, except with their consent, be involuntarily terminated under section 29(3)(a) of the *Public Service Act 1999* until the following retention periods have elapsed:
- a) nine months when an employee has 20 years of service or is older than 45 years; or
  - b) six months for all other employees.
- 72.2. The total length of the retention period (either six or nine months) will be reduced by an amount equivalent to the NES redundancy entitlement of the *Fair Work Act 2009*, calculated as at the expiration of the retention period (as adjusted by this clause). The retention period includes any period of leave taken.
- 72.3. As the intention of the retention period is to enable excess employees to move into other suitable ongoing employment, all employees who elect to take this option should participate in the outplacement service. The retention period includes all notice periods and begins on the day after a formal offer of voluntary retrenchment is made.
- 72.4. During the retention period:
- a) the ACMA will continue to take all reasonable steps consistent with the efficient administration of the agency, to redeploy the employee within the ACMA or, if they wish, the broader APS to suitable duties at their current classification level or to a suitable vacancy; and
  - b) employees will take all reasonable steps to secure an ongoing re-assignment or placement.
- 72.5. The ACMA will consider an excess ACMA employee in isolation from and not in competition with other applicants who are not excess for an advertised vacancy to which an excess employee seeks movement at or below their classification level.
- 72.6. If an employee is reduced in work level to a lower APS classification level prior to the end of a retention period, they will be entitled to receive income maintenance for the remainder of the retention period. Income maintenance payments include any salary, allowances (except reimbursement-based allowance) or loading the employee was receiving before the reduction. Income maintenance payments will only include temporary assignment of duties allowance if the employee had been receiving the allowance continuously for the 12 months preceding the reduction in work level to a lower APS classification level.
- 72.7. An employee will be entitled to reasonable leave with full pay to attend interviews from the date that they are advised in writing that they are excess. The ACMA may provide assistance for an excess employee in meeting reasonable travel and incidental expenses incurred in seeking alternative employment, where those expenses are not met by the prospective employer.
- 72.8. Employees who have not secured an ongoing placement after three months of retention will be advised by the Chair whether sufficient work will remain available for the entire retention period. If it is decided that there is insufficient work available and the

employee agrees, the Chair may terminate the employee's employment under section 29 of the *Public Service Act 1999*. The employee will be paid a lump sum comprising the salary that would have been earned for the remainder of the retention period, reduced by an amount equivalent to the employee's entitlement to redundancy pay under sub-clause 85.2 of the NES. If the employee does not agree to this termination, the retention period will continue.

72.9. If after six months there is still insufficient work available, the Chair may terminate the employee's employment under section 29 of the *Public Service Act 1999* without the employee's consent and pay the salary that would have been earned for the remainder of the retention period (reduced by an amount equivalent to the employee's entitlement to redundancy pay under sub-clause 85.2 of the NES) as a lump sum.

72.10. Any payment under 72.8 or 72.9 will be taken to include payment in lieu of notice of termination of employment plus the employee's entitlement to redundancy pay under sub-clause 85.2 of the NES.

### **73. Involuntary termination**

73.1. The Chair may involuntarily terminate the employment of an excess employee under section 29 of the *Public Service Act 1999* at the end of the retention period. However, the Chair may not involuntarily terminate an excess employee if the employee:

- a) has not been invited to accept an offer of voluntary retrenchment; or
- b) has accepted an invitation to be voluntarily terminated but the Chair had refused to approve the voluntary termination.

73.2. An excess employee will be given four weeks' notice (or five weeks' notice for an employee older than 45 years with at least five years continuous service) where it is proposed that they will be involuntarily terminated. This period of notice will, as far as possible, be concurrent with the retention period.

### **74. Dispute Resolution procedure**

74.1. If a dispute relates to:

- a) a matter arising under the Agreement; or
- b) the NES;

this term sets out procedures to settle the dispute.

74.2. An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.

74.3. 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 supervisors and/or management.

74.4. If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission.

74.5. The Fair Work Commission may deal with the dispute in two 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 Act.*

*A decision that the Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.*

- 74.6. While the parties are trying to resolve the dispute using the procedures in this term:
- a) an employee must continue to perform their work as they would normally unless they have a reasonable concern about an imminent risk to their health or safety; and
  - b) an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
    - (i) the work is not safe; or
    - (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
    - (iii) the work is not appropriate for the employee to perform; or
    - (iv) there are other reasonable grounds for the employee to refuse to comply with the direction.
- 74.7. The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.

## PART H: GLOSSARY OF TERMS

**Agreement** means the *Australian Communications and Media Authority Enterprise Agreement 2020 – 2023*.

**APS** means Australian Public Service

**Dependent:** in relation to an employee:

- the employee's spouse/partner; or
- an employee's or spouse/partner's child (less than 21 years of age) or parent who ordinarily resides with the employee and who is wholly or substantially dependent on the employee.

**Documentary evidence** in relation to personal/carer's leave purposes documentary evidence comprises:

- a certificate from a registered health practitioner stating that the employee is unfit for duty, or is required to undertake caring responsibilities;
- a statutory declaration made by the employee providing reasons as to why it was not reasonably practicable for the employee to provide a certificate; or
- other documentation or evidence acceptable to the Chair for example documentation from a registered childcare centre or school.

**Employee Representative:** a person nominated by an employee or employees, which may include an elected representative, a union workplace delegate or a work colleague.

**Executive Level:** classifications of Executive Level 1 and Executive Level 2 (or equivalent)

**Immediate Family Member:** is a relation by:

- blood;
- marriage (in law);
- de facto partner (including same sex partner);
- adoption, fostering or traditional kinship (a relationship/obligation, under the customs and traditions of the community or group to which the employee belongs); or
- parent, child, grandparent, grandchild or sibling of employee's spouse or defacto partner.

Family member also includes a former de facto partner and former spouse, and any other person that the Chair is satisfied has a close relationship with the employee.

**Flexitime:** the scheme of flexible working hours which applies to employees up to and including the level of ACMA/APS level 6.

**Graduate:** a person who has been awarded a degree from a tertiary educational facility and has been selected for the ACMA Graduate Development Program and assigned to a pay point in the Graduate classification.

**Member of the employee's household:** any person who lives with the employee.

**Month:** calendar month.

**NAIDOC:** National Aboriginal and Islander Day Observance Committee

**National Consultative Forum:** a formal forum providing a mechanism to facilitate communication and consultation with employees and their representatives about the implementation and operation of the Enterprise Agreement and general employment matters.

**NES:** National Employment Standard

**Non-ongoing Employee:** a person engaged for a specified task or period, or for irregular or intermittent duties, under sections 22(2)(b) or 22(2)(c) of the *Public Service Act 1999*.

**Ongoing Employee:** a person engaged in the APS, as defined under section 22(2)(a) of the *Public Service Act 1999*.

**Partner/spouse:** in relation to a person who is a member of a couple, the other member of the couple (whether of the same sex or a different sex).

**Registered health professional:** a health professional registered, or licensed, as a health practitioner (or as a health practitioner of a particular type) under a law of a State or Territory that provides for the registration or licensing of health practitioners.

**Salary:** the employee's rate of salary/pay (in accordance with the salary/rates of pay at Appendix A) will be salary for all purposes. Specifically, where remuneration packaging arrangements and purchased leave options are in place, the employee's salary for purposes of superannuation, severance and termination payments will be determined as if the remuneration packaging or purchased leave arrangement has not been entered into.

**Technical Trainee:** a person selected for the Technical Trainee Scheme who has been assigned to a pay point in the Technical Trainee classification.

**TOIL:** time off in lieu.

**Workplace:** the location where duties are performed. This can include an ACMA vehicle.

## APPENDIX A

### ACMA Salary Points and Rates ACMA and Executive Level

ACMA Local Des	APS Class	Salary Pre Comm	Salary on Comm*	Salary 12 months from Comm	Salary 24 months from Comm
ACMA 1.1	APS Level 1	46,568	47,499	48,449	49,418
ACMA 1.2		51,321	52,347	53,394	54,462
ACMA 2.1	APS Level 2	52,347	53,394	54,462	55,551
ACMA 2.2		57,743	58,898	60,076	61,277
ACMA 3.1	APS Level 3	59,488	60,678	61,891	63,129
ACMA 3.2		60,984	62,204	63,448	64,717
ACMA 3.3		64,691	65,985	67,305	68,651
ACMA 4.1	APS Level 4	66,629	67,962	69,321	70,707
ACMA 4.2		68,350	69,717	71,111	72,534
ACMA 4.3		72,425	73,874	75,351	76,858
ACMA 5.1	APS Level 5	74,241	75,726	77,240	78,785
ACMA 5.2		76,428	77,957	79,516	81,106
ACMA 5.3		80,159	81,762	83,397	85,065
ACMA 6.1	APS Level 6	81,826	83,463	85,132	86,834
ACMA 6.2		85,918	87,636	89,389	91,177
ACMA 6.3		92,407	94,255	96,140	98,063
ACMA EL 1.1	Executive Level 1	99,425	101,414	103,442	105,511
ACMA EL 1.2		104,570	106,661	108,795	110,971
ACMA EL 1.3		112,122	114,364	116,652	118,985
ACMA EL 2.1	Executive Level 2	120,283	122,689	125,142	127,645
ACMA EL 2.2		128,325	130,892	133,509	136,180
ACMA EL 2.3		136,346	139,073	141,854	144,691
ACMA EL 2.4		142,288	145,134	148,036	150,997
ACMA EL 2.5**		145,631	148,544	151,514	154,545

\*Salary on commencement deferred by 6 months by the *Public Service (Terms and Conditions of Employment) (General wage increase deferrals during the COVID-19 pandemic) Determination 2020* dated 9 April 2020.

\*\* Restricted to employees grandfathered from ABA/ACA on this pay point

## ICT

ACMA Local Des	APS Class	Salary Pre Comm	Salary on Comm*	Salary 12 months from Comm	Salary 24 months from Comm
ICT Officer 4.1	APS Level 4	66,629	67,962	69,321	70,707
ICT Officer 4.2		68,350	69,717	71,111	72,534
ICT Officer 4.3		72,425	73,874	75,351	76,858
ICT Officer 5.1	APS Level 5	74,241	75,726	77,240	78,785
ICT Officer 5.2		76,428	77,957	79,516	81,106
ICT Officer 5.3		80,159	81,762	83,397	85,065
ICT Officer 6.1	APS Level 6	81,826	83,463	85,132	86,834
ICT Officer 6.2		85,918	87,636	89,389	91,177
ICT Officer 6.3		92,407	94,255	96,140	98,063
Senior ICT Officer EL 1.1	Executive Level 1	99,425	101,414	103,442	105,511
Senior ICT Officer EL 1.2		104,570	106,661	108,795	110,971
Senior ICT Officer EL 1.3		112,122	114,364	116,652	118,985
Specialist Senior ICT Officer EL 2.1	Executive Level 2	120,283	122,689	125,142	127,645
Specialist Senior ICT Officer EL 2.2		128,325	130,892	133,509	136,180
Specialist Senior ICT Officer EL 2.3		136,346	139,073	141,854	144,691
Specialist Senior ICT Officer EL 2.4		142,288	145,134	148,036	150,997

\* Salary on commencement deferred by 6 months by the *Public Service (Terms and Conditions of Employment) (General wage increase deferrals during the COVID-19 pandemic) Determination 2020* dated 9 April 2020.

## Engineers

ACMA Local Des	APS Class	Salary Pre Comm	Salary on Comm*	Salary 12 months from Comm	Salary 24 months from Comm
Cadet Eng Level 2.1	APS Level 2	52,347	53,394	54,462	55,551
Cadet Eng Level 2.2		57,743	58,898	60,076	61,277
Cadet Eng Level 3.1	APS Level 3	59,488	60,678	61,891	63,129
Cadet Eng Level 3.2		60,984	62,204	63,448	64,717
Cadet Eng Level 3.3		64,691	65,985	67,305	68,651
Eng Level 4.1	APS Level 4	66,629	67,962	69,321	70,707
Eng Level 4.2		68,350	69,717	71,111	72,534
Eng Level 4.3		72,425	73,874	75,351	76,858
Eng Level 5.1	APS Level 5	74,241	75,726	77,240	78,785
Eng Level 5.2		76,428	77,957	79,516	81,106
Eng Level 5.3		80,159	81,762	83,397	85,065
Eng Level 6.1	APS Level 6	81,826	83,463	85,132	86,834
Eng Level 6.2		85,918	87,636	89,389	91,177
Eng Level 6.3		92,407	94,255	96,140	98,063
Senior Eng Level 1.1	Executive Level 1	99,425	101,414	103,442	105,511
Senior Eng Level 1.2		104,570	106,661	108,795	110,971
Senior Eng Level 1.3		112,122	114,364	116,652	118,985
Principal Eng Level 2.1	Executive Level 2	120,283	122,689	125,142	127,645
Principal Eng Level 2.2		128,325	130,892	133,509	136,180
Principal Eng Level 2.3		136,346	139,073	141,854	144,691
Principal Eng Level 2.4		142,288	145,134	148,036	150,997

\* Salary on commencement deferred by 6 months by the *Public Service (Terms and Conditions of Employment) (General wage increase deferrals during the COVID-19 pandemic) Determination 2020* dated 9 April 2020.

## Technical Officers

ACMA Local Des	APS Class	Salary Pre Comm	Salary on Comm*	Salary 12 months from Comm	Salary 24 months from Comm
Trainee Tech Off Level 3 Trainee Field (Tech) Off Level 3 Tech Off Level 3 3.1 3.2 3.3	APS Level 3	59,488 60,984 64,691	60,678 62,204 65,985	61,891 63,448 67,305	63,129 64,717 68,651
Tech Off Level 4 Field (Tech) Off Level 4 4.1 4.2 4.3	APS Level 4	66,629 68,350 72,425	67,962 69,717 73,874	69,321 71,111 75,351	70,707 72,534 76,858
Tech Off Level 5 Field (Tech) Off Level 5 5.1 5.2 5.3	APS Level 5	74,241 76,428 80,159	75,726 77,957 81,762	77,240 79,516 83,397	78,785 81,106 85,065
Tech Off Level 6 Field (Tech) Off Level 6 6.1 6.2 6.3	APS Level 6	81,826 85,918 92,407	83,463 87,636 94,255	85,132 89,389 96,140	86,834 91,177 98,063
Senior Tech Off Senior Field (Tech) Off EL 1.1 EL 1.2 EL 1.3	Executive Level 1	99,425 104,570 112,122	101,414 106,661 114,364	103,442 108,795 116,652	105,511 110,971 118,985
Principal Tech Off Principal Field (Tech) Off EL 2.1 EL 2.2 EL 2.3 EL 2.4	Executive Level 2	120,283 128,325 136,346 142,288	122,689 130,892 139,073 145,134	125,142 133,509 141,854 148,036	127,645 136,180 144,691 150,997

\* Salary on commencement deferred by 6 months by the *Public Service (Terms and Conditions of Employment) (General wage increase deferrals during the COVID-19 pandemic) Determination 2020* dated 9 April 2020.

## Lawyer and Graduate

ACMA Local Des	APS Class	Salary Pre Comm	Salary on Comm*	Salary 12 months from Comm	Salary 24 months from Comm
Lawyer 1.1	APS Level 5	74,241	75,726	77,240	78,785
Lawyer 1.2		80,159	81,762	83,397	85,065
Lawyer 1.3	APS Level 6	81,826	83,463	85,132	86,834
Lawyer 1.4		92,407	94,255	96,140	98,063
Senior Lawyer 2.1	Executive Level 1	99,425	101,414	103,442	105,511
Senior Lawyer 2.2		112,122	114,364	116,652	118,985
Senior Lawyer 2.3		123,438	125,907	128,425	130,993
Principal Lawyer 3.1	Executive Level 2	136,346	139,073	141,854	144,691
Principal Lawyer 3.2		142,288	145,134	148,036	150,997

ACMA Local Des	APS Class	Salary Pre Comm	Salary on Comm*	Salary 12 months from Comm	Salary 24 months from Comm
Graduate 1.1	APS Level 3	59,488	60,678	61,891	63,129
Graduate 1.2		64,691	65,985	67,305	68,651
Graduate 1.3	APS Level 4	66,629	67,962	69,321	70,707

\* Salary on commencement deferred by 6 months by the *Public Service (Terms and Conditions of Employment) (General wage increase deferrals during the COVID-19 pandemic) Determination 2020* dated 9 April 2020.

# APPENDIX B

## Supported Wage Employees

B1 In this schedule:

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

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

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

**Relevant minimum wage** means the minimum wage prescribed in the Agreement for the class of work for which an employee is engaged

**Supported Wage System (SWS)** means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the [JobAccess](#) website

**SWS wage assessment agreement** means the document in the form required by the Department of Education, Employment and Workplace Relations that records the employee's productive capacity and agreed wage rate.

B2 Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class for which the employee is engaged under this Agreement, because of the effects of a disability on their productive capacity and who meets the impairment criteria for receipt of a disability support pension.

B3 The schedule does not apply to any existing employee who has a claim against the ACMA which is subject to the provisions of workers compensation legislation or any provision of this Agreement relating to the rehabilitation of employees who are injured in the course of their employment.

B4 Employees to whom this clause applies shall be paid the applicable percentage of the relevant minimum wage according to the following schedule:

Assessed capacity	%of prescribed rate
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%

70%	70%
89%	80%
90%	90%

provided that the minimum amount payable must not be less than the minimum weekly amount prescribed by the Fair Work Commission from time to time.

- B5 Where an employee's assessed capacity is 10%, they must receive a high degree of assistance and support.
- B6 For the purposes of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the SWS by an approved assessor, having consulted the ACMA and the employee, and if the employee so desires, a union which the employee is eligible to join.
- B7 Assessment made under this schedule must be documented in the SWS wage assessment agreement, and retained by the ACMA as a time and wages record in accordance with the Act.
- B8 The assessment of the applicable percentage should be subject to annual review or more frequent review on the basis of a reasonable request for such a review. The process must be in accordance with the procedures for assessing capacity under the SWS.
- B9 Where an assessment has been made, the applicable percentage will apply to the relevant wage only. Employees covered by the provisions of the schedule will be entitled to the same terms and conditions of employment as all other workers covered by this Agreement paid on a pro rata basis.
- B10 In order for an adequate assessment of the employee's capacity to be made, the ACMA may employ a person under the provisions of this schedule for a Trial Period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding 4 weeks) may be needed.
- B11 During that Trial Period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
- B12 The minimum amount payable to the employee during the Trial Period must be no less than the minimum weekly amount prescribed by the Fair Work Commission from time to time.
- B13 Work trials should include induction or training as appropriate to the job being trialed.
- B14 Where the ACMA and the employee wish to establish a continuing employment relationship following the completion of the Trial Period, a further contract of employment will be entered into based on the outcome of the assessment under B6.