

**Australian Communications and Media Authority
Enterprise Agreement 2024-2027**

PROPOSED

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Section 1: Technical matters

Title

1. This agreement will be known as the ACMA Enterprise Agreement 2024-2027.

Parties to the agreement

2. The agreement covers:
 - 2.1. the Chair, for and on behalf of the Commonwealth of Australia as the employer;
 - 2.2. all employees in the ACMA employed under the PS Act other than Senior Executive Service employees or equivalent; and
 - 2.3. subject to notice being given in accordance with section 183 of the FW Act, the following employee organisations which were a bargaining representative for this agreement:
 - 2.3.1. Community and Public Sector Union;
 - 2.3.2. Professionals Australia; and
 - 2.3.3. Communications Workers Union.

Operation of the agreement

3. This agreement will commence operation seven days after approval by the Fair Work Commission.
4. This agreement will nominally expire on 28 February 2027.

Delegations

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

National Employment Standards (NES) precedence

6. The terms of this agreement are intended to apply in a manner that does not derogate from the NES. The NES will continue to apply to the extent that any term of this agreement is detrimental to an employee of the ACMA in any respect when compared with the NES.

Closed comprehensive agreement

7. This agreement states the terms and conditions of employment of employees covered by this agreement, other than terms and conditions applying under relevant Commonwealth laws.

8. This agreement will be supported by policies and guidelines, as implemented and varied from time to time.
9. Policies and guidelines are not incorporated into and do not form part of this agreement. To the extent that there is any inconsistency between policies and guidelines and the terms of this agreement, the terms of this agreement will prevail.

Individual flexibility arrangements

10. The ACMA and an employee covered by this agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - 10.1. the agreement deals with one or more of the following matters:
 - 10.1.1. arrangements about when work is performed;
 - 10.1.2. overtime rates;
 - 10.1.3. penalty rates;
 - 10.1.4. allowances;
 - 10.1.5. remuneration; and
 - 10.1.6. leave and leave loading; and
 - 10.2. the arrangement meets the genuine needs of the ACMA and the employee in relation to one or more of the mentioned in clause 10.1; and
 - 10.3. the arrangement is genuinely agreed to by the ACMA and the employee.
11. The agency must ensure that the terms of the individual flexibility arrangement:
 - 11.1. are about permitted matters under section 172 of the FW Act;
 - 11.2. are not unlawful terms under section 194 of the FW Act; and
 - 11.3. result in the employee being better off overall than the employee would be if no arrangement was made.
12. The ACMA must ensure that the individual flexibility arrangement:
 - 12.1. is in writing;
 - 12.2. includes the name of the ACMA and the employee;
 - 12.3. is signed by the ACMA and the employee and, if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - 12.4. includes details of:
 - 12.4.1. the terms of the enterprise agreement that will be varied by the arrangement;
 - 12.4.2. how the arrangement will vary the effect of the terms;
 - 12.4.3. how the employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
 - 12.5. states the day on which the arrangement commences.

13. The ACMA must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
14. The ACMA or employee may terminate the individual flexibility arrangement:
 - 14.1. by giving no more than 28 days written notice to the other party to the arrangement;
or
 - 14.2. if the ACMA and employee agree in writing - at any time.
15. The ACMA and employee are to review the individual flexibility arrangement at least every 12 months.

Definitions

16. The following definitions apply to this agreement:

APS agency means an agency whose employees are employed under the PS Act, including an agency as defined in section 7 of the PS Act whose employees are employed under that Act.

APS consultative committee means the committee established by the APS Commissioner to consider matters pertaining to the (APS) employment relationship and of interest to the APS as a whole.

Agency Head means the Chair of the Australian Communications and Media Authority (ACMA) or the Chair's delegate.

Agreement means the Australian Communications and Media Authority Enterprise Agreement 2024-2027.

APS means the Australian Public Service.

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

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

Broadband refers to the allocation of more than one approved classification by the Chair to a group of duties involving work value applying to more than one classification under sub-rule 9(4) of the *Public Service Classification Rules 2000*. A broadband encompasses the full range of work value of the classifications contained within it.

Casual employee (irregular or intermittent employee) means an employee engaged under section 22(2)(c) of the PS Act who:

- a. is a casual employee as defined by the FW Act; and
- b. works on an irregular or intermittent basis.

Chair means the Chair and Agency Head of the Australian Communications and Media Authority.

Classification or classification level means the approved classifications as set out in rule 5 of the *Public Service Classification Rules 2000*.

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

Consumer Price Index (CPI) means the CPI for all Groups CPI indices as published by the Australian Bureau of Statistics to 30 June of each year.

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

Delegate means someone to whom a power or function has been delegated.

Dependant means the employee's spouse or de facto partner, a child, parent or aged relative of the employee or the employee's spouse or de facto partner, who ordinarily lives with the employee and who is substantially dependent on the employee. Dependant also includes a child of the employee who does not ordinarily live with the employee but for whom the employee provides substantial financial support.

Employee means an employee of the Commonwealth engaged under section 22(2) of the PS Act who is covered by this agreement (whether full-time, part-time, or casual, ongoing, or non-ongoing).

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

Executive Level refers to the classifications of Executive Level 1 and Executive Level 2 (or equivalent)

Family means:

- a. a spouse, former spouse, de facto partner or former de facto partner of the employee;
- b. a child, parent, grandparent, grandchild, or sibling of the employee;
- c. a child, parent, grandparent, grandchild, or sibling of a spouse, former spouse, de facto partner or former de facto partner of the employee;
- d. a member of the employee's household;
- e. a person with whom the employee has a relationship of traditional kinship where there is a relationship or obligation, under customs and traditions of the community or group to which the employee belongs; or
- f. any other person that the Chair is satisfied has a close relationship with the employee.

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

Full-time employee means an employee employed to work an average of 37 hours and 30 minutes per week in accordance with this agreement.

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

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

ML Act means the *Maternity Leave (Commonwealth Employees) Act 1973* as amended from time to time and any successor legislation.

Month means a calendar month.

NAIDOC refers to the National Aboriginal and Islander Day Observance Committee.

National Consultative Forum (NCF) refers to a formal forum providing a mechanism to facilitate communication and consultation with employees and their representatives about the implementation and operation of this agreement and general employment matters.

Non-ongoing employee means an employee engaged under section 22(2)(b) of the PS Act for a specified term or for the duration of a specified task, and consistent with FW Act.

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

Ongoing employee means an employee engaged under section 22(2)(a) of the PS Act.

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

Parliamentary service means employment under the *Parliamentary Service Act 1999*.

Partner means a spouse or de facto partner.

Part-time employee means an employee whose ordinary hours are less than 37 hours and 30 minutes per week in accordance with this agreement.

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

PS Act means the *Public Service Act 1999* as amended from time to time.

Registered health professional refers to 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.

Relevant employee means an affected employee.

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

TOIL means time off in lieu.

Workplace refers to the location where duties are performed. This can include an ACMA vehicle.

Usual location of work

17. The employee's usual place of work will be the designated office location identified in the employee's letter of offer or other engagement documentation. If no designated office location was specified on engagement, the Chair may specify a designated office location, or other location, by advising the employee in writing.
18. The Chair and employee may agree to vary the employee's designated office location on a temporary or permanent basis.

PROPOSED

Section 2: Remuneration

Salary

19. Salary rates will be as set out in Attachment A - Base salaries of this agreement.
20. The base salary rates in Attachment A - Base salaries include the following increases:
 - 20.1. 4.0 per cent from the first full pay period on or after 1 March 2024 (14 March 2024);
 - 20.2. 3.8 per cent from the first full pay period on or after 1 March 2025 (13 March 2025); and
 - 20.3. 3.4 per cent from the first full pay period on or after 1 March 2026 (12 March 2026).
21. In recognition of a common alignment date of the first full pay period on or after 1 March each year, the base salary rates in Attachment A - Base salaries were calculated based on base salary rates as at 31 August 2023.

Payment of salary

22. Employees will be paid fortnightly in arrears by electronic funds transfer into a financial institution account of the employee's choice, based on their annual salary using the following formula:

$$\text{Fortnightly salary} = \frac{\text{Annual salary} \times 12}{313}$$

Note: This formula is designed to achieve a consistent fortnightly pay rate without significant variability year-to-year. It reflects that the calendar year is not neatly divisible into 26 fortnightly periods. There are 313 fortnightly pay cycles within a 12-year period.

Salary sacrifice arrangements

23. Salary sacrifice arrangements will be available to all employees covered by this agreement. If salary sacrifice arrangements are provided by the ACMA, the only cost to the employee will be any banking charges imposed by the ACMA payroll provider.

Salary setting

24. Where an employee is engaged, moves to, or is promoted in the ACMA, the employee's salary will be paid at the minimum of the salary range of the relevant classification, unless the Chair determines a higher salary within the relevant salary range under these provisions.
25. The Chair may determine the payment of salary at a higher value within the relevant salary range of the relevant classification and the date of effect at any time.
26. In determining a salary under these provisions, the Chair will have regard to a relevant factors including the employee's experience, qualifications, and skills.
27. Where an employee commences ongoing employment in the ACMA immediately following a period of non-ongoing employment in the ACMA, the Chair will determine the employee's

salary within the relevant salary range of the relevant classification which recognises the employee's prior service as a non-ongoing employee in the ACMA.

28. Where an employee commences ongoing employment in the ACMA immediately following a period of casual employment in the ACMA, the Chair will determine the employee's salary within the relevant salary range of the relevant classification which recognises the employee's prior service as a casual employee in the ACMA.
29. Where an APS employee moves to the ACMA at level from another APS agency, and their salary is above the maximum of the salary range for their classification, the Chair will maintain the employee's salary at that level, until it is absorbed into the salary range for that classification.
30. Where the Chair determines that an employee's salary has been incorrectly set, the Chair may determine the correct salary and the date of effect.

Incremental advancement

Substantive incremental advancement

31. Employees will advance to the next highest pay point for their substantive classification (where possible) on 1 August where they have:
 - 31.1. performed at least 3 months of aggregate eligible ACMA service at or above their substantive classification during the annual performance cycle; and
 - 31.2. been assessed in their annual performance review as having at least satisfactory performance (as defined in the Performance and Development Framework).
32. An employee who is below the maximum salary point for their substantive classification may advance 2 salary points (where possible) on 1 August, subject to a demonstrated exceptionally high degree of performance (as defined in the Performance and Development Framework) during the annual performance cycle.

Higher duties incremental advancement

33. Employees (excluding ACMA Graduates) will advance to the next highest pay point for their acting classification (where possible) on 1 August where they have:
 - 33.1. performed at least 6 months of aggregate eligible ACMA service at or above their acting classification during the annual performance cycle; and
 - 33.2. been assessed in their annual performance review as having at least satisfactory performance (as defined in the Performance and Development Framework) at the higher classification.
34. 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.
35. Salary progression while acting at a higher classification will be retained for future acting duties at, or promotion to, that classification regardless of elapsed time.

Eligible service for pay point advancement

36. Eligible ACMA service for salary progression will include:
 - 36.1. periods of paid and unpaid parental leave;
 - 36.2. periods of unpaid leave that count as service; and
 - 36.3. service while employed on a non-ongoing basis.
37. During a period of unpaid parental leave an employee will be eligible to advance a maximum of one pay point, regardless of the length of unpaid parental leave.
38. During a period of higher duties, an employee will continue to receive payment at a higher APS classification level while on paid leave and on public holidays.
39. Casual employees are not eligible for incremental advancement.

Unsatisfactory performance

40. 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 Performance and Development Framework, on or before 31 December of the same year the employee will advance one salary point on and from the date they are assessed as meeting expectations.

Superannuation

41. The ACMA will make compulsory employer contributions as required by the applicable legislation and fund requirements.
42. Employer superannuation contributions will be paid on behalf of employees during periods of paid leave that count as service.
43. The ACMA will make employer superannuation contributions to any eligible superannuation fund, provided that it accepts payment by fortnightly electronic funds transfer (EFT) using a file generated by the ACMA's payroll system.

Method for calculating superannuation salary

44. The ACMA will provide an employer contribution of 15.4 per cent of the employee's Fortnightly Contribution Salary (FCS) for employees in the Public Sector Superannuation Accumulation Plan (PSSap) and employees in other accumulation superannuation funds.
45. Employer contributions will be made for all employees covered by this agreement.
46. Employer contributions will not be reduced by any other contributions made through salary sacrifice arrangements.

Payment during unpaid parental leave

47. Employer contributions will be paid on periods of unpaid parental leave in accordance with the requirements of the PSSap fund where the employee is a member of the PSSap, and up to a maximum of 52 weeks where the employee is a member of an accumulation fund other than PSSap .

Overpayments

48. An overpayment occurs if the Chair (or the ACMA) provides an employee with an amount of money to which the employee was not entitled (including but not limited to salary, entitlements, allowances, travel payment and/or other amount payable under this agreement).
49. Where the Chair considers that an overpayment has occurred, the Chair will provide the employee with notice in writing. The notice will provide details of the overpayment.
50. If an employee disagrees that there has been an overpayment including the amount of the overpayment, they will advise the Chair in writing within 28 calendar days of receiving the notice. In this event, no further action will be taken until the employee's response has been reviewed.
51. If after considering the employee's response (if any), the Chair confirms that an overpayment has occurred, the overpayment will be treated as a debt to the Commonwealth that must be repaid to the agency in full by the employee.
52. The Chair and the employee will discuss a suitable recovery arrangement. A recovery arrangement will take into account the nature and amount of the debt, the employee's circumstances and any potential hardship to the employee. The arrangement will be documented in writing.
53. The ACMA and employee may agree to make deduction from final monies where there is an outstanding payment upon cessation of employment.
54. Interest will not be charged on overpayments.
55. Nothing in clause 48 to 54 prevents:
 - 55.1. the ACMA from pursuing recovery of the debt in accordance with an Accountable Authority Instruction issued under the *Public Governance, Performance and Accountability Act 2013*;
 - 55.2. the ACMA from pursuing recovery of the debt through other available legal avenues; or
 - 55.3. the employee or the ACMA from seeking approval to waive the debt under the *Public Governance, Performance and Accountability Act 2013*.

Supported wage system

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

- 56.1. have a disability;
 - 56.2. meet the criteria for a Disability Support Pension; and
 - 56.3. are unable to perform duties to the capacity required.
57. Specific conditions relating to the supported wage system are detailed in Attachment B - Supported Wage System.

PROPOSED

Section 3: Allowances and reimbursements

Higher duties allowance

58. Where a role needs to be filled for 1 or more working weeks, higher duties allowance will be paid to any employee temporarily occupying the role acting at a classification level higher than their substantive classification level.
59. Higher duties allowance will be equal to the difference between the employee's current salary and the salary that would be payable if they were promoted to the higher classification level, or a higher amount determined by the Chair.
60. Where an employee is found to be eligible for salary progression at their acting classification level they will receive an appropriate increase in the rate of higher duties allowance. The employee's salary level will be retained for all future periods of acting regardless of elapsed time
61. Where an employee is assigned only part of the higher duties, the Chair will determine the amount of allowance payable.
62. Higher duties allowance will be payable while an employee is acting at a higher classification level as part of a job sharing arrangement where the duration of the arrangement is at least 1 working week.
63. The Chair may shorten the qualifying period for higher duties allowance on a case-by-case basis.
64. Where an employee covered by this agreement is temporarily assigned duties at the Senior Executive Service (SES) classification level for a period of 10 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.

Vacation childcare

65. Employees with children aged between 5 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 \$19.85 per day per family, provided that the employee is not on annual leave.
66. The amount will be adjusted on 1 August 2024, 1 August 2025 and 1 August 2026, aligned with the Consumer Price Index (CPI).

Professional association membership

67. The ACMA will support an employee to obtain and/or maintain professional association memberships and/or accreditations where the professional association is relevant to their role, or where this is otherwise required under State/Territory or Commonwealth law.

- 68. The employee will be provided with:
 - 68.1. access to relevant training on work time; and/or
 - 68.2. on application, the reasonable costs of:
 - 68.2.1. registration and annual membership fees; and
 - 68.2.2. continuing professional development (CPD).
- 69. Paid directly to the supplier or via reimbursement to the employee these may include:
 - 69.1. paid professional fees (for example, registration assessments, yearly registrations, and memberships) and subscriptions; and/or
 - 69.2. CPD resources and activities (for example, certificate fees, payment for relevant reference material, and fees for courses, seminars and conferences, including reasonable accommodation and travel costs).
- 70. This CPD support will be provided to an employee where the Chair:
 - 70.1. requires an employee to hold professional association membership, as a condition of their engagement and ongoing employment and the employee is eligible to hold professional qualifications and professional registration; or
 - 70.2. currently supports the payment of professional memberships and or accreditations for the professional employee; or
 - 70.3. after commencement, later assigns them work, on either a temporary or ongoing basis, because they possess a qualification and/or a specific professional registration that is required for, or is relevant for, performing that work; or
 - 70.4. determines that a qualification and/or specific professional registration possessed by an employee is mandatory qualification for the purposes of being eligible to receive CPD support.
- 71. CPD support may be provided to other employees at the discretion of the Chair i.e. for employees where professional association membership is not a requirement of their role.
- 72. Employees are able to choose the industry or professional body of their choice and will not be directed towards a preferred provider, subject to the membership and accreditation being relevant to the employee's role.

Loss or damage to clothing or personal effects

- 73. 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 the performance of an employee's duties.

Workplace responsibility allowances

- 74. A workplace responsibility allowance will be paid to employees who are appointed or elected to one of the following roles:

- 74.1. First Aid Officer;
 - 74.2. Health and Safety Representative;
 - 74.3. Emergency Warden;
 - 74.4. Harassment Contact Officer; and
 - 74.5. Mental Health First Aid Officer.
75. An employee will not receive more than one workplace responsibility allowance unless approved by the Chair due to operational requirements.
76. The workplace responsibility allowance will be:

Rate from commencement of agreement	Rate from 13 March 2025	Rate from 12 March 2026
\$31.81 per fortnight	\$33.02 per fortnight	\$34.14 per fortnight

77. As a salary-related allowance, this value will continue to be increased in line with headline wage increases. These increases are incorporated in the table above.
78. The full allowance is payable regardless of flexible work and part-time arrangements.
79. An employee's physical availability to undertake the role will be considered by the ACMA when appointing and reappointing employees to these roles. This is noting that not all workplace responsibility roles will necessarily require a physical presence in the workplace for the role to be successfully undertaken, such as Harassment Contact Officers, Mental First Aid Officers and Health and Safety Representatives depending on work group arrangements.
80. Casual employees who are eligible to receive a workplace responsibility allowance will be paid the full amount, as varied from time to time, provided they engage in work during any given pay cycle, irrespective of the frequency and duration of the work undertaken.

Community language allowance

81. A community language allowance will be paid where the Chair determines that an employee is regularly required to use their ability to communicate in Braille or a language other than English (including First Nations languages and AUSLAN) in the course of their work, and the employee meets the required level of competency set by the Chair. Further information is included in policy.
82. The allowance is paid in accordance with the employee's level of competency:

Community language allowance rates

Rate	Standard	Rate from commencement of agreement	Rate from 13 March 2025	Rate from 12 March 2026
1	An employee who has adequate language skills, as determined by an individual or body approved by the Chair, for simple communication.	\$1,435 per annum	\$1,490 per annum	\$1,541 per annum
2	An employee who is certified by the National Accreditation Authority for Translators and Interpreters (NAATI) as a Translator or Interpreter at any level; or is assessed to be at the equivalent level by an individual or body approved by the Chair.	\$2,870 per annum	\$2,979 per annum	\$3,080 per annum

- 83. The allowance is calculated annually and paid fortnightly.
- 84. The full allowance is payable regardless of flexible work and part-time arrangements.
- 85. The allowance is payable during periods of paid leave.
- 86. The allowance counts as salary for superannuation purposes and for calculating retirement and redundancy entitlements.

Section 4: Classifications and broadbands

Work level standards

87. The APS Work Level Standards continue to operate and describe the work at each of the classification levels in this agreement, consistent with the *Public Service Classification Rules 2000*, made in accordance with section 23 of the PS Act.

Graduates

88. Employees recruited to participate in the ACMA Graduate Development Program, will commence at the APS 4 classification and receive salary at the minimum salary point of that classification. The Chair may authorise payment of salary to a graduate above the minimum pay point of the APS 4 classification, having regard to the experience and skills of the employee.
89. When the Chair is satisfied that an employee has successfully completed the ACMA Graduate Development Program they will progress to the APS 5 classification at the minimum pay point.

Broadbands

90. This agreement provides for the following broadbanded arrangements:

APS Levels 1 and 2
APS Levels 3 and 4
APS Levels 5 and 6
Lawyer and Senior Lawyer
ACMA Graduate (APS 4 equivalent) and APS Level 5

91. The ability to progress within broadbanded classification levels (excluding ACMA Graduates) will be subject to the appropriate manager certifying that:
- 91.1. there is sufficient ongoing work required to be performed at the next or a higher classification level within the broadband;
- 91.2. the employee currently assigned to the duties has demonstrated the required capabilities for advancement to that classification level; and
- 91.3. their performance has been assessed as satisfactory, as defined in the Performance and Development Framework.

Local designations

92. The following table provides the correlation between APS/Executive Level Classifications and ACMA Local Designations:

ACMA Local Designation	APS/Executive Level Classifications
Cadet Engineer Level 2	APS Level 2
Cadet Engineer Level 3 Trainee Technical Officer Level 3 Trainee Field Technical Level 3 Officer	APS Level 3
Engineer Level 4 Technical Officer Level 4 Field Technical Officer Level 4 ICT Officer 4 ACMA Graduate	APS Level 4
Engineer Level 5 Technical Officer Level 5 Field Technical Officer Level 5 ICT Officer 5	APS Level 5
Engineer Level 6 Technical Officer Level 6 Field Technical Officer Level 6 ICT Officer 6	APS Level 6
Senior Engineer Senior Technical Officer Senior Field Technical Officer Senior ICT Officer	Executive Level 1
Principal Engineer Principal Technical Officer Principal Field Technical Officer Specialist Senior ICT Officer	Executive Level 2

Section 5: Working hours and arrangements

Job security

Commitment to ongoing employment and rebuilding APS capacity

93. The APS is a career-based public service. In its engagement decisions, the ACMA recognises that the usual basis for engagement is as an ongoing APS employee.

Reporting

94. The ACMA will report to the NCF on an annual basis, or more frequently if agreed, on the number, duration, classification, and location of ongoing, non-ongoing and casual employees engaged by the ACMA.

Pathways to permanency

95. The ACMA and the APS will comply with the casual conversion provision(s) of the FW Act. In addition, the ACMA recognises that a proactive approach, including regularly reviewing casual and non-ongoing arrangements, is both a fair and efficient approach to supporting ongoing employment as the usual form of employment.

Casual (irregular or intermittent) employment

96. A casual (irregular or intermittent) employee is defined in the definitions section.
97. A decision to expand the use of casual employees is subject to Section 10 of this agreement.
98. The ACMA will regularly review the working arrangements of casual employees to assess if they are genuinely performing irregular or intermittent duties, and report de-identified outcomes to the NCF.
99. Remuneration for casual employees is on an hourly basis. A casual employee will receive a 25 per cent loading on the base hourly rate of their classification as set out in this agreement.
100. The casual loading is paid in lieu of payment for public holidays not worked, notice of termination of employment, redundancy benefits and all paid leave entitlements, other than leave required by legislation including long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976* and leave for family and domestic violence support.
101. A casual employee will be engaged for a minimum of 3 hours per engagement or shall be paid for a minimum of 3 hours at the appropriate casual rate.
102. A casual employee who is eligible for a Workplace Responsibility Allowance will be paid the full amount.

Non-ongoing employment

103. A non-ongoing employee is defined in the definitions section.

104. Non-ongoing employees will generally have the same terms and conditions of employment as ongoing employees under this agreement's terms, except:
- 104.1. personal/carer's leave accrual at clause 202; and
 - 104.2. redundancy provisions at Section 10 subject to clause 105.
105. If the non-ongoing employee's contract is not permitted by section 333E of the FW Act, then the redundancy provisions at Section 10 will apply.
106. If the redundancy provisions apply to an employee under clause 105, the agency must adhere to the consultation requirements at Section 10.

Working hours

107. The standard ordinary hours of duty for a full-time employee is 7 hours and 30 minutes per day to be worked from 8:30 am to 12:30 pm and 1:30 pm to 5:00 pm, Monday to Friday. For a part-time employee, standard hours are as specified in the employee's part-time work agreement.
108. The standard span of hours during which employees may work their standard ordinary hours of duty is 7.00 am to 7.00 pm, Monday to Friday.
109. Employees must not work for more than 5 consecutive hours without a break of at least 30 minutes.

Flex for APS 1-6 classifications

110. Flex is a system that entitles APS level 1-6 employees to set a documented pattern of attendance at work, subject to the provisions of clauses 111 to 115.
111. Employees must receive prior approval to access flex leave.
112. 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 4 weeks.
113. 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 not to count as service.
114. An employee may, subject to the approval of their manager, take up to 5 days' flex credit as leave consecutively in a settlement period.
115. Employees eligible for the flex scheme must not work more than 10 hours ordinary duty on any one day.

Reversion to Standard Hours

116. Access to arrangements under clauses 110 to 115 will not apply for a specified period in circumstances where the Chair considers that:
- 116.1. an employee's attendance is unsatisfactory; and/or
 - 116.2. an employee is misusing the arrangements.

117. The decision to revert to standard hours, whether they are standard ordinary hours 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.
118. Access to flex arrangements will be restored where the Chair is satisfied that there has been satisfactory resolution of the issue of concern.

Executive Level Time Off in Lieu (EL TOIL)

119. Executive level (EL) employees are sometimes required to work reasonable additional hours. Consistent with the NES, employees may refuse to work unreasonable additional hours.
120. EL employees seeking to access TOIL are required to keep records of their working hours using a method determined by the ACMA.
121. A manager is to grant TOIL in recognition of reasonable additional hours worked. TOIL granted to employees can be taken as whole or part days.
122. The working arrangements for an EL employee should be agreed through discussion between the manager and the EL employee. The discussion should include consideration of the work requirements that will safely get the job done and reasonably allow the employee to balance their work and personal life.
123. An EL employee's working arrangements and actual hours worked should be discussed on at least a quarterly basis between the EL employee and their manager.
124. The pattern of hours is to be flexible enough to accommodate short-term peaks and troughs in workload, and include expected reasonable additional hours. The agreed pattern of hours is to be recorded.
125. Requests from EL employees to access flexible time off which are consistent with their agreed working arrangements are to be supported, subject to operational requirements.

Overtime, restriction and emergency duty

Overtime

126. Subject to section 62 of the FW Act, an APS level 1-6 employee may be directed to perform overtime, including outside of standard ordinary hours. An employee may refuse where the hours are unreasonable.
127. Overtime, once directed, is work performed:
 - 127.1 outside standard ordinary hours of duty (clause 108); or
 - 127.2 in excess of 10 hours on any one day; or
 - 127.3 on a weekend or public holiday; or
 - 127.4 in addition to the ordinary hours prescribed in a part-time employee's part-time work agreement.

128. An employee cannot claim flex credits and receive an overtime payment in respect of the same hours.
129. An eligible employee has the option of either being paid overtime or taking TOIL at a time agreed by the employee and manager and subject to operational requirements.
130. The rates used in calculating payment or TOIL for overtime are:
- 130.1 Monday to Saturday - time and one half for the first 3 hours each day and double time thereafter;
 - 130.2 Sundays - double time;
 - 130.3 Public holidays - an additional payment of time and a half will apply for the first 7 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.
131. The minimum period of payment or TOIL for overtime where overtime is not continuous with ordinary duty is one hour.
132. Travel to and from the workplace for overtime duty is not included in the calculation of the overtime payment or TOIL.
133. An employee is required to have a break of at least 8 hours (plus reasonable travel time) between finishing 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 8 hour break, the employee will be paid double time until ceasing duty.
134. Under exceptional circumstances, the Chair may direct an Executive Level employee to perform overtime in line with clause 127. An Executive level employee may refuse where the hours are unreasonable.

Restriction

135. 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.
136. 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 or TOIL is being claimed.
137. The restriction allowance payments for each hour restricted are:
- 137.1 Monday to Friday - 7.5 per cent of the hourly rate of salary;
 - 137.2 Saturday and Sunday - 10 per cent of the hourly rate of salary; and
 - 137.3 Public holidays - 15 per cent of the hourly rate of salary.

Emergency duty

138. An employee who is not an Executive Level (or equivalent) employee will be paid emergency duty if the employee:

- 138.1 is recalled to duty to respond to an emergency at a time that they would not normally have been on duty; and
- 138.2 was not given notice that they would be recalled before they ended work for the day.
139. Payment for emergency duty will include travel time to and from emergency duty
140. The minimum payment for emergency duty will be 2 hours at double-time for each recall on a weekday or a Saturday. On Sundays and public holidays the minimum payment will be 3 hours at double-time for the first attendance and 2 hours at double-time for each subsequent attendance.
141. 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.
142. An employee who works a period of emergency duty of more than 3 hours (not including travelling time), is entitled to an 8 hour break before resuming duty. Payment at double-time for hours worked following emergency duty will continue until the employee has had an 8 hour break.
143. An employee who works a period of emergency duty of at least 3 hours will receive meal allowances as described in clause 146.

Meal allowance

144. An APS level 1 to 6 employee who works 3 hours overtime or emergency duty on any day will receive a meal allowance. If an employee works a further 5 hours of overtime they will receive an additional meal allowance as described in clause 146.
145. 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 as described in clause 146.
146. The meal allowance rate will be \$30.36 and will be adjusted on 1 August 2024, 1 August 2025 and 1 August 2026, aligned with the Consumer Price Index (CPI).

Flexible working arrangements

147. The ACMA, employees and their union recognise:
- 147.1 the importance of an appropriate balance between employees' personal and working lives, and the role flexible working arrangements can play in helping to achieve this balance;
- 147.2 access to flexible work can support strategies to improve diversity in employment and leadership in the APS;
- 147.3 access to flexible work supports APS capability, and can assist in attracting and retaining the employees needed to deliver for the Australian community, including employees located at a wider range of locations;

- 147.4 that flexibility applies to all roles in the ACMA, and different types of flexible working arrangements may be suitable for different types of roles or circumstances; and
- 147.5 requests for flexible working arrangements are to be considered on a case-by-case basis, with a bias towards approving requests.
- 148. The ACMA is committed to engaging with employees and their union to build a culture that supports flexible working arrangements across the ACMA at all levels. This may include developing and implementing strategies through the NCF.
- 149. Flexible working arrangements include, but are not limited to, changes in hours of work, changes in patterns of work and changes in location of work.

Requesting formal flexible working arrangements

- 150. The following provisions do not diminish an employee's entitlement under the NES.
- 151. An employee may make a request for a formal flexible working arrangement.
- 152. The request must:
 - 152.1 be in writing;
 - 152.2 set out details of the change sought (including the type of arrangement sought and the proposed period the arrangement will operate for); and
 - 152.3 set out the reasons for the change, noting the reasons for the change may relate to the circumstances set out at section 65(1A) of the FW Act.
- 153. The Chair must provide a written response to a request within 21 days of receiving the request.
- 154. The response must:
 - 154.1 state that the Chair approves the request and provide the relevant detail in clause 155; or
 - 154.2 if following discussion between the ACMA and the employee, the agency and the employee agree to a change to the employee's working arrangements that differs from that set out in the request - set out the agreed change; or
 - 154.3 state that the Chair refuses the request and include the following matters:
 - 154.3.1 details of the reasons for the refusal; and
 - 154.3.2 set out the ACMA's particular business grounds for refusing the request, explain how those grounds apply to the request; and
 - 154.3.3 either:
 - 154.3.3.1 set out the changes (other than the requested change) in the employee's working arrangements that would accommodate, to any extent, the employee's circumstances outlined in the request and that the agency would be willing to make; or
 - 154.3.3.2 state that there are no such changes; and

- 154.3.4 state that a decision to refuse the request, or failure to provide a written response within 21 days is subject to the dispute resolution procedures of the enterprise agreement, and if the employee is an eligible employee under the FW Act, the dispute resolution procedures outlined in sections 65B and 65C of the FW Act.
- 155. Where the Chair approves the request, this will form an arrangement between the agency and the employee. Each arrangement must be in writing and set out:
 - 155.1 any security and work health and safety requirements;
 - 155.2 a review date (subject to clause 159); and
 - 155.3 the cost of establishment (if any).
- 156. The Chair may refuse to approve the request only if:
 - 156.1 the ACMA has discussed the request with the employee; and
 - 156.2 the ACMA has genuinely tried to reach an agreement with the employee about making changes to the employee's working arrangements to accommodate the employee's circumstances (subject to any reasonable business grounds for refusal); and
 - 156.3 the ACMA and the employee have not reached such an agreement; and
 - 156.4 the ACMA has had regard to the consequences of the refusal for the employee; and
 - 156.5 the refusal is on reasonable business grounds.
- 157. Reasonable business grounds include, but are not limited to:
 - 157.1 the new working arrangements requested would be too costly for the ACMA;
 - 157.2 there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested;
 - 157.3 it would be impractical to change the working arrangements of other employees, or to recruit new employees, to accommodate the new working arrangements requested;
 - 157.4 the new working arrangements requested would be likely to result in a significant loss in efficiency or productivity;
 - 157.5 the new working arrangements requested would be likely to have a significant negative impact on customer service; and
 - 157.6 it would not be possible to accommodate the working arrangements without significant changes to security requirements, or where work health and safety risks cannot be mitigated.
- 158. For First Nations employees, the ACMA must consider connection to country and cultural obligation in responding to requests for altering the location of work.
- 159. Approved flexible working arrangements will be reviewed by the ACMA and the employee after 12 months, or a shorter period, if agreed by the employee. This is to ensure the effectiveness of the arrangement.

Varying, pausing or terminating flexible working arrangements

- 160. An employee may request to vary an approved flexible working arrangement in accordance with clause 152. An employee may request to pause or terminate an approved flexible working arrangement.
- 161. The Chair may vary, pause or terminate an approved flexible working arrangement on reasonable business grounds, subject to clause 163.
- 162. The agency must provide reasonable notice if varying, pausing or terminating a flexible working arrangement without the agreement of the employee, having regard to the circumstances of the employee. Exceptions to this requirement are urgent and critical operational circumstances or an employee's demonstrated and repeated failure to comply with the agreed arrangements.
- 163. Prior to the Chair varying, pausing or terminating the arrangement under clause 161, the ACMA must have:
 - 163.1 discussed with the employee their intention to vary, pause or terminate the arrangement with the employee;
 - 163.2 genuinely tried to reach an agreement with the employee about making changes to the employee's working arrangements to accommodate the employee's circumstances (subject to any reasonable business grounds for alteration);
 - 163.3 had regard to the consequences of the variation, pause or termination for the employee;
 - 163.4 ensured the variation, pause or termination is on reasonable business grounds; and
 - 163.5 informed the employee in writing of the variation, pause or termination to the approved flexible working arrangement, including details set out in clause 154.3.

Working from home

- 164. The ACMA will not impose caps on groups of employees on the time that may be approved to work from home or remotely, with each request to be considered on its merits.
- 165. The ACMA may provide equipment necessary for, or reimbursement, for all or part of the costs associated with establishing a working from home arrangement.
- 166. An employee working from home is covered by the same employment conditions as an employee working at an office site under this agreement.
- 167. The ACMA will provide employees with guidance on working from home safely.
- 168. Employees will not be required by the ACMA to work from home unless it is lawful and reasonable to do so. This may include where circumstances prevent attendance at an office during a pandemic or natural disaster. In these situations, the ACMA will consider the circumstances of the employees and options to achieve work outcomes safely.

Ad-hoc arrangements

- 169. Employees may request ad-hoc flexible working arrangements. Ad-hoc arrangements are generally one-off or short-term arrangements for circumstances that are not ongoing.

170. Employees should, where practicable, make the request in writing and provide as much notice as possible.
171. Requests for ad-hoc arrangements are not subject to the request and approval processes detailed in clauses 150-159.
172. The ACMA should consider ad-hoc requests on a case-by-case basis, with a bias to approving ad-hoc requests, having regard to the employee's circumstances and reasonable business grounds.
173. Where a regular pattern of requests for ad-hoc arrangements from an employee emerges, the ACMA should consider whether it is appropriate to seek to formalise the arrangement with the employee.

Altering span of hours

174. An employee may request to work an alternative regular span of hours (bandwidth hours). If approved by the Chair, hours worked on this basis will be treated as regular working hours and will not attract overtime payments. The ACMA will not request or require that any employee alter their regular span of hours (bandwidth hours) under these provisions.

Part-time work

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

Christmas closedown

177. 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.
178. 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 or long service 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).
179. There will be no deduction from an employee's annual leave credits for the closedown period.

Public holidays

180. Employees are entitled to the following holidays each year as observed at their normal work location in accordance with the FW Act:
 - 180.1 1 January (New Year's Day);

- 180.2 26 January (Australia Day);
- 180.3 Good Friday and the following Monday;
- 180.4 25 April (Anzac Day);
- 180.5 the King's birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory);
- 180.6 25 December (Christmas Day);
- 180.7 26 December (Boxing Day); and
- 180.8 any other day, or part day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a public holiday, other than a day or part day, or a kind of day or part day, that is excluded by the *Fair Work Regulations 2009* from counting as a public holiday.
181. If a public holiday falls on a Saturday or Sunday, and if under a State or Territory law, a day or part day is substituted for one of the public holidays listed above, then the substituted day or part day is the public holiday.
182. 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.
183. The Chair and an employee may agree to substitute a cultural or religious day of significance to the employee for any day that is a prescribed holiday. If the employee cannot work on the prescribed holiday, the employee will be required to work make-up time at times to be agreed. This substitution does not impact or reduce an employee's entitlement to First Nations ceremonial leave, NAIDOC leave or cultural leave.
184. Where an employee substitutes a public holiday for another day, they will not be paid penalty rates for working their normal hours on the public holiday.
185. Where a public holiday falls during a period when an employee is absent on leave (other than annual leave, paid personal/carer's leave or defence service sick leave) there is no entitlement to receive payment as a public holiday. Payment for that day will be in accordance with the entitlement for that form of leave (e.g. if on long service leave on half pay, payment is at half pay).
186. If under a law of a State or Territory every Sunday is declared or prescribed by or under that law to be a public holiday, there is no entitlement to receive payment as a public holiday if the employee would have worked, or does perform work, on that day. In these circumstances, payment will only be made at the public holiday rate if the employee performs work on that day, and the Sunday would otherwise be a public holiday under clause 180.1 to 180.8.
187. An employee, who is absent on a day or part day that is a public holiday in their normal work location, is entitled to be paid for the part or full day absence as if that day or part day was not a public holiday, except where that person would not normally have worked on that day.
188. Where a full-time employee, including but not limited to employees on compressed hours, has a regular planned day off which would fall on a public holiday, the Chair may allow the employee to change their planned day off so that it does not fall on a public holiday. If it is not

possible to change their planned day off, the employee will be credited an equivalent amount of time to their regular hours for the day in flex credits or EL TOIL in recognition of their planned day off.

PROPOSED

Section 6: Leave

Annual leave

189. Employees (other than casual employees) will accrue 4 weeks (20 days) of annual leave per year of service (on a pro rata basis where the employee is employed part-time).
190. Annual Leave:
- 190.1 accrues and is credited daily;
 - 190.2 may be taken subject to approval and operational requirements;
 - 190.3 may be taken at half-pay, and counts as service for all purposes;
 - 190.4 where taken at half pay will result in the employee's credit being reduced by half the number of working days absent;
 - 190.5 will accrue for hours actually worked when an employee receives workers compensation for more than 45 weeks;
 - 190.6 will not accrue for periods of leave without pay that do not count as service;
 - 190.7 cannot be used to break periods of long service leave;
 - 190.8 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;
 - 190.9 where annual leave is cancelled or the employee is recalled to duty, the employee will be reimbursed travel costs not recoverable from insurance or other sources. Evidence of costs may be required.

Cashing out of annual leave

191. Employees are able to cash out annual leave as follows:
- 191.1 paid annual leave cannot be cashed out if the cashing out would result in the employee having a balance of less than 4 weeks of accrued annual leave; and
 - 191.2 each cashing out of annual leave must be by a separate agreement in writing between the Chair and the employee; and
 - 191.3 the employee must have taken at least 10 days annual leave in the previous 12-month period; and
 - 191.4 the employee will be paid the full salary amount that would have been payable if the employee had taken the leave that has been cashed out.

Excess annual leave

192. Any annual leave credits in excess of 50 days is called 'excess annual leave'.
193. 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.

194. Where suitable arrangements are not made, the Chair may direct the employee to use the potential excess annual leave by 30 June.

Purchased leave

195. 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 the Chair. The purchasing and taking of purchased leave is subject to operational requirements and leave taken under this arrangement will count as service.
196. The minimum amount of purchased leave that can be taken at any time is one day. Purchased leave must be taken in multiples of whole days.
197. 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.
198. Employees may apply to leave the scheme if they commence compensation leave for a period expected to be more than 4 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.
199. 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 FW Act. Unused purchased leave credits are not transferrable between agencies.

Personal/carer's leave

Accrual of personal/carer's leave

200. Employees will accrue 20 days personal/carer's leave per annum. Part-time employees will accrue leave on a pro rata basis.
201. For an ongoing employee, 20 days personal/carer's leave will be credited upon the employee's commencement with the APS. After 12 months, the employee's leave will accrue and be credited monthly.
202. For a non-ongoing employee, personal/carer's leave will be credited upon the employee's commencement with the ACMA. This will be based on 20 days leave pro-rated based on the employee's initial contract period and is capped at 20 days. After the initial contract period or 12 months, whichever is shorter, or where the employee has an existing entitlement to personal/carer's leave, leave will accrue daily, and be credited monthly.
203. Personal/carer's leave will not accrue for employees during periods of leave without pay that do not count as service.
204. A casual employee may be absent without pay when not fit for work due to personal illness

or injury. A casual employee may access 2 days unpaid carer's leave per occasion, consistent with the NES.

Notification of absences

205. 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.

Use of personal/carer's leave

206. Personal/carer's leave may be used by an employee when they are absent:
- 206.1 due to personal illness or injury;
 - 206.2 to attend appointments with a registered health practitioner;
 - 206.3 to manage a chronic condition and/or
 - 206.4 to provide care or support for a family or household member or a person they have caring responsibilities for; because:
 - 206.4.1 of a personal illness or injury affecting the person; or
 - 206.4.2 of an unexpected emergency affecting the other person.
 - 206.5 other appropriate circumstances as determined by the Chair, which may include but are not limited to:
 - 206.5.1 attendance at the funeral of a friend or relative (not covered by Compassionate Leave);
 - 206.5.2 for parental commitments; and
 - 206.5.3 moving house (maximum one day for each move).
207. Personal/carer's leave must not be used for the purposes outlined in clause 206.1 to 206.5 if it would be detrimental to any employee in any respect, when compared to the NES.
208. 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.
209. 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.
210. 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.

Carers

211. A person that an employee has caring responsibilities for may include a person who needs care because they:

- 211.1 have a medical condition, including when they are in hospital;
- 211.2 have a mental illness;
- 211.3 have a disability;
- 211.4 are frail or aged; and/or
- 211.5 are a child, not limited to a child of the employee.

Evidence

- 212. Evidence may be requested after more than 3 consecutive days absence. Acceptable evidence includes:
 - 212.1 a certificate from a registered health practitioner;
 - 212.2 a statutory declaration; and
 - 212.3 another form of evidence approved by the Chair.
- 213. A certificate from a registered health practitioner may be used as evidence of a chronic condition for up to 12 months for both personal and carer's leave.
- 214. Personal/carer's leave taken in excess of 3 consecutive days without such supporting documentation will be personal/carer's leave without pay. This leave will count as service for all purposes.
- 215. The Chair may request an employee to present supporting documentation from a registered health practitioner, or a statutory declaration for periods of less than 3 days if it would be reasonable, in the circumstances, for the employee to demonstrate that their absence is consistent with the purposes specified in clause 206.1 to 206.5.

Unpaid personal/carer's leave

- 216. If an employee has exhausted his or her paid personal/carer's leave entitlement, they are entitled to up to 2 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 2 days, or if the Chair and the employee agree, in separate periods.
- 217. A casual employee engaged to perform duties on an irregular and intermittent basis is entitled to 2 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.
- 218. Where an employee has exhausted their paid personal/carer's leave, the employee may be granted unpaid personal/carer's leave. Approval of unpaid personal/carer's leave is at the discretion of the Chair and the Chair may also determine any other requirements that apply (such as required evidence) and whether any or all periods of unpaid leave count as service.

Portability of leave

219. Where an employee moves into the ACMA from another APS agency where they were an ongoing employee, the employee's unused accrued annual leave and personal/carer's leave will be transferred, provided there is no break in continuity of service.
220. Where an employee is engaged in the ACMA immediately following a period of ongoing employment in the Parliamentary Service or the ACT Government Service, the employee's unused accrued annual leave and personal/carer's leave will be recognised unless the employee received payment in lieu of those entitlements on cessation of employment.
221. Where an employee is engaged as an ongoing employee in the ACMA and immediately prior to the engagement the person was employed as a non-ongoing APS employee (whether in the agency or another), at the employee's request, any unused accrued annual leave (excluding accrued leave paid out on separation) and personal/carer's leave will be recognised.
222. Where an employee is engaged as a non-ongoing APS employee, and immediately prior to the engagement the person was employed as a non-ongoing APS employee (whether in the agency or another) at the employee's request, any unused accrued annual leave (excluding accrued leave paid out on termination of employment) and personal/carer's leave will be recognised.
223. Where a person is engaged as an ongoing employee in the ACMA, and immediately prior to the engagement the person was employed by a Commonwealth employer (other than in the Parliamentary Services which are covered in clause 220, the Chair will offer to recognise any unused accrued personal/carer's leave at the employee's request.
224. Where an employee is engaged as an ongoing employee in the ACMA, and immediately prior to the engagement the person was employed by a State or Territory Government, the Chair may recognise any unused accrued personal/carer's leave, provided there is not a break in continuity of service.
225. For the purposes of clauses 219 to 224, an employee with a break in service of less than 2 months is considered to have continuity of service.

Re-crediting of leave

226. When an employee is on:
 - 226.1 annual leave;
 - 226.2 purchased leave;
 - 226.3 defence reservist leave;
 - 226.4 First Nations ceremonial leave;
 - 226.5 NAIDOC leave;
 - 226.6 cultural leave; or
 - 226.7 long service leave; andbecomes eligible for, under legislation or this agreement:

- 226.8 personal/carer's leave;
 - 226.9 compassionate or bereavement leave;
 - 226.10 jury duty;
 - 226.11 emergency services leave;
 - 226.12 leave to attend to family and domestic violence circumstances; or
 - 226.13 parental leave, premature birth leave, stillbirth leave or pregnancy loss leave;
- the affected period of leave will be re-credited.

- 227. When an employee is on personal/carer's leave and becomes eligible for parental leave, premature birth leave, stillbirth leave or pregnancy loss leave, the affected period of leave will be re-credited.
- 228. Re-crediting is subject to appropriate evidence of eligibility for the substituted leave.

Unauthorised absence

- 229. 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.
- 230. Periods of unauthorised absence will not count as service for any purpose.

Long service leave

- 231. An employee is eligible for long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.
- 232. The minimum period for which long service leave will be granted is 7 calendar days (whether taken at full or half pay). Long service leave cannot be broken with other periods of leave, except as otherwise provided by legislation or provided for in the re-crediting of leave at clause 226 of this agreement.

Miscellaneous leave

- 233. 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.
- 234. The Chair will grant reasonable paid miscellaneous leave for an employee to attend information sessions on superannuation or other related matters considered appropriate by the Chair.
- 235. Miscellaneous leave with pay counts as service for all purposes.
 - 235.1 A casual employee may be granted paid miscellaneous leave for the purpose of family and domestic violence and to accommodate other Government directives.

236. The Chair may grant reasonable unpaid miscellaneous leave for an employee to:
- 236.1 undertake full time study;
 - 236.2 undertake employment in the interest of the Commonwealth; or
 - 236.3 accompany a partner in Commonwealth employment or a member of the Australian Defence Force (ADF) to another geographic location.
237. Miscellaneous leave without pay does not count as service for any purpose unless otherwise provided for by legislation.

Cultural, ceremonial and NAIDOC leave

NAIDOC leave

238. First Nations employees may access up to one day of paid leave per calendar year to participate in NAIDOC week activities.
239. NAIDOC leave can be taken in part days.

First Nations ceremonial leave

240. First Nations employees may access up to 6 days of paid leave over 2 calendar years to participate in significant activities associated with their culture or to fulfil ceremonial obligations.
241. The Chair may approve additional leave for cultural or ceremonial purposes as miscellaneous leave, with or without pay.
242. First Nations ceremonial leave can be taken as part days.
243. First Nations ceremonial leave is in addition to compassionate and bereavement leave.

Cultural leave

244. The Chair may grant up to 3 days of paid leave per calendar year for the purpose of attending significant religious or cultural obligations associated with the employees' particular faith or culture.
245. The Chair may approve additional leave for cultural purposes as miscellaneous leave, with or without pay.
246. Cultural leave can be taken as part days.
247. For the avoidance of doubt, this leave does not cover cultural purposes or obligations which are eligible for paid leave under clauses 240 - 243.

Parental leave

248. A primary caregiver, secondary caregiver and ML Act is defined in the definitions section.
249. An employee who is a **primary caregiver** or **secondary caregiver** is entitled to parental leave up until 24 months from the date of the child's birth or placement (**parental leave period**). For the avoidance of doubt, this is inclusive of all legislated leave entitlements. The parental leave

period does not extend non-ongoing employment where the employment period remaining is less than 24 months. An employee is only eligible for parental leave with pay as either a primary caregiver or a secondary caregiver for the particular parental leave period, and cannot switch roles for the purpose of accessing additional paid leave.

250. For the pregnant employee, the parental leave period starts on commencement of maternity leave as per ML Act requirements, and ceases 24 months from the date of birth. Medical certification requirements for the pregnant employee will be as required by the ML Act.
251. Conditions in this agreement will continue to apply in circumstances where successor legislation to the ML Act does not provide parental leave conditions included in this agreement.

Payment during parental leave

252. An employee is entitled to parental leave with pay as per clauses 254 and 255 below within the parental leave period. Any further parental leave during the parental leave period is without pay. Unused paid parental leave remaining at the end of the employee's parental leave period will lapse. An employee may choose to use their accrued paid leave entitlements in accordance with usage and eligibility requirements in this agreement during the parental leave period that would otherwise be without pay.
253. Employees newly engaged in the ACMA or who have moved to the ACMA from another APS agency are eligible for the paid parental leave in clauses 254 and 255 where such paid leave had not already been provided by another APS agency or Commonwealth employer in the 24 months since the child's date of birth or placement. If the paid leave used by the employee with the previous Commonwealth employer or APS agency is less than the limits specified in clauses 254 and 255, the balance is available to the employee.
254. An employee who is a primary caregiver is entitled to parental leave with pay during the parental leave period to a maximum of 18 weeks as provided in **Table 1** below.

Table 1: Primary caregivers - circumstances for paid parental leave

Paid leave entitlement under the ML Act	Additional parental leave with pay under this agreement for the primary caregiver
12 weeks' paid maternity leave, including any reduced paid maternity leave period due to ML Act qualifying period rules	Paid leave to bring the total period of paid parental leave to 18 weeks
No ML Act eligibility or coverage	18 weeks

255. An employee who is a secondary caregiver is entitled to parental leave with pay during the parental leave period as provided in **Table 2** below.

Table 2: Secondary caregivers - circumstances for paid parental leave

Period which coincides with the parental leave period for the secondary caregiver	Parental Leave with pay under this agreement
Date of commencement of this agreement to 28 February 2025	8 weeks, or top up to 8 weeks where a lesser period of parental leave has already been provided

Period which coincides with the parental leave period for the secondary caregiver	Parental Leave with pay under this agreement
1 March 2025 to 28 February 2026	11 weeks, or top up to 11 weeks where a lesser period of parental leave has already been provided
1 March 2026 to 27 February 2027	14 weeks, or top up to 14 weeks where a lesser period of parental leave has already been provided
On and from 28 February 2027	18 weeks, or top up to 18 weeks where a lesser period of parental leave has already been provided

256. **Flexibility:** Parental Leave with pay, whether provided as maternity leave under the ML Act or under this agreement, can be accessed flexibly during the parental leave period and does not have to be taken in a single block. For the avoidance of doubt, parental leave can be used to replicate a part-time work arrangement, and can be taken concurrently with another parent in relation to the same child.
257. **Rate of payment** during paid parental leave is the same as for an absence on personal/carer's leave and based on the employee's weekly hours at the time of the absence.
258. **Half-pay option:** The payment of any paid parental leave may be spread over a maximum period of 36 weeks at the rate of, no less than, half the normal rate of salary. All paid parental leave counts as service for all purposes, where permitted by legislation.

Adoption and long-term foster care

259. An employee who is a primary caregiver or secondary caregiver is entitled to parental leave in accordance with this agreement for adoption or long-term foster care, provided that the child:
- 259.1 is under 16 as at the day (or expected day) of placement;
 - 259.2 has not lived continuously with the employee for a period of six months or more as at the day (or expected day) of placement; and
 - 259.3 is not (otherwise than because of the adoption) a child of the employee or the employee's spouse or de facto partner.
260. 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 long-term foster carer purposes.

Stillbirth

261. Parents of a stillborn child remain eligible for parental leave, except for paid leave for the secondary caregiver which is two weeks.
262. A stillborn child is a child:
- 262.1 who weighs at least 400 g at delivery or whose period of gestation was 20 weeks or more; and

262.2 who has not breathed since delivery; and

262.3 whose heart has not beaten since delivery.

Pregnancy loss leave

263. A pregnant employee who experiences, or an employee whose spouse or partner experiences, pregnancy loss is entitled to one weeks' paid leave. Pregnancy loss is a miscarriage or other loss of pregnancy that occurs between 12 and 20 weeks' gestation that is not a stillbirth.

264. Pregnancy loss leave is in addition to entitlements to compassionate leave for miscarriage provided under the FW Act and this agreement.

Premature birth leave

265. In circumstances of a live birth before 37 weeks' gestation a pregnant employee, or an employee whose spouse or partner has given birth prematurely, is entitled to paid premature birth leave from the date of the child's birth up to just before 37 weeks' gestation. Parental leave with pay is then available from what would have been 37 weeks' gestation in accordance with parental leave in this agreement, noting the parental leave period commences on the child's date of birth.

Transitional provisions

266. Employees eligible for paid leave under the ML Act are required under legislation to use their paid maternity leave first. In this circumstance, the employee may postpone their paid premature birth leave otherwise payable under clause 265 until after the legislated paid maternity leave is used.

Compassionate leave

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

267.1 a member of their family (including a member of their household) or someone they have a close personal relationship with contracts, develops or sustains a life-threatening illness or injury; or

267.2 the employee or their partner has a miscarriage.

268. An employee may be asked to provide evidence to support their absences on compassionate leave.

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

270. For casual employees, compassionate leave is unpaid.

Bereavement leave

271. Employees will be eligible for 3 days paid bereavement leave on each occasion when:

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

- 271.2 a child is stillborn, where the child was a member of their family (including a member of their household.)
272. An employee may be asked to provide evidence to support their absences on bereavement leave.
273. Bereavement leave for an occasion may be taken as 3 consecutive days or in separate periods totalling 3 days. This can include part days.
274. For casual employees, bereavement leave is unpaid.

Emergency response leave

275. In line with section 108 of the FW Act, an employee who engages in an eligible community service activity is entitled to emergency response leave to volunteer for emergency management duties for:
- 275.1 the time engaged in the activity;
 - 275.2 reasonable travelling time; and
 - 275.3 reasonable recovery time.
276. Full-time and part-time employees will be able to access 20 working days of paid emergency response leave at full pay per year if required. The Chair may provide additional emergency response leave with pay.
277. An employee is required to provide the manager notice of absence as soon as practicable and the period or expected period of absence.
278. Paid leave may be refused where the employee's role is essential to the ACMA's response to the emergency.
279. An employee must provide evidence that the organisation requests their services. Employees can provide evidence before or as soon as practical after their emergency service activity.
280. The Chair may approve reasonable paid or unpaid leave for ceremonial duties and training.
281. Emergency response leave, with or without pay, will count as service.

Jury duty

282. Employees who are required by a court to attend either for jury selection, or to act as a juror, will be released from duty for the required period, without the need to apply for leave.
283. Full and part-time employees will be released from duty on their full rate of pay. Payment for casuals will be as per the relevant state legislation.
- 283.1 For the purposes of this clause, full rate of pay is to be as if the employee was at work.
284. The employee is required to inform their manager before they are released from duty and provide evidence of the need to attend.

285. If the employee receives a payment from the court for attendance (which are not expense related such as allowances and reimbursements), they must repay that amount to the ACMA for the period of absence. This will be administered in accordance with the overpayments clause.

Defence reservists leave

286. The Chair will give an employee leave with or without pay to undertake:
- 286.1 Australian Defence Force (ADF) Reserve and continuous full-time service (CFTS); and
 - 286.2 Australian Defence Force Cadet obligations.
287. An employee who is a Defence Reservist can take leave with pay for:
- 287.1 up to 4 weeks (20 days) in each financial year (pro-rata for part-time employees); and
 - 287.2 an extra 2 weeks (10 days) in the first year of ADF Reserve service (pro-rata for part-time employees).
288. Leave can be built up and taken over 2 consecutive years. This includes the extra 2 weeks in the first year of service.
289. An employee who is an Australian Defence Force Cadet officer or instructor can get paid leave up to 3 weeks in each financial year to perform their duties. Australian Defence Force Cadets means:
- 289.1 Australian Navy Cadets;
 - 289.2 Australian Army Cadets; and
 - 289.3 Australian Air Force Cadets.
290. In addition to the entitlement at clause 287, paid leave may be granted to an employee to attend an interview or medical examination in connection with the enlistment of the employee in a Reserve Force of the Defence Force.
291. Paid defence reservist leave counts for service.
292. Unpaid defence reservist leave for 6 months or less counts as service for all purposes. This includes periods of CFTS.
293. Unpaid leave taken over 6 months counts as service, except for annual leave.
294. An employee will not need to pay their tax free ADF Reserve salary to their agency for any reason.

Defence service sick leave

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

- 295.2 non-warlike service.
296. An eligible employee can get 2 types of credits:
- 296.1 an initial credit of 9 weeks (45 days) defence service sick leave will apply as of the later below option:
- 296.1.1 they start employment with the APS; or
- 296.1.2 DVA certifies the condition; and
- 296.2 an annual credit of 3 weeks (15 days) defence service sick leave.
297. An employee can use their defence service sick leave when a recognised medical practitioner provides a certificate that says they were away due to their DVA certified medical condition.
298. Unused annual credits can be built up to 9 weeks.
299. An employee cannot use annual credits until the initial credit is exhausted.
300. Defence service sick leave is paid and counts as service for all purposes.

Leave to attend proceedings

301. An employee giving evidence before a Court, Tribunal or Royal Commission on behalf of the Commonwealth or a Commonwealth party in the course of their duties, will be considered on duty.
302. An employee who is not covered under clause 300, and is required to give evidence to, appear before or attend to instruct a representative at a Court, Tribunal or Royal Commission in relation to their duties will be released from duty without loss of pay. This includes in proceedings relating to a dispute between the employee and the ACMA.
303. An employee may otherwise be granted paid or unpaid miscellaneous leave by the Chair if required to give evidence to a Court, Tribunal or Royal Commission for any other reason. Where approval for unpaid leave is given, the employee may elect to use accrued annual leave, flex leave or time off in lieu.
304. The Chair may refuse to release an employee from duty having regard to business requirements and whether the employee's attendance is necessary for the Court, Tribunal or Royal Commission hearing.

Section 7: Employee support and workplace culture

Blood donation

- 305. An employee can take reasonable time away from duty during their ordinary work hours to donate blood, plasma or platelets. It includes reasonable travel time and employers will consider employees on duty.
- 306. The employee must inform their manager in advance of when they will be away from work before donating blood, plasma or platelets.

Vaccinations

- 307. The ACMA will offer annual influenza vaccinations to all employees at no cost.
- 308. Where the ACMA requires an employee performing a role to be vaccinated for a particular condition, this vaccination will be offered at no expense to the employee.

Employee Assistance Program

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

Respect at work

Principles

- 310. The ACMA values a safe, respectful and inclusive workplace free from physical and psychological harm, harassment, discrimination and bullying. The ACMA recognises that preventing sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace is a priority.
- 311. The ACMA recognises that approaches to prevent sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace should be holistic and consistent with the Australian Human Rights Commission's guidance including the *Good Practice Indicators Framework for Preventing and Responding to Workplace Sexual Harassment*.

Consultation

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

Family and domestic violence support

- 313. The ACMA will provide support for employees affected by family and domestic violence, depending on the employee's circumstances.
- 314. The ACMA recognises that a holistic approach should be taken to support the employee, appropriate for the employee's individual circumstances.
- 315. Family and domestic violence support, including paid leave, are available to all employees covered by this agreement.
- 316. An employee experiencing family and domestic violence is able to access paid miscellaneous leave. Reasons an employee experiencing family and domestic violence may access this leave include, but are not limited to:
 - 316.1 illness or injury affecting the employee resulting from family and domestic violence;
 - 316.2 providing care or support to a family member (including a household member) who is also experiencing family and domestic violence, and is ill or injured as a result of family and domestic violence;
 - 316.3 providing care or support to a family member (including a household member) who is also experiencing family and domestic violence, and is affected by an unexpected emergency as a result of family and domestic violence;
 - 316.4 making arrangements for the employee's safety, or the safety of a close relative;
 - 316.5 accessing alternative accommodation;
 - 316.6 accessing police services;
 - 316.7 attending court hearings;
 - 316.8 attending counselling; and
 - 316.9 attending appointments with medical, financial or legal professionals.
- 317. This entitlement exists in addition to an employee's existing leave entitlements and may be taken as consecutive days, single days or part days and will count as service for all purposes.
- 318. Given the emergency context in which leave may need to be accessed, employees can proceed to take the leave and seek approval at a later date, as soon as practicable.
- 319. These family and domestic violence support clauses do not reduce an employee's entitlement to family and domestic violence leave under the NES.
- 320. Paid miscellaneous leave available under this clause is paid for ongoing and non-ongoing employees at their full pay rate as if they were at work.
- 321. Paid leave for casual employees under this clause is paid at their full pay rate for the hours they were rostered to work in the period they took leave.
- 322. Evidence may be requested to support the ACMA in approving leave. In most cases, this will not be required. Where it is required, this will be discussed with the employee and a statutory declaration is the only form of evidence the ACMA will require, unless the employee chooses to provide another form of evidence.

323. An employee may also choose to provide other forms of evidence, including a medical certificate, or document issued by the Police Service, a Court, a Doctor, district Nurse, a Family Violence Support Service or Lawyer.
324. The ACMA will take all reasonable measures to treat information relating to family and domestic violence confidentially. The ACMA will adopt a 'needs to know' approach regarding communication of an employee's experience of family and domestic violence, subject to steps the ACMA may need to take to ensure the safety of the employee, other employees or persons, or mandatory reporting requirements.
325. Where the ACMA needs to disclose confidential information for purposes identified in clause 323, where it is possible the ACMA will seek the employee's consent and take practical steps to minimise any associated safety risks for the employee and/or privacy breaches.
326. The ACMA will not store or include information on the employee's payslip in relation to the employee's experience of family and domestic violence; any leave accessed for the purposes of family and domestic violence; or support(s) provided by the employer, unless otherwise required by legislation.
327. Other available support may include, but is not limited to, flexible working arrangements, additional access to EAP, changes to their span of hours or pattern of hours and/or shift patterns and/or location of work where reasonably practicable.
328. The ACMA will acknowledge and take into account an employee's experience of family and domestic violence if an employee's attendance or performance at work is affected.
329. Further information about leave and other support available to employees affected by family and domestic violence may be found in policy.

Integrity in the APS

330. The ACMA understands that procedural fairness is essential in building and maintaining trust with APS employees, and that it requires fair and impartial processes for employees affected by APS-wide or ACMA decisions.
331. Employees are to give advice that is frank, honest, timely and based on the best available evidence. This includes scientific and engineering advice based on evidence-based facts guided by the best available science and data. Employees will not be disadvantaged or discriminated against because they have given advice in accordance with their expertise or professional qualifications and in accordance with the APS Code of Conduct in the PS Act.
332. Employees can, during their ordinary work hours, take time to:
- 332.1 access an APS-wide ethics advisory service or another similar service provided by a professional association such as a law society or in the agency; and
 - 332.2 attend ACMA mandated training about integrity.

First Nations cultural competency training

333. The Chair will take reasonable steps to ensure all substantive, ongoing EL2 employees employed at the commencement of this agreement or any new substantive, ongoing EL2

employees who commence within the first 6 months of this agreement will complete relevant First Nations cultural competency training within 12 months of the commencement of the agreement.

334. Any new substantive, ongoing EL2 employee who commences after 6 months of the commencement of this agreement will be required to complete a relevant First Nations cultural competency training course within 6 months of their engagement or promotion.

Diversity

335. 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.
336. As part of its commitment to workplace diversity, the ACMA:
- 336.1 encourages First Nations employees, 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
 - 336.2 encourages all employees to contribute their strengths and realise their full potential.
337. 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.
338. 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.
339. Nothing in this clause affects:
- 339.1 treatment exempted under Commonwealth anti-discrimination legislation;
 - 339.2 the right to pursue matters in any state or federal jurisdiction, including through the Australian Human Rights Commission; or
 - 339.3 any exemptions permitted by the FW Act.
340. In this clause discrimination includes unjust or prejudicial treatment of another person on the basis of race, colour, sex, sexual orientation, breastfeeding, intersex status, age, physical or mental disability, marital status, family or carer's responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

Lactation and breastfeeding support

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

342. The ACMA will provide access to appropriate facilities for the purpose of breastfeeding or expressing milk, subject to clause 343. In considering whether a space is appropriate, an agency should consider whether:
- 342.1 there is access to refrigeration;
 - 342.2 the space is lockable; and
 - 342.3 there are facilities needed for expressing such as appropriate seating.
343. Where it is not practicable for an ACMA site to have a designated space, a flexible approach will be taken so that the employee can access the support required.
344. The ACMA will facilitate discussion between individual employees and their managers about accommodating the employee's lactation needs and practical arrangements to meet these needs.
345. The manager and employee shall discuss any flexible working arrangements that may be needed to support lactation. This may include consideration of arrangements such as working from home and/or remote working or varying work hours on an ad hoc or regular basis. Wherever possible, requests by an employee will be accommodated, noting these needs may be changed over time.
346. Further information is available in policy.

Disaster support

347. Where an official disaster or emergency is declared and this prevents an employee from reasonably attending work, or where it impacts their household or home, the Chair will consider flexible working arrangements to assist the employee to perform their work.
348. Where flexible working arrangements are not appropriate, the Chair may grant paid miscellaneous leave to an employee with regard to the scale and nature of the emergency. This leave counts as service and may be approved retrospectively.
349. In considering what period of leave is appropriate, the Chair will take into account the safety of the employee, their family (including their household) and advice from local, State and Commonwealth authorities.

Section 8: Performance and development

Performance management and development

- 350. 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.
- 351. At each formal performance review, the manager will assess the employee's work performance, aligned to the Performance and Development Framework.
- 352. As part of the Performance and Development Framework, employees and their managers are required to develop individual learning and development plans to support:
 - 352.1 building common core capabilities;
 - 352.2 acquiring supporting core capabilities related to different job functions;
 - 352.3 developing technical skills that may be required; and
 - 352.4 continuing professional development.

Performance improvement

- 353. When issues relating to unsatisfactory performance arise, they will be addressed promptly irrespective of the point in the performance cycle.
- 354. Where unsatisfactory performance is identified, there is a joint responsibility of manager and employee to work together to attain and sustain the standards required.
- 355. Procedural fairness, natural justice and an employee's rights to representation will underpin the performance improvement process.
- 356. 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.
- 357. If after 6 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:
 - 357.1 specifies the acceptable standard of work;
 - 357.2 details how the employee's work does not meet the standard; and
 - 357.3 notifies that performance must improve over the next 3 months.
- 358. 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.

359. If the employee is not performing at the expected standard at the end of 3 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:

359.1 reassignment of duties;

359.2 reduction in classification level; or

359.3 termination of employment.

360. After consideration by the Chair, the employee will be notified in writing and will have 7 days in which to show cause as to why one or more of the actions should not be taken.

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

Workloads

362. The ACMA recognises the importance of employees balancing their work and personal life. While it is acknowledged that at times it may be necessary for some extra hours being worked by some employees, this should be regarded as the exception rather than the rule.

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

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

Study assistance

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

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

367. An approved student may be granted:

367.1 up to 2 and a half hours of paid leave per unit/subject to a maximum of 5 hours study leave per week, or a pro-rata amount if the employee works part-time; or

367.2 in exceptional circumstances, up to 3 hours of paid leave per unit/subject to a maximum of 6 hours study leave per week; or

367.3 a total of 8 hours per week for employees with special needs and/or requirements, for example, First Nations employees, employees with disabilities or employees working in remote locations.

368. 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 the Chair be used during the relevant academic period for other study commitments, for example, preparation of assignments or study for examinations.
369. An approved student may be granted examination leave for up to 2 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.
370. 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.

Section 9: Travel

Travel

- 371. 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.
- 372. The standard class of travel for official domestic travel is economy class.
- 373. The standard class of travel for official international travel is business class when available.
- 374. An employee who becomes ill or needs to obtain emergency medical or dental treatment while undertaking official international travel will be entitled to reimbursement of any costs incurred.
- 375. 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.

Travelling time and attendance recording

- 376. 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.

Relocation assistance

- 377. Where an employee is required to relocate at the request of the ACMA (such as a promotion or organisation change), the employee will be provided with reasonable financial relocation assistance. Employees who relocate on a temporary basis to take up higher duties are entitled to removal expenses if they relocate for a period of 13 weeks or more.
- 378. Where an employee is required to relocate on engagement with the ACMA, the employee will be provided with reasonable financial relocation assistance.
- 379. The Chair will determine whether an employee is entitled to relocation expenses on movement at level taking into account whether the move is in the interests of the ACMA and the personal circumstances of the employee.
- 380. Reasonable expenses associated with the relocation include:
 - 380.1 the cost of transport of the employee, their dependants and partner by the most economical means;
 - 380.2 removal expenses, namely the reimbursement of reasonable incurred costs of the removal of furniture and household effects of the employee, dependants and partner;

- 380.3 the reimbursement of the cost of the insurance premium based on a reasonable replacement value; and
 - 380.4 the reasonably incurred expenses in kennelling and transport of pets, up to the amount specified in the APS Award.
381. Additional relocation assistance may be considered by Chair discretion.

Section 10: Consultation, representation, and dispute resolution

Consultation

Principles

382. Genuine and effective consultation with employees and the relevant union(s), taking into account the diverse needs of employees, fosters a positive and inclusive workplace, enabling the views of employees to be considered.
383. The ACMA recognises:
- 383.1 the importance of inclusive and respectful consultative arrangements;
 - 383.2 employees and the relevant union(s) should have a genuine opportunity to influence decisions;
 - 383.3 the nature and extent of consultation will vary depending on the proposed change and the likely impact on employees. Consultation on agency policies may occur over at least 2 weeks, whereas a major change is likely to require a more extensive consultation process;
 - 383.4 consultation with employees and relevant union(s) on workplace matters that significantly affect or materially impact them is sound management practice; and
 - 383.5 the benefits of employee and union involvement and the right of employees to be represented by their union.
384. Genuine and effective consultation involves:
- 384.1 providing employees and the relevant union(s) with a genuine opportunity to influence the decision prior to a decision being made;
 - 384.2 providing all relevant information to employees and the relevant union(s) in a timely manner to support consideration of the issues;
 - 384.3 considering feedback from employees and the relevant union(s) in the decision-making process; and
 - 384.4 advising employees and the relevant union(s) of the outcome of the process, including how their feedback was considered in the decision-making process.

When consultation is required

385. Consultation is required in relation to:
- 385.1 changes to work practices which materially alter how an employee carries out their work;
 - 385.2 changes to or the introduction of policies or guidelines relevant to workplace matters (unless the changes are minor or procedural);

- 385.3 major change that is likely to have a significant effect on employees;
 - 385.4 implementation of decisions that significantly affect employees;
 - 385.5 changes to employees' regular roster or ordinary hours of work (subject to any other relevant provisions in this agreement); and
 - 385.6 other workplace matters that are likely to significantly or materially impact employees.
386. The ACMA, employees and the relevant union(s) recognise that consultation prior to a decision may not be practicable where a decision is made by Government or is required due to matters beyond the reasonable control of the agency. In these circumstances, consultation regarding the implementation of the decision will occur as early as is reasonably practicable.

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

387. This clause applies if the ACMA:
- 387.1 proposes to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
 - 387.2 proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Representation

388. Employees may appoint a representative for the purposes of the procedures in this clause. A representative for the purpose of this clause may be a union representative.
389. The ACMA must recognise the representative if:
- 389.1 a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - 389.2 the employee or employees advise the employer of the identity of the representative.
390. 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.

Major change

391. In this clause, a major change is **likely to have a significant effect on employees** if it results in, for example:
- 391.1 the termination of the employment of employees; or
 - 391.2 major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - 391.3 the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or

- 391.4 the alteration of hours of work; or
 - 391.5 the need to retrain employees; or
 - 391.6 the need to relocate employees to another workplace; or
 - 391.7 the restructuring of jobs.
392. The following additional consultation requirements in clause 392 to 398 apply to a proposal to introduce a major change referred to in clause 390.3.
393. Consultation with employees and the relevant union(s) and/or recognised representatives will occur prior to a decision being made, subject to clause 385.
394. Where practicable, an ACMA change manager or a primary point of contact will be appointed and their details provided to employees and the relevant union(s) and/or their recognised representatives.
395. The ACMA must notify employees and relevant union(s) and/or recognised representatives of the proposal to introduce the major change as soon as practicable.
396. As soon as practicable after proposing the change, or notifying of the change in circumstances described at clause 385, the ACMA must:
- 396.1 discuss with affected employees and relevant union(s) and/or other recognised representatives:
 - 396.1.1 the proposed change;
 - 396.1.2 the effect the proposed change is likely to have on the employees; and
 - 396.1.3 proposed measures to avert or mitigate the adverse effect of the proposed change on the employees; and
 - 396.2 for the purposes of the discussion - provide, in writing, to employees and the relevant union(s) and/or other recognised representatives:
 - 396.2.1 all relevant information about the proposed change, including the nature of the change proposed; and
 - 396.2.2 information about the expected effects of the proposed change on the employees; and
 - 396.2.3 any other matters likely to affect the employees.
397. The ACMA must give prompt and genuine consideration to matters raised about the major change by employees and the relevant union(s) and/or other recognised representatives.
398. However, the ACMA is not required to disclose confidential or commercially sensitive information to employees and the relevant union(s) and/or other recognised representatives.
399. If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the ACMA the requirements set out in clauses 393 to 397 are taken not to apply.

Change to regular roster or ordinary hours of work

400. The following additional consultation requirements in clause 401 to 403 apply to a proposal to introduce a change referred to in clause 385.5.
401. The ACMA must notify affected employees and the relevant union(s) and/or other recognised representatives of the proposed change.
402. As soon as practicable after proposing to introduce the change, the ACMA must:
- 402.1 discuss with employees and the relevant union(s) and/or other recognised representatives:
 - 402.1.1 the proposed introduction of the change; and
 - 402.2 for the purposes of the discussion - provide to the employees and relevant union(s) and/or other recognised representatives:
 - 402.2.1 all relevant information about the proposed change, including the nature of the proposed change; and
 - 402.2.2 information about what the employer reasonably believes will be the effects of the proposed change on the employees; and
 - 402.2.3 information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - 402.3 invite employees and the relevant union(s) and/or other recognised representatives to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities). However, the ACMA is not required to disclose confidential or commercially sensitive information to the relevant employees and the relevant union(s) and/or other recognised representatives.
403. The ACMA must give prompt and genuine consideration to matters raised about the proposed change by the employees and the relevant union(s) and/or other recognised representatives.

Interaction with emergency management activities

404. Nothing in this term restricts or limits the ability of a designated emergency management body to undertake activities provided at section 195A(1) of the FW Act.

Agency consultative forum

405. The ACMA will establish an NCF to discuss relevant workplace matters.
406. The NCF will operate subject to an agreed terms of reference and structure for the term of the agreement. If required from time to time, any changes to the terms of reference will be consulted and agreed at the NCF. Representation on the NCF will be in accordance with the terms of reference, including ACMA management representatives and employee representatives.
407. 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.

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

APS consultative committee

409. The Chair will support the operation of the APS consultative committee to the extent possible. This includes providing information requested by the Australian Public Service Commission to support the operation of the APS consultative committee, subject to legislative requirements.

Dispute resolution

410. If a dispute relates to:
- 410.1 a matter arising under the agreement; or
 - 410.2 the National Employment Standards;
- this term sets out procedures to settle the dispute.
411. An employee or union who is covered by this agreement may initiate and/or be a party to a dispute under this term.
412. An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term. Representatives will be recognised and dealt with in good faith.
413. Parties to the dispute must attempt to resolve the dispute at the workplace level, by discussion between the employee or employees and relevant managers. Parties to the dispute will notify higher level managers to assist in the resolution of the dispute. Parties will give genuine consideration to proposals to resolve the dispute.
414. If a dispute about a matter arising under this agreement is unable to be resolved at the workplace level, and all appropriate steps under clause 413 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.
415. The Fair Work Commission may deal with the dispute in 2 stages:
- 415.1 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
 - 415.2 if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - 415.2.1 arbitrate the dispute; and
 - 415.2.2 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.

416. While the parties are attempting to resolve the dispute using the procedures in this term:

- 416.1 an employee must continue to perform their work as they would normally in accordance with established custom and practice at the ACMA that existed immediately prior to the dispute arising unless they have a reasonable concern about an imminent risk to their health or safety; and
- 416.2 subject to clause 416.1, 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:
 - 416.2.1 the work is not safe; or
 - 416.2.2 applicable work health and safety legislation would not permit the work to be performed; or
 - 416.2.3 the work is not appropriate for the employee to perform; or
 - 416.2.4 there are other reasonable grounds for the employee to refuse to comply with the direction.
- 417. The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.
- 418. Any disputes arising under the ACMA Enterprise Agreement 2020-2023 or the NES that were formally notified under clause 74 of that agreement before the commencement of this agreement, that remain unresolved at the date of commencement of this agreement, will be progressed under the dispute resolution procedures in this agreement.

Leave of absence to attend proceedings

- 419. Where the provisions of clauses 410-415 have been complied with, and to assist in the resolution of the matter, the employee, and/or the union delegate or other employee representative referred to in clause 411, or employee required to provide evidence, will be granted paid time to attend dispute resolution processes and proceedings in the Fair Work Commission arising from referral of the matter in clause 414.

Delegates' rights

- 420. Union delegates play an important and legitimate role in the workplace. This includes representing their members and supporting employee access to union officials, and providing employee views to the agency.
- 421. The role of union delegates is to be respected and supported.
- 422. The ACMA and union delegates will work together respectfully and collaboratively.

Supporting the role of union delegates

- 423. The ACMA respects the role of union delegates to:
 - 423.1 provide information, consult with and seek feedback from employees in workplace on workplace matters;
 - 423.2 consult with other delegates and union officials, and get advice and assistance from union officials;

- 423.3 represent the interests of members to the employer and industrial tribunals; and
- 423.4 represent members at relevant union forums, consultative committees or bargaining.
- 424. The ACMA and union delegates recognise that undertaking the role of a union delegate is not the primary purpose of an employee's engagement, and must work with and not unreasonably impact their regular duties. Honorary officials may request additional time and facilities from time to time.
- 425. Union delegates will be provided with reasonable paid time during their normal working hours to perform their union delegate role. The paid time provided should not result in disruption to critical services or operational requirements.
- 426. To support the role of union delegates, the ACMA will, subject to legislative and operational requirements, including privacy and security requirements:
 - 426.1 provide union delegates with reasonable access to agency facilities and resources, including for paid or unpaid meetings between employees and their unions and to communicate with union officials;
 - 426.2 advise union delegates and other union officials of the agency facilities and resources available for their use, which may include telephone, photocopying, internet, and email;
 - 426.3 allow reasonable official union communication appropriate to the agency from union delegates with employees, including through email, intranet pages and notice boards. This may include providing a link to a union website for employees to access union information. Any assistance in facilitating email communications does not include an agency vetoing reasonable communications;
 - 426.4 provide access to new employees as part of induction; and
 - 426.5 provide reasonable access to union delegates to attend appropriate paid time training in workplace relations matters, during normal working hours.
- 427. Where APS employees are elected as officials of a trade union or professional association, they are not required to seek permission from the workplace or the ACMA before speaking publicly in that capacity, subject to the APS Code of Conduct and legislative requirements.

Section 11: Separation and retention

Resignation

- 428. An employee may resign from their employment by giving the Chair at least 14 calendar days' notice.
- 429. At the instigation of the Chair, the resignation may take effect at an earlier date within the notice period. In such cases, the employee will receive paid compensation in lieu of the notice period which is not worked.
- 430. The Chair has the discretion to agree to a shorter period of notice or waive the requirement to give notice.

Payment on death of an employee

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

Redeployment, reduction and redundancy

Excess employees

- 432. An employee is excess if:
 - 432.1 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
 - 432.2 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
 - 432.3 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.
- 433. The provisions of this clause do not apply to employees on probation or non-ongoing employees.
- 434. An excess employee will have access to any APS-wide redeployment mechanisms available at the time.

Redeployment, reduction, and redundancy

- 435. The Chair will advise an employee as early as possible if they are likely to become excess.
- 436. An employee who is advised that they are likely to become excess will be reimbursed a maximum of \$685 for financial advice. This amount will be adjusted on 1 August 2024, 1 August 2025 and 1 August 2026, aligned with the CPI.
- 437. Discussions with the potentially excess employee, and where they choose their representative, will be held within a maximum period of 4 weeks from the date of that advice to consider redeployment opportunities and whether voluntary redundancy might be appropriate.
- 438. Employees will be advised in writing if they are declared excess. All employees who are declared excess are entitled to 3 months outplacement support, as determined by the Chair.

Standard voluntary redundancy

- 439. The Chair will make only one offer of voluntary redundancy to an excess employee.
- 440. An employee will have one month in which to accept or decline an offer of voluntary redundancy. 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 section will continue to apply.
- 441. Within the period of offer, the employee must be given information about:
 - 441.1 redundancy benefit;
 - 441.2 pay in lieu of notice; and
 - 441.3 pay in lieu of leave entitlements.
- 442. The employee will also be given guidance about where to obtain information about:
 - 442.1 accumulated superannuation contributions and options available; and
 - 442.2 taxation rules applying to various payments.
- 443. If an employee agrees to be made voluntarily redundant, the Chair can approve termination of employment under section 29 of the PS Act 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 4 weeks, or 5 weeks for an employee older than 45 years, with at least 5 years continuous service.
- 444. 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.

Accelerated voluntary termination

- 445. An employee who has accepted an offer of voluntary redundancy and terminates within 21 days of the date of offer, will be paid 9 weeks' salary in addition to the redundancy benefit. This payment includes payment in lieu of notice.

Redundancy benefit

446. An employee who agrees to be voluntarily retrenched and whose employment is terminated by the Chair under section 29 of the PS Act on the grounds that the employee is excess to the requirements of the Agency, will be paid a sum equal to 2 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.
447. 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.
448. 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.
449. The minimum sum payable will be equivalent to 4 weeks' salary and the maximum will be equivalent to 48 weeks' salary.
450. For the purposes of calculating any redundancy payment, salary will include:
- 450.1 the employee's full-time salary, adjusted on a pro-rata basis for periods of part-time service; or
 - 450.2 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
 - 450.3 allowances in the nature of 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.

Service for redundancy benefit purposes

451. Service for redundancy pay purposes means:
- 451.1 service in the ACMA, including predecessor agencies;
 - 451.2 Government service as defined in section 10 of the Long Service Leave (Commonwealth Employees) Act 1976;
 - 451.3 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;
 - 451.4 service with the Australian Defence Forces;
 - 451.5 service in another organisation if:
 - 451.5.1 an employee was moved from the APS to that organisation with a transfer of function; or
 - 451.5.2 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.

452. A period of service will not count as service for redundancy pay purposes if it ceased:
- 452.1 through termination on the following grounds, or on a ground equivalent to any of the following grounds:
 - 452.1.1 the employee lacks, or has lost, an essential qualification for performing their duties;
 - 452.1.2 non-performance, or unsatisfactory performance, of duties;
 - 452.1.3 inability to perform duties because of physical or mental incapacity;
 - 452.1.4 failure to satisfactorily complete an entry level training course;
 - 452.1.5 failure to meet a condition imposed under section 22(6) of the PS Act; or
 - 452.1.6 a breach of the Code of Conduct; or
 - 452.2 through voluntary retirement at or above minimum retiring age applicable to the employee; or
 - 452.3 with the payment of a redundancy benefit or similar payment to an employer-financed retirement benefit.
453. Absences from work which do not count as service for long service leave purposes will not count as service for redundancy pay purposes.

Retention and redeployment

454. Except in the circumstances in clause 464, an employee who does not accept an offer of voluntary redundancy will not, except with their consent, be involuntarily terminated under section 29(3)(a) of the PS Act until the following retention periods have elapsed:
- 454.1 9 months when an employee has 20 years of service or is older than 45 years; or
 - 454.2 6 months for all other employees.
455. The total length of the retention period (either 6 or 9 months) will be reduced by an amount equivalent to the NES redundancy entitlement of the FW Act, calculated as at the expiration of the retention period (as adjusted by this clause). The retention period includes any period of leave taken.
456. 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 redundancy is made.
457. During the retention period:
- 457.1 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
 - 457.2 employees will take all reasonable steps to secure an ongoing re-assignment or placement.

458. 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.
459. 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.
460. 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.
461. Employees who have not secured an ongoing placement after 3 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 PS Act. 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 119.2 of the NES. If the employee does not agree to this termination, the retention period will continue.
462. If after 6 months there is still insufficient work available, the Chair may terminate the employee's employment under section 29 of the PS Act 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 119.2 of the NES as a lump sum.
463. Any payment under clauses 461 or 462 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 119.2 of the NES.

Involuntary termination

464. The Chair may involuntarily terminate the employment of an excess employee under section 29 of the PS Act at the end of the retention period. However, the Chair may not involuntarily terminate an excess employee if the employee:
- 464.1 has not been invited to accept an offer of voluntary redundancy; or
 - 464.2 has accepted an invitation to be voluntarily terminated but the Chair had refused to approve the voluntary termination.
465. An excess employee will be given 4 weeks' notice (or 5 weeks' notice for an employee older than 45 years with at least 5 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.

Attachment A - Base salaries

Classification	Salary Levels	As at 31 August 2023	From the later of commencement of the agreement or 14 March 2024	From 13 March 2025	From 12 March 2026
APS 1	APS 1.1	\$50,159	\$52,165	\$54,516	\$57,497
	APS 1.2	\$54,996	\$57,196	\$59,369	\$61,388
APS 2	APS 2.1	\$56,096	\$58,340	\$60,557	\$62,775
	APS 2.2	\$61,878	\$64,353	\$66,798	\$69,069
APS 3	APS 3.1	\$63,748	\$66,298	\$68,817	\$71,157
	APS 3.2	\$65,351	\$67,965	\$70,548	\$72,947
	APS 3.3	\$69,324	\$72,097	\$74,837	\$77,381
APS 4	APS 4.1	\$71,401	\$74,257	\$77,079	\$79,700
	APS 4.2	\$73,244	\$76,174	\$79,069	\$81,757
	APS 4.3	\$77,612	\$80,716	\$83,783	\$86,632
APS 5	APS 5.1	\$79,557	\$82,739	\$85,883	\$88,834
	APS 5.2	\$81,901	\$85,177	\$88,414	\$91,420
	APS 5.3	\$85,899	\$89,335	\$92,730	\$95,883
	APS 5.4				\$96,829
APS 6	APS 6.1	\$87,686	\$91,193	\$94,658	\$99,734
	APS 6.2	\$92,071	\$95,754	\$99,392	\$102,772
	APS 6.3	\$99,024	\$102,985	\$106,898	\$110,533
	APS 6.4				\$111,701
Executive Level 1	EL 1.1	\$106,545	\$110,807	\$ 115,443	\$121,755
	EL 1.2	\$112,059	\$116,541	\$ 120,970	\$125,083
	EL 1.3	\$120,152	\$124,958	\$ 129,706	\$134,116
Executive Level 2	EL 2.1	\$128,896	\$134,052	\$139,146	\$143,877
	EL 2.2	\$137,514	\$143,015	\$148,450	\$153,497
	EL 2.3	\$146,110	\$151,954	\$157,728	\$163,091
	EL 2.4	\$152,477	\$158,576	\$164,602	\$170,198
	EL 2.5*	\$156,059	\$162,301	\$168,468	\$174,196

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

Classification	Salary Levels	As at 31 August 2023	From the later of commencement of the agreement or 14 March 2024	From 13 March 2025	From 12 March 2026
APS 5	Lawyer 1.1	\$79,557	\$82,739	\$85,883	\$88,834
	Lawyer 1.2	\$85,899	\$89,335	\$92,730	\$96,829
APS 6	Lawyer 1.3	\$87,686	\$91,193	\$94,658	\$99,734
	Lawyer 1.4	\$99,024	\$102,985	\$106,898	\$111,701
Executive Level 1	Senior Lawyer 2.1	\$106,545	\$110,807	\$115,443	\$121,755
	Senior Lawyer 2.2	\$120,152	\$124,958	\$129,706	\$134,116
	Senior Lawyer 2.3	\$132,278	\$137,569	\$142,797	\$147,652
Executive Level 2	Principal Lawyer 3.1	\$146,110	\$151,954	\$157,728	\$163,091
	Principal Lawyer 3.2	\$152,477	\$158,576	\$164,602	\$170,198

Attachment B - Supported Wage System

1. This schedule defines the condition which will apply to employees because of the effects of a disability and who are eligible for a supported wage under the terms of this agreement.

Definitions

2. 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 scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991 (Cth)*, as amended from time to time, or any successor to that scheme.

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

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

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

Eligibility criteria

3. 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 meet the impairment criteria for receipt of a disability support pension.
4. The schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this agreement relating to the rehabilitation of employees who are injured in the course of their employment.

Supported wage rates

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

Applicable percentage of relevant minimum wage paid to applicable employees

Assessed capacity	Percentage of agreement rate
10 per cent	10 per cent
20 per cent	20 per cent
30 per cent	30 per cent
40 per cent	40 per cent
50 per cent	50 per cent
60 per cent	60 per cent
70 per cent	70 per cent
80 per cent	80 per cent
90 per cent	90 per cent

6. Provided that the minimum amount payable to an employee to whom the SWS applies is not less than the amount prescribed in the National Minimum Wage Order. Note: The minimum amount payable is reviewed every year in July.
7. Where an employee's assessed capacity is 10 per cent, they must receive a high degree of assistance and support.

Assessment of capacity

8. 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 employer and the employee, and if the employee so desires, a union which the employee is eligible to join.
9. Assessment made under this schedule must be documented in a SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the FW Act.

Lodgement of SWS wage assessment agreement

10. All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by the employer with the Fair Work Commission.
11. All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where a union which has an interest in the agreement is not a party to the assessment, the assessment will be referred by the Fair Work Commission to the union by certified mail and the agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.

Review of assessment

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

Other terms and conditions of employment

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

Workplace adjustment

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

Trial period

15. In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a Trial Period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
16. 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.
17. The minimum amount payable to the employee during the Trial Period must be no less than the current weekly rate, as determined by the Fair Work Commission.
18. Work trials should include induction or training as appropriate to the job being trialled.
19. Where the employer and employee wish to establish a continuing employment relationship following the completion of the Trial Period, a further contract of employment will be entered into based on the outcome of assessment under clause 8 and 9.