

ACER Enterprise Agreement 2015 – 2019

Fair Work Commission Agreement Number: tba

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

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Part A: Agreement formalities

1 Title

The title of this Agreement is the: **Australian Council for Educational Research Limited Enterprise Agreement 2015-2019**

2 Operation of Agreement

This Agreement shall come into force seven (7) days after it is approved by Fair Work Commission (FWC). The nominal expiry date for the Enterprise Agreement is 8th October 2019.

3 Definitions

“AACC” shall mean the ACER Advisory and Consultative Committee

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

“Agreement” shall mean the Australian Council for Educational Research Limited Enterprise Agreement 2015-2019.

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

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

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

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

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

"FWC" means Fair Work Commission.

“Immediate family” means:

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

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

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

“PIP” means Performance Improvement Plan.

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

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

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

4 Application

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

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

5 Access to Agreement

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

6 Entire Agreement

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

7 Savings provision and relationship with other awards and agreements

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

8 Individual flexibility agreement

ACER and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:

- (a) the agreement deals with one or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances; and
 - (v) leave issues (such as Public Holidays; Flexible Leave and Religious and Ceremonial Leave).
- (b) the arrangement meets the genuine needs of the ACER and the employee in relation to one or more of the matters mentioned in paragraph (a); and
- (c) the arrangement is genuinely agreed to by the employer and the employee.

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

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

ACER must ensure that the individual flexibility arrangement:

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

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

ACER or the employee may terminate the individual flexibility arrangement:

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

9 No extra claims

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

10 Disputes and grievances

10.1 If a dispute relates to:

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

this term sets out procedures to settle the dispute.

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

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

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

- (a) an Independent Investigator; OR

- (b) a Disputes Committee that will be convened by the CEO, within five working days of the CEO, receiving the written report, unless agreed otherwise. The Disputes Committee will consist of three nominees of the CEO, (other than the CEO) one of whom will be appointed as chair, and three employees nominated by the employees who are party to the dispute. Alternatively, the employees may nominate a CPSU official, as one of their nominated members of the committee. The chair will have a casting, as well as a deliberative, vote.

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

Until the procedures described have been exhausted:

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

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

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

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

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

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

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

11 Implementation of change

- 11.1** Where ACER has formulated a proposal to introduce a major change likely to have a significant effect on ACER's employees, such as to production, program, organisation, structure, work practices or technology in relation to its enterprise, OR where ACER proposes to change the rosters or hours of work of its employees,

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ACER must notify the relevant employees and ACER CPSU Branch section committee of the proposal to introduce the major change as soon as practicable.

11.2 The relevant employee/s may appoint a representative for the purposes of the procedures in this term. If the relevant employee/s appoints, a representative for the purposes of consultation and the employee/s advise the employer of the identity of the representative, the employer must recognise the representative.

- 11.3** In this term, a major change is likely to have a significant effect on employees if it results in:
- (a) the termination of the employment of employees; or
 - (b) major change to the composition, operation or size of ACER's workforce or to the skills required of employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain employees; or
 - (f) the need to relocate employees to another workplace; or
 - (g) the substantive restructuring of jobs.

- 11.4** As soon as practicable after formulating a proposal, ACER must:
- (a) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
 - (b) discuss with the affected employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures ACER is taking to avert or mitigate the adverse effect of the change on the employees; and
 - (c) for the purposes of the discussion, provide, in writing, to the affected employees and the ACER CPSU Branch section committee:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters related to the change likely to affect the employees; and
 - (iv) provision of the material "in writing" under this clause includes the provision of the material via email and/or posting in a prominent place on the ACER Intranet.

11.5 However, ACER is not required to disclose confidential or commercially sensitive information to the affected employees.

11.6 ACER must give prompt and genuine consideration to matters raised by their employees or their representatives about the major change by the affected employees and the ACER CPSU Branch section committee and where appropriate provide training for the employees to assist them to integrate successfully into the new structure.

- 11.7** In accordance with this clause, the affected employees and the ACER CPSU Branch section committee may submit alternative proposals which will meet the indicated rationale and benefits of the proposal. Such alternative proposals must be submitted in a timely manner so as not to lead to an unreasonable delay in the introduction of any contemplated change. If such a proposal is made, ACER must give considered reasons to the affected employees and the ACER CPSU Branch section committee if ACER does not accept its proposals.
- 11.8** Any dispute concerning the Parties obligations under this clause shall be dealt with in accordance with [clause 10](#).

12 ACER Advisory and Consultative Committee (AACC)

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

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

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

13 ACER employee policy

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

Equal opportunity

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

Part B: Employment

This Part B does not apply to casual employees.

14 Employee appointments

14.1 Types of employment contracts

Full time and fractional employment contracts of the following types may be offered and used by ACER under this Agreement:

- a) A “**Continuing Appointment**”, under grandfather arrangement in past ACER Enterprise Agreements; or
- b) An “**Ongoing Appointment**”, where the employment has no specified end date; or
- c) A “**Test Developer Initial Term Contract**” of two years where the position is for an initial appointment as a test developer at Research Officer, Research Fellow or Senior Research Fellow level. Where a subsequent contract is to be offered, the appointment will be made under clause 14 (b); or
- d) A “**Limited Term**” of up to two years where the project work is supported by contingent funding as in work in a new area, a pilot or trial project and it is not known if it will be required on an ongoing basis. Where a subsequent contract is to be offered, the appointment will be made under clause 14 (b); or
- e) A “**Fixed Term Project**” of up to two years where the work is for a specified project where it is known at the time of offer that the work will not be required beyond the term of the contract; or
- f) A “**Leave Replacement**” where an employee is appointed to specifically replace an existing employee who are on paid or unpaid leave, including, but not limited to, parental leave; annual leave; personal leave; long service leave.
- g) A “**Recruitment Vacancy Limited Term**” of less than one year where an existing position is vacated and ACER needs to fill the vacancy pending recruitment of an ongoing employee.
- h) A “**Transitional Fixed Term Contract**” created under the transitional arrangements in clause 14.2.

Ongoing Appointment will be the primary mode of employment at ACER unless employment under 14.1 (c) to (g) is warranted by the specified circumstances. Employment contracts will state which of the above clauses the employee is appointed under.

Employees appointed under clause 14.1 (c) (d), (e), (f) and (g) do not require a review of their arrangement and their contract will end on the contracted date. Further notice of contract end will not be required as these contracts have a clear end date and further contracts are not normally offered.

14.2 Transitional arrangements

All employees engaged under clause 14.1 (b) (Fixed Term Contract) of the ACER Enterprise Agreement 2012-2015, will transition to Ongoing Appointments under clause 14.1 (b) of this Agreement within fourteen (14) days following the approval of this Agreement by Fair Work Commission, *unless* the employee engaged under a 14.1 (b) contract formally requests, in writing to the Director Human Resources, that they wish to

continue their employment under the fixed term contract of employment that was in force at the time this agreement was approved.

If an employee requests to continue on their current fixed term contract in accordance with these transitional provisions (a Transitional Fixed Term Contract), they will continue on that contract until the end of the term of that contract and cannot elect to transition to ongoing employment for the duration of that contract. Employees on a Transitional Fixed Term Contract will have their contract reviewed by a Contract Review Committee in accordance with the following provisions.

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

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

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

The Committee will consider:

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

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

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

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

14.3 Approval of positions

The creation, variation and filling of all positions, other than casual positions, are at the discretion of the CEO.

14.4 Probation

New employees will be subject to a period of probation of not less than one month and not exceeding three months, determined by the Director Human Resources in conjunction with the relevant Head of Division or delegate, in advance of the commencement of the employee with ACER.

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

15 Remuneration and allowances

15.1 Basis of assignment to salary scales

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

15.2 Determination of job size

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

15.3 Position Evaluation Committee

The Position Evaluation Committee (PEC) comprises:

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

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

15.4 Notification of job size and market loadings

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

15.5 Incremental progression

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

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

15.6 Employees advancement

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

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

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

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

General employees

The proposed position may be a previously established position and so have an existing position description and job size, or may be a newly proposed position without an established job size. The proposal should make clear the basis for the proposed change with respect to the current or anticipated needs of ACER.

Job size 400 and lower

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

Above job size 400

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

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

Research Officer 1 & 2 and Research Fellow 1 & 2

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

Senior Research Fellow 1 & 2 and Principal Research Fellow

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

Feed back when advancement not approved

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

15.7 Salary loading

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

15.8 Higher duties allowance

ACER recognises the need to provide a Higher Duties Allowance for employees who are requested to perform the duties of certain key positions when the incumbents of those positions are absent from ACER for at least ten consecutive working days and not more than twelve months.

The payment of a Higher Duties Allowance is at the discretion of the Head of Division. Should the Higher Duties Allowance be approved, the employee will be advised whether full or partial responsibilities of the higher position are to be performed, and the amount and anticipated duration of the Higher Duties Allowance. If the organisation's requirement for the performance of work at a higher level is for one year or more, then the CEO will offer a Notice of Variation to Appointment at an appropriate salary level for the duration of the period of work at the higher level:

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

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

15.9 Provisions for employees entitled to overtime

Entitlement to approved overtime

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

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

Approved overtime is paid at the following rates:

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

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

Variation to hours for employees entitled to overtime

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

Entitlement to approved time off in lieu of overtime

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

Entitlement to childcare expense reimbursement

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

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

the employee will be reimbursed for reasonable childcare expenses incurred.

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

15.10 Provisions for employees not entitled to overtime

Employees not entitled to overtime under the provisions of [clause 15.9](#) are entitled to manage their working hours in a flexible manner that fulfils their professional responsibility to meet work obligations and in order to avoid working in excess of a standard working fortnight.

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

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

15.11 Meal allowances

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

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

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

15.12 On-call security

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

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

15.13 First aid allowance

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

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

15.14 Chief Warden allowance

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

15.15 Employee travel and reimbursement of reasonable expenses

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

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

16 Professional development

16.1 Annual performance review

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

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

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

16.2 Annual professional development review

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

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

16.3 Professional development support

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

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

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

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

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

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

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

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

16.4 Informal counselling

Informal counselling may be implemented at any time to outline a process for improving the skill development of an employee. The aim of informal counselling is to raise areas of required development with the employee and agree on an approach to address these areas, without the need to commence a formal Performance Improvement process. The focus of this development may not be purely on the development of technical or job related skills.

Part C: Other conditions of service

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

17 Superannuation

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

Defined Benefit Division/Accumulation 2

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

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

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

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

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

Accumulation 1

ACER contributes 9.5% for full-time and fractional employees who are not members of the Defined Benefit Division/Accumulation 2, and casual employees who earn more than the superannuation guarantee threshold per month or where this criterion is not met, where gross salary exceeds a statutory threshold in any month.

After-tax contributions to superannuation

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

Before-tax contributions to superannuation

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

18 Hours of duty and workloads

General

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

Fractional employees are engaged to work a specified number of hours per fortnight which is less than the ordinary fortnightly hours for a full-time employee in the same classification. By agreement between the fractional employee and a member of Senior Management, the employee may work additional ordinary hours in a fortnight up to the standard full time hours to meet a short term need. Such additional hours will be paid at ordinary rates unless the provision for overtime in [clause 15.9](#) is applicable. Unless otherwise agreed in writing by the relevant member of Senior Management a fractional employee will work on regular nominated days. A fractional employee shall be paid pro-rata according to the number of hours worked based on the salary rate prescribed by the Agreement for a full time employee in the same classification.

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

Home based work

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

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

19 Leave

19.1 Annual leave

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

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

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

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

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

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

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

previous leave patterns and the need for the employee to retain a balance of 4 weeks annual leave.

19.2 Public holidays

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

19.3 ACER holidays

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

19.4 Personal / carers' leave and compassionate leave

Paid personal / carers' leave

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

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

Leave in excess of three consecutive days (22 hours) must be supported by a registered health practitioner's certificate, statutory declaration or other satisfactory evidence. If an employee takes more than 5 uncertificated leave days in a calendar year, and the Director Human Resources has reasonable cause for concern, ACER can require the employee to provide a certificate from a registered health practitioner for all subsequent occasions in that year.

Deductions will be made from salary for personal leave in excess of the accrued entitlement.

Pay in lieu of unused personal leave cannot be claimed on resignation.

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

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

Compassionate leave

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

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

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

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

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

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

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

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

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

Casual employees

For casual employees, compassionate leave is unpaid leave.

19.5 Long service leave

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

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

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

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

- (c) Long service leave must be taken at a time mutually agreeable to the CEO and the employee. Postponement will not result in any loss of entitlement. Applications for long service leave must be recommended by the relevant Head of Division taking into account the requirements of ACER and approved by the CEO at least one month before the leave is taken.
- (d) An entitlement to long service leave in excess of 26 weeks must not be accumulated unless with the written approval of the CEO.
- (e) Employees who have accumulated more than 26 weeks long service leave entitlement, and who have not submitted an acceptable plan to reduce their leave entitlement to no more than 26 weeks, may be required by 3 months written notification by the CEO to take long service leave for a specified period sufficient to return their long service leave entitlement to no more than 26 weeks.

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

19.6 Pre-natal leave

For pregnant employees:

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

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

For employees whose partners are pregnant:

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

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

19.7 Parental leave

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

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

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

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

Primary carer leave

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

Partner leave

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

19.8 Military service leave

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

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

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

19.9 Community services leave

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

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

- (vi) reasonable rest time immediately following the activity; and
- (b) unless the activity is jury service—the employee’s absence is reasonable in all the circumstances.

Where practical the employee must give the relevant Head of Division or delegate at least 24 hours written notice of such leave and indicate the proposed or likely period of absence on such leave.

Jury service

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

19.10 Leave without pay

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

19.11 Flexible leave

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

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

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

19.12 Religious, cultural and ceremonial Leave

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

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

19.13 Blood donation leave

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

19.14 Post travel leave

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

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

For employees who are required to undertake travel on ACER business outside normal business hours, additional support for unavoidable domestic expenses may be provided at the discretion of the CEO.

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

19.15 Domestic / family violence leave

ACER recognises that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore, ACER is committed to providing support to employees that experience domestic violence.

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

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

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

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

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

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

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

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

- (a) changes to their span of hours or pattern or hours and/or shift patterns;
- (b) job redesign or changes to duties;

- (c) relocation to suitable employment within ACER;
- (d) a change to their telephone number or email address to avoid harassing contact; and
- (e) any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.

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

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

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

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

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

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

20 Performance improvement and unsatisfactory performance

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

A judgement that an employee's performance is unsatisfactory can be made at any time during a year. Such a judgement will be made by the line manager after consultation with the line manager's Manager and will take account of the employee's position description and annual performance review.

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

First stage – informal

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

Second stage – formal

- (a) Where the informal stage does not result in satisfactory improvement the line manager will commence the formal performance improvement stage. When Stage 2 is commenced the line manager will notify the relevant Head of Division and the Director Human Resources. The line manager will brief the relevant Head of Division and the Director Human Resources on the progress made in the informal performance improvement stage and the reasons for moving to the formal stage. The Director Human Resources will provide direct guidance and coaching to the line manager on the process and best practice performance feedback. Focus will remain on attempting to assist the employee to improve their performance.
- (b) This stage will also involve a face-to-face meeting with the employee. Both parties have the opportunity to have a support person present (who may represent but not wholly replace the employee) at the meeting. Both parties can request the presence of the Director Human Resources or delegate to assist the parties with the process and/or mediation if required.
- (c) In this stage the employee should be clearly advised that, while the aim is to ensure improvement, if their performance or behaviour does not improve, dismissal for underperformance may be the ultimate result.
- (d) During the meeting both parties should investigate the possible reasons for the poor performance. This includes asking the employee if there are any reasons outside of the workplace that may be contributing so that a more complete perspective of the situation is obtained.
- (e) At this meeting the line manager should:
 - (i) Inform the employee of their non-performance, referring to any relevant performance criteria in previous discussions/agreements, their position description, annual performance review, or contract, or specify the behavioural issues that are of concern that need rectifying.
 - (ii) Provide the employee with a minimum of one week to respond and invite input.

- (iii) Mutually agree to an ACER Performance Improvement Plan (PIP) which should include an opportunity for the employee to improve through appropriate training, coaching, and / or support.
- (iv) Set an appropriate timeframe for the required improvement. This is likely to be a minimum of one month. Factors such as the complexity of the job, the length of time the employee has been in the position, the experience of the employee and / or the agreed improvement plan need to be considered when determining an appropriate time frame.
- (v) Set appropriate review date/s to observe the employee to keep track of their performance and to ensure a formal review of progress is undertaken. It is suggested that these meetings be conducted weekly.
- (f) After each meeting both parties will agree to a written summary of what occurred using the ACER Performance Improvement Plan (PIP) and provide a copy to the employee and the Director Human Resources.
- (g) If agreement cannot be reached between the parties on the content of the written summary, this will be noted on the employees' PIP.

Third and final stage

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

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

21 Misconduct

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

- (a) serious negligence;
- (b) behaviour which endangers others;
- (c) deliberately failing to comply with a lawful and reasonable direction;
- (d) drunkenness or drug taking;
- (e) conduct involving dishonesty;
- (f) harassment of employees or the public;
- (g) unlawful discrimination;
- (h) racial or religious vilification;
- (i) bullying or victimisation;
- (j) criminal activity;
- (k) prohibited activities under the ACER Electronic Communication and Information Systems policy; and

- (l) breaches of intellectual property and confidential information obligations.

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

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

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

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

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

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

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

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

above actions available to them under this clause as if that employee had, in accordance with this clause, been dealt with for misconduct.

22 Termination of employment

Termination of employment may occur in the following ways:

22.1 Resignation

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

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

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

22.2 Redundancy - Continuing Employees

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

Definition:

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

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

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

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

Redundancy Pay – Continuing Employees

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

Redundancy Pay	
Employee’s period of continuous service	Redundancy Pay Period
At least 1 year but less than 2 years	4 weeks
At least 2 year but less than 3 years	6 weeks
At least 3 year but less than 4 years	7 weeks
At least 4 year but less than 5 years	8 weeks
At least 5 year but less than 6 years	10 weeks
At least 6 year but less than 7 years	11 weeks
At least 7 year but less than 8 years	13 weeks
At least 8 year but less than 9 years	14 weeks
At least 9 year but less than 10 years	16 weeks

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

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

22.3 Redundancy – Ongoing Employees

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

Definition:

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

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

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

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

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

Redundancy Pay – Ongoing Employees

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

Redundancy Pay	
Employee’s period of continuous service	Redundancy Pay Period
At least 1 year but less than 2 years	4 weeks
At least 2 year but less than 3 years	6 weeks
At least 3 year but less than 4 years	7 weeks
At least 4 year but less than 5 years	8 weeks
At least 5 year but less than 6 years	10 weeks
At least 6 year but less than 7 years	11 weeks
At least 7 year but less than 8 years	13 weeks
At least 8 year but less than 9 years	14 weeks
At least 9 year but less than 10 years	16 weeks
10 or more years of service	16 weeks plus 1 week per each full year of service over 10 years

Provided that the redundancy payments shall not exceed 32 weeks.

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

22.4 Dismissal

Dismissal for misconduct / where guilty of a serious offence

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

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

Dismissal for unsatisfactory performance

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

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

Dismissal for unsatisfactory performance during a probation period

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

22.5 Expiry of contract

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

23 Accident compensation

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

Make-up pay ceases when:

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

24 Facilities for authorised CPSU representatives

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

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

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

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

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

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

Schedule 1: Salary scales

Salary scales

Salary scales will increase as follows:

- On approval by Fair Work Commission, 3.0 per cent (with back pay to 8 October 2015 for all employees employed at ACER on the date the Agreement is approved by Fair Work Commission).
- 8 October 2016, a further 3.0 per cent.
- 8 October 2017, a further 3.0 per cent.
- 8 October 2018, a further 3.0 per cent.

The procedure for determining job size is contained in [clause 15.1](#) and [clause 15.2](#).

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

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

Schedule 1: Salary scales (continued)

Salary scales effective 8 October 2015						
Job Size	Step 1	Step 2	Step 3	Step 4	Step 5	Casual Hourly Rate
						(Including 33.3% Casual Loading)
100	42,738	43,862	44,986	46,113	47,239	\$31.47
110	44,402	45,572	46,737	47,907	49,076	\$32.69
120	46,068	47,280	48,490	49,703	50,916	\$33.92
130	47,730	48,987	50,243	51,497	52,756	\$35.14
140	49,393	50,695	51,994	53,293	54,598	\$36.37
150	51,060	52,401	53,746	55,092	56,433	\$37.59
160	52,723	54,112	55,498	56,886	58,273	\$38.82
170	54,387	55,820	57,253	58,683	60,111	\$40.04
180	56,053	57,528	59,000	60,480	61,953	\$41.27
190	57,716	59,236	60,754	62,274	63,794	\$42.49
200	59,381	60,945	62,505	64,070	65,633	\$43.72
210	61,046	62,651	64,257	65,863	67,469	\$44.94
220	62,708	64,361	66,012	67,659	69,313	\$46.17
230	64,373	66,069	67,762	69,457	71,150	\$47.40
240	66,037	67,775	69,514	71,253	72,991	\$48.62
250	67,701	69,485	71,264	73,047	74,830	\$49.84
260	69,364	71,192	73,017	74,843	76,668	\$51.07
270	71,030	72,901	74,771	76,638	78,508	\$52.30
280	72,697	74,606	76,519	78,436	80,345	\$53.52
290	74,360	76,317	78,274	80,230	82,188	\$54.75
300	76,022	78,025	80,025	82,025	84,027	\$55.97
310	77,689	79,732	81,778	83,820	85,865	\$57.20
320	79,351	81,442	83,526	85,617	87,705	\$58.42
330	81,016	83,150	85,281	87,415	89,543	\$59.65
340	82,681	84,856	87,032	89,208	91,386	\$60.87
350	84,346	86,563	88,783	91,005	93,224	\$62.10
360	86,009	88,272	90,536	92,797	95,062	\$63.32
370	87,675	89,980	92,287	94,595	96,902	\$64.55
380	89,338	91,686	94,039	96,393	98,741	\$65.77
390	91,004	93,396	95,793	98,185	100,581	\$67.00
400	92,668	95,105	97,543	99,983	102,420	\$68.23
410	94,328	96,813	99,296	101,777	104,262	\$69.45
420	95,993	98,521	101,043	103,573	106,099	\$70.67
430	97,659	100,230	102,799	105,369	107,938	\$71.90
440	99,324	101,937	104,551	107,165	109,778	\$73.13
450	100,987	103,645	106,301	108,960	111,618	\$74.35
460	102,654	105,353	108,053	110,755	113,459	\$75.58

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Salary scales effective 8 October 2015						
Job Size	Step 1	Step 2	Step 3	Step 4	Step 5	Casual Hourly Rate
						(Including 33.3% Casual Loading)
470	104,316	107,059	109,804	112,552	115,297	\$76.80
480	105,980	108,769	111,556	114,345	117,134	\$78.03
490	107,647	110,476	113,309	116,143	118,975	\$79.25
500	109,310	112,187	115,061	117,939	120,814	\$80.48
510	110,971	113,894	116,813	119,734	122,654	\$81.70
520	112,639	115,602	118,563	121,529	124,493	\$82.93
530	114,300	117,310	120,318	123,326	126,336	\$84.16
540	115,966	119,017	122,069	125,123	128,172	\$85.38
550	117,630	120,726	123,820	126,916	130,013	\$86.61
560	119,295	122,434	125,572	128,713	131,852	\$87.83
570	120,961	124,143	127,326	130,508	133,691	\$89.06
580	122,624	125,850	129,078	132,304	135,532	\$90.28
590	124,287	127,559	130,830	134,099	137,370	\$91.51
600	125,953	129,264	132,580	135,896	139,207	\$92.73
610	127,616	130,976	134,334	137,689	141,049	\$93.96
620	129,278	132,684	136,082	139,487	142,889	\$95.18
630	130,946	134,389	137,838	141,283	144,728	\$96.41
640	132,607	136,099	139,588	143,077	146,569	\$97.63
650	134,273	137,806	141,339	144,877	148,404	\$98.86
660	135,937	139,516	143,091	146,669	150,245	\$100.08
670	137,601	141,223	144,845	148,466	152,087	\$101.31
680	139,267	142,932	146,599	150,259	153,926	\$102.54
690	140,932	144,639	148,347	152,057	155,766	\$103.76
700	142,592	146,345	150,099	153,853	157,603	\$104.99
710	144,258	148,055	151,848	155,646	159,441	\$106.21
720	145,923	149,764	153,599	157,440	161,279	\$107.43

Research salary scales effective 8 October 2015						
	Job Size	Step 1	Step 2	Step 3	Step 4	Step 5
RO 1	240	66,037	67,775	69,514	71,253	72,991
RO 2	290	74,360	76,317	78,274	80,230	82,188
RF 1	380	89,338	91,686	94,039	96,393	98,741
RF 2	460	102,654	105,353	108,053	110,755	113,459
SRF 1	540	115,966	119,017	122,069	125,123	128,172
SRF 2	630	130,946	134,389	137,838	141,283	144,728
PRF 1	720	145,923	149,764	153,599	157,440	161,279

Schedule 1: Salary scales (continued)

Salary scales effective 8 October 2016						
Job Size	Step 1	Step 2	Step 3	Step 4	Step 5	Casual Hourly Rate
						(Including 33.3% Casual Loading)
100	44,020	45,177	46,336	47,496	48,656	\$32.41
110	45,734	46,940	48,139	49,345	50,549	\$33.67
120	47,450	48,698	49,945	51,194	52,443	\$34.93
130	49,162	50,456	51,751	53,042	54,338	\$36.20
140	50,874	52,215	53,554	54,892	56,236	\$37.46
150	52,592	53,973	55,359	56,744	58,126	\$38.72
160	54,304	55,735	57,163	58,592	60,021	\$39.98
170	56,019	57,494	58,970	60,444	61,914	\$41.25
180	57,734	59,253	60,770	62,294	63,812	\$42.51
190	59,448	61,013	62,576	64,142	65,708	\$43.77
200	61,162	62,773	64,380	65,992	67,602	\$45.03
210	62,877	64,530	66,184	67,839	69,493	\$46.29
220	64,590	66,291	67,992	69,688	71,392	\$47.56
230	66,304	68,051	69,794	71,541	73,285	\$48.82
240	68,019	69,808	71,599	73,391	75,181	\$50.08
250	69,732	71,569	73,402	75,238	77,074	\$51.34
260	71,445	73,327	75,207	77,088	78,968	\$52.60
270	73,161	75,088	77,014	78,937	80,863	\$53.87
280	74,878	76,844	78,814	80,789	82,756	\$55.13
290	76,591	78,606	80,622	82,637	84,653	\$56.39
300	78,303	80,365	82,426	84,486	86,548	\$57.65
310	80,019	82,124	84,231	86,335	88,441	\$58.92
320	81,732	83,885	86,032	88,185	90,336	\$60.17
330	83,446	85,644	87,839	90,038	92,229	\$61.44
340	85,162	87,401	89,643	91,885	94,127	\$62.70
350	86,876	89,160	91,446	93,735	96,021	\$63.96
360	88,589	90,920	93,252	95,581	97,914	\$65.22
370	90,305	92,679	95,056	97,433	99,809	\$66.49
380	92,018	94,437	96,860	99,284	101,703	\$67.75
390	93,734	96,198	98,667	101,130	103,598	\$69.01
400	95,448	97,958	100,469	102,983	105,493	\$70.27
410	97,158	99,717	102,275	104,831	107,390	\$71.54
420	98,873	101,476	104,074	106,680	109,282	\$72.79
430	100,589	103,237	105,883	108,530	111,176	\$74.06
440	102,304	104,995	107,688	110,380	113,072	\$75.32
450	104,017	106,754	109,490	112,228	114,967	\$76.58
460	105,734	108,513	111,295	114,078	116,862	\$77.84

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Salary scales effective 8 October 2016						
Job Size	Step 1	Step 2	Step 3	Step 4	Step 5	Casual Hourly Rate
						(Including 33.3% Casual Loading)
470	107,446	110,271	113,098	115,929	118,756	\$79.11
480	109,159	112,032	114,903	117,776	120,648	\$80.37
490	110,877	113,790	116,709	119,627	122,545	\$81.63
500	112,589	115,552	118,513	121,477	124,438	\$82.89
510	114,300	117,311	120,318	123,326	126,334	\$84.16
520	116,018	119,070	122,120	125,175	128,228	\$85.42
530	117,729	120,829	123,928	127,026	130,126	\$86.68
540	119,445	122,587	125,732	128,877	132,017	\$87.94
550	121,159	124,348	127,535	130,723	133,913	\$89.20
560	122,873	126,107	129,340	132,574	135,808	\$90.47
570	124,590	127,867	131,145	134,423	137,702	\$91.73
580	126,302	129,625	132,950	136,273	139,597	\$92.99
590	128,016	131,386	134,754	138,122	141,491	\$94.25
600	129,731	133,142	136,557	139,973	143,383	\$95.51
610	131,444	134,905	138,364	141,820	145,281	\$96.78
620	133,157	136,664	140,164	143,671	147,175	\$98.04
630	134,874	138,421	141,973	145,522	149,070	\$99.30
640	136,586	140,182	143,775	147,370	150,966	\$100.56
650	138,301	141,940	145,579	149,223	152,857	\$101.82
660	140,015	143,701	147,383	151,069	154,752	\$103.09
670	141,729	145,460	149,190	152,920	156,649	\$104.35
680	143,445	147,220	150,997	154,767	158,544	\$105.61
690	145,160	148,978	152,797	156,619	160,439	\$106.87
700	146,870	150,736	154,602	158,469	162,331	\$108.14
710	148,585	152,497	156,403	160,316	164,224	\$109.40
720	150,301	154,257	158,207	162,163	166,118	\$110.66

Research salary scales effective 8 October 2016						
	Job Size	Step 1	Step 2	Step 3	Step 4	Step 5
RO 1	240	68,019	69,808	71,599	73,391	75,181
RO 2	290	76,591	78,606	80,622	82,637	84,653
RF 1	380	92,018	94,437	96,860	99,284	101,703
RF 2	460	105,734	108,513	111,295	114,078	116,862
SRF 1	540	119,445	122,587	125,732	128,877	132,017
SRF 2	630	134,874	138,421	141,973	145,522	149,070
PRF 1	720	150,301	154,257	158,207	162,163	166,118

Schedule 1: Salary scales (continued)

Salary scales effective 8 October 2017						
Job Size	Step 1	Step 2	Step 3	Step 4	Step 5	Casual Hourly Rate
						(Including 33.3% Casual Loading)
100	45,341	46,533	47,726	48,921	50,116	\$33.38
110	47,106	48,348	49,584	50,825	52,065	\$34.68
120	48,873	50,159	51,443	52,730	54,017	\$35.98
130	50,637	51,970	53,303	54,633	55,968	\$37.28
140	52,401	53,782	55,161	56,539	57,923	\$38.58
150	54,170	55,592	57,020	58,447	59,869	\$39.88
160	55,933	57,408	58,878	60,350	61,822	\$41.18
170	57,699	59,219	60,739	62,257	63,772	\$42.48
180	59,466	61,031	62,594	64,163	65,726	\$43.78
190	61,231	62,844	64,453	66,066	67,679	\$45.08
200	62,997	64,657	66,311	67,972	69,630	\$46.38
210	64,764	66,466	68,170	69,874	71,578	\$47.68
220	66,527	68,280	70,032	71,779	73,534	\$48.98
230	68,293	70,093	71,888	73,687	75,483	\$50.28
240	70,059	71,903	73,747	75,593	77,436	\$51.58
250	71,824	73,716	75,604	77,495	79,387	\$52.88
260	73,589	75,527	77,463	79,401	81,337	\$54.18
270	75,356	77,341	79,324	81,305	83,289	\$55.48
280	77,125	79,149	81,179	83,212	85,238	\$56.78
290	78,888	80,965	83,041	85,116	87,193	\$58.08
300	80,652	82,776	84,898	87,020	89,145	\$59.38
310	82,420	84,588	86,758	88,925	91,094	\$60.68
320	84,184	86,402	88,613	90,831	93,046	\$61.98
330	85,950	88,214	90,475	92,739	94,996	\$63.28
340	87,716	90,023	92,332	94,641	96,951	\$64.58
350	89,482	91,835	94,190	96,547	98,902	\$65.88
360	91,247	93,648	96,050	98,448	100,851	\$67.18
370	93,014	95,460	97,907	100,356	102,804	\$68.48
380	94,779	97,270	99,766	102,263	104,754	\$69.78
390	96,546	99,084	101,627	104,164	106,706	\$71.08
400	98,312	100,897	103,483	106,072	108,657	\$72.38
410	100,073	102,709	105,343	107,976	110,611	\$73.68
420	101,839	104,520	107,197	109,880	112,561	\$74.98
430	103,607	106,334	109,060	111,786	114,511	\$76.28
440	105,373	108,145	110,918	113,692	116,464	\$77.58
450	107,138	109,957	112,775	115,595	118,416	\$78.88
460	108,906	111,768	114,634	117,500	120,368	\$80.18

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Salary scales effective 8 October 2017						
Job Size	Step 1	Step 2	Step 3	Step 4	Step 5	Casual Hourly Rate
						(Including 33.3% Casual Loading)
470	110,669	113,579	116,491	119,407	122,319	\$81.48
480	112,434	115,393	118,350	121,309	124,267	\$82.78
490	114,203	117,204	120,210	123,216	126,221	\$84.08
500	115,967	119,019	122,069	125,122	128,171	\$85.38
510	117,729	120,830	123,927	127,026	130,124	\$86.68
520	119,498	122,642	125,784	128,930	132,075	\$87.98
530	121,261	124,454	127,646	130,837	134,030	\$89.28
540	123,028	126,265	129,503	132,743	135,978	\$90.58
550	124,794	128,079	131,361	134,645	137,931	\$91.88
560	126,560	129,890	133,220	136,552	139,882	\$93.18
570	128,328	131,703	135,080	138,456	141,833	\$94.48
580	130,091	133,514	136,938	140,361	143,785	\$95.78
590	131,856	135,328	138,797	142,265	145,736	\$97.08
600	133,623	137,136	140,654	144,172	147,684	\$98.38
610	135,388	138,952	142,515	146,075	149,639	\$99.68
620	137,151	140,764	144,369	147,981	151,591	\$100.98
630	138,921	142,574	146,232	149,887	153,542	\$102.28
640	140,683	144,387	148,089	151,791	155,495	\$103.58
650	142,450	146,198	149,946	153,700	157,442	\$104.88
660	144,216	148,012	151,805	155,601	159,395	\$106.18
670	145,981	149,824	153,666	157,508	161,349	\$107.48
680	147,749	151,637	155,527	159,410	163,300	\$108.78
690	149,515	153,447	157,381	161,317	165,252	\$110.08
700	151,276	155,258	159,240	163,223	167,201	\$111.38
710	153,043	157,072	161,095	165,125	169,151	\$112.68
720	154,810	158,885	162,953	167,028	171,101	\$113.98

Research salary scales effective 8 October 2017						
	Job Size	Step 1	Step 2	Step 3	Step 4	Step 5
RO 1	240	70,059	71,903	73,747	75,593	77,436
RO 2	290	78,888	80,965	83,041	85,116	87,193
RF 1	380	94,779	97,270	99,766	102,263	104,754
RF 2	460	108,906	111,768	114,634	117,500	120,368
SRF 1	540	123,028	126,265	129,503	132,743	135,978
SRF 2	630	138,921	142,574	146,232	149,887	153,542
PRF 1	720	154,810	158,885	162,953	167,028	171,101

Schedule 1: Salary scales (continued)

Salary scales effective 8 October 2018						
Job Size	Step 1	Step 2	Step 3	Step 4	Step 5	Casual Hourly Rate
						(Including 33.3% Casual Loading)
100	46,701	47,929	49,158	50,389	51,619	\$34.38
110	48,520	49,798	51,071	52,350	53,627	\$35.72
120	50,340	51,664	52,987	54,311	55,637	\$37.06
130	52,156	53,529	54,902	56,272	57,647	\$38.40
140	53,973	55,395	56,816	58,235	59,661	\$39.74
150	55,795	57,260	58,730	60,200	61,666	\$41.08
160	57,611	59,130	60,645	62,161	63,677	\$42.42
170	59,430	60,996	62,561	64,125	65,685	\$43.76
180	61,250	62,862	64,471	66,088	67,698	\$45.09
190	63,068	64,729	66,387	68,048	69,710	\$46.43
200	64,887	66,596	68,300	70,011	71,719	\$47.77
210	66,707	68,460	70,215	71,971	73,725	\$49.11
220	68,523	70,329	72,133	73,932	75,740	\$50.45
230	70,342	72,196	74,045	75,898	77,748	\$51.79
240	72,161	74,060	75,959	77,860	79,759	\$53.13
250	73,979	75,928	77,872	79,820	81,768	\$54.47
260	75,796	77,793	79,787	81,783	83,777	\$55.81
270	77,616	79,661	81,704	83,745	85,787	\$57.15
280	79,438	81,524	83,614	85,709	87,795	\$58.48
290	81,255	83,393	85,532	87,669	89,809	\$59.82
300	83,072	85,260	87,445	89,631	91,819	\$61.16
310	84,893	87,126	89,361	91,593	93,827	\$62.50
320	86,709	88,994	91,271	93,556	95,837	\$63.84
330	88,528	90,860	93,189	95,521	97,846	\$65.18
340	90,348	92,724	95,102	97,480	99,860	\$66.52
350	92,167	94,590	97,015	99,443	101,869	\$67.86
360	93,984	96,457	98,931	101,402	103,877	\$69.20
370	95,804	98,323	100,844	103,367	105,888	\$70.54
380	97,622	100,188	102,759	105,331	107,897	\$71.87
390	99,442	102,057	104,676	107,289	109,907	\$73.21
400	101,261	103,924	106,588	109,254	111,917	\$74.55
410	103,075	105,790	108,504	111,215	113,930	\$75.89
420	104,894	107,656	110,412	113,177	115,938	\$77.23
430	106,715	109,524	112,331	115,140	117,947	\$78.57
440	108,534	111,389	114,246	117,102	119,958	\$79.91
450	110,352	113,255	116,158	119,063	121,968	\$81.25
460	112,173	115,122	118,073	121,025	123,979	\$82.59

ACER Enterprise Agreement 2015 - 2019

Salary scales effective 8 October 2018						
Job Size	Step 1	Step 2	Step 3	Step 4	Step 5	Casual Hourly Rate
						(Including 33.3% Casual Loading)
470	113,989	116,987	119,986	122,989	125,988	\$83.92
480	115,807	118,855	121,900	124,948	127,995	\$85.26
490	117,629	120,720	123,816	126,912	130,008	\$86.60
500	119,446	122,589	125,731	128,875	132,017	\$87.94
510	121,261	124,455	127,645	130,837	134,028	\$89.28
520	123,083	126,321	129,557	132,798	136,037	\$90.62
530	124,899	128,188	131,475	134,762	138,050	\$91.96
540	126,719	130,053	133,389	136,726	140,057	\$93.30
550	128,538	131,921	135,302	138,684	142,068	\$94.64
560	130,356	133,787	137,216	140,648	144,079	\$95.98
570	132,178	135,654	139,132	142,610	146,088	\$97.32
580	133,994	137,519	141,047	144,572	148,099	\$98.65
590	135,812	139,388	142,961	146,533	150,108	\$99.99
600	137,632	141,250	144,873	148,497	152,115	\$101.33
610	139,449	143,121	146,790	150,457	154,128	\$102.67
620	141,266	144,987	148,700	152,421	156,138	\$104.01
630	143,088	146,851	150,619	154,384	158,149	\$105.35
640	144,904	148,719	152,531	156,344	160,160	\$106.69
650	146,724	150,584	154,445	158,311	162,166	\$108.03
660	148,542	152,452	156,359	160,269	164,177	\$109.36
670	150,360	154,319	158,276	162,233	166,189	\$110.71
680	152,181	156,186	160,193	164,193	168,199	\$112.05
690	154,000	158,051	162,103	166,157	170,210	\$113.38
700	155,814	159,916	164,017	168,120	172,217	\$114.72
710	157,634	161,784	165,928	170,079	174,225	\$116.06
720	159,454	163,651	167,842	172,039	176,234	\$117.40

Research salary scales effective 8 October 2018						
	Job Size	Step 1	Step 2	Step 3	Step 4	Step 5
RO 1	240	72,161	74,060	75,959	77,860	79,759
RO 2	290	81,255	83,393	85,532	87,669	89,809
RF 1	380	97,622	100,188	102,759	105,331	107,897
RF 2	460	112,173	115,122	118,073	121,025	123,979
SRF 1	540	126,719	130,053	133,389	136,726	140,057
SRF 2	630	143,088	146,851	150,619	154,384	158,149
PRF 1	720	159,454	163,651	167,842	172,039	176,234

Schedule 2: Casual employees

The following provisions apply in respect of casual employees:

1. The minimum period of work that a casual employee may be employed in one day is 4 consecutive hours, except by agreement between the employee and ACER.
2. Casual employees are engaged with no guarantee or expectation of work beyond the period of their current employment.
3. Casual employees are not entitled to leave provisions but a loading in lieu is included in casual hourly rates of pay.
4. Eligible casual employees are entitled to the Pre-Natal Leave and Parental Leave provisions in the relevant [Pre-Natal leave](#) and [Parental Leave](#) clauses.
 - 4.1 An eligible casual employee is defined as a casual employee:
 - (i) who has been engaged by ACER on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months; and
 - (ii) who, but for an expected birth or an expected placement of a child, would have a reasonable expectation of continuing engagement by ACER on a regular and systematic basis.
 - 4.2 A casual employee is also an eligible casual employee if:
 - (i) the employee was engaged by ACER on a regular and systematic basis for a sequence of periods during a period (the first period) of less than 12 months; and
 - (ii) at the end of the first period of employment, the employee ceased, on the employer's initiative, to be so engaged by the employer; and
 - (iii) ACER later again engaged the employee on a regular and systematic basis for a further sequence of periods during a period (the second period) that started no more than 3 months after the end of the first period of employment; and
 - (iv) the combined length of the first period of employment and the second period of employment is at least 12 months; and
 - (v) the employee, but for an expected birth or an expected placement of a child, would have reasonable expectation of continuing engagement by the employer on a regular and systematic basis.
5. Casual employees who are requested to work more than 73 hours 20 minutes per pay fortnight are entitled to be paid overtime at the rate of time and a half for the first three hours and double time thereafter. Casual employees must not be requested to work hours that will incur overtime rates without the approval of the relevant Senior Manager.
6. A casual employee who has been employed on an average of 30 hours or more per week for 12 months, shall be offered a term contract appointment of not less than one year. The employee will be under no obligation to accept the offer and may continue to be employed on a casual basis.
7. ACER will contribute superannuation for casual employees in accordance with the prevailing superannuation guarantee laws, to the Accumulation 1 Plan of the superannuation scheme operated by UniSuper Ltd. UniSuper Ltd is the default fund for casual employee membership and contributions. Casual employees may elect to nominate an alternative registered superannuation fund on approval of this Agreement by the Fair Work Commission and the successful amendment of the Trust Deed that governs ACER's superannuation contribution agreement with UniSuper Ltd.

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

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

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

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

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

Casual hourly rate of pay

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

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

Casual marking and test administration (invigilation)

Rates of payment for marking and test administration are determined project by project on the basis of the complexity and nature of the work involved and are paid on the basis of either work completed (sessional rate) or time spent calculated at the appropriate job size commensurate with the task. The nature of the work and the rate offered is made explicit prior to commencement.

Junior rates

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

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

Schedule 3: Allowances and loadings

1. The “On-call” Security allowance referred to in [clause 15.12 \(a\)](#) is as follows:

8 October 2015	8 October 2016	8 October 2017	8 October 2018
\$106.59 per week	\$109.79 per week	\$113.09 per week	\$116.48 per week

2. The Travel Reimbursement referred to in [clause 15.12 \(b\)](#) is as follows:

For the period to 7 October 2015	66 cents per kilometre	Adjusted on 8th October in each subsequent year by the current Australian Tax office rate
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3. The Meal allowance referred to in [clause 15.11](#) is as follows:

8 October 2015	8 October 2016	8 October 2017	8 October 2018
\$24.54	\$25.28	\$26.04	\$26.82

4. The First Aid allowance referred to in [clause 15.13](#) is as follows:

8 October 2015	8 October 2016	8 October 2017	8 October 2018
\$24.59 per fortnight	\$25.32 per fortnight	\$26.08 per fortnight	\$26.86

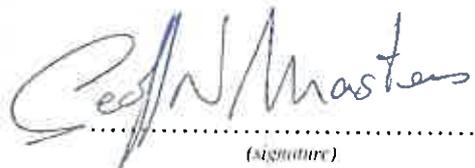
5. The Chief Warden allowance referred to in [clause 15.14](#) is as follows:

8 October 2015	8 October 2016	8 October 2017	8 October 2018
\$24.59 per fortnight	\$25.32 per fortnight	\$26.08 per fortnight	\$26.86

Signature page

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

GEOFFEREY N MASTERS
Chief Executive Officer



.....
(signature)

Date: 5 July 2016

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

KAREN BATT
Victorian Branch Secretary



.....
(signature)

Date: 5th July 2016

t (03) 9277 5651
e steven.dover@acer.edu.au

Your Reference: **AG2016/1744**

18 August 2016

ATT Keryn Midwood – Member Support Team Research

Dear Commissioner Lee,

RE: AG2016/1744 - Application for approval of the Australian Council for Educational Research Limited Enterprise Agreement 2015-2019

The Australian Council for Educational Research Limited offers the following undertaking in respect to the Australian Council for Educational Research Limited Enterprise Agreement 2015-2019.

All employees who elect to take a Transitional Fixed Term Contract pursuant to Clause 14.2 of the Agreement will continue to be covered by the Australian Council for Educational Research Limited Enterprise Agreement 2015-2019.

Thank you for your consideration in this matter.

Yours sincerely



Steven Dover
Director Human Resources