



# DECISION

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

**Australian Communications and Media Authority**  
(AG2017/4318)

## **AUSTRALIAN COMMUNICATIONS AND MEDIA AUTHORITY ENTERPRISE AGREEMENT 2017 - 2020**

Australian Capital Territory

COMMISSIONER GREGORY

MELBOURNE, 25 OCTOBER 2017

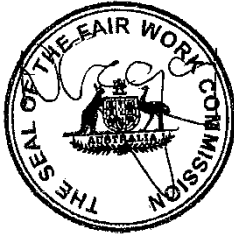
*Application for approval of the Australian Communications and Media Authority Enterprise Agreement 2017 - 2020.*

[1] An application has been made for approval of an enterprise agreement known as the *Australian Communications and Media Authority Enterprise Agreement 2017 - 2020* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Australian Communications and Media Authority. The Agreement is a single enterprise agreement.

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

[3] The CPSU, the Community and Public Sector Union, Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia and The Association of Professional Engineers, Scientists and Managers, Australia are bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) I note that the Agreement covers these organisations.

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 1 November 2017. The nominal expiry date of the Agreement is 1 November 2020.



COMMISSIONER

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# ACMA ENTERPRISE AGREEMENT

2017-2020

**Formal Acceptance of Agreement**

This Agreement is made under Part 2-4 of the *Fair Work Act 2009*. By signing below, the employer and the bargaining representatives signify their agreement to its terms.

**Employer**



Date

18.9.2017

Richard Bean,  
Acting Chairman, Australian  
Communications and Media Authority  
Bay Centre, Level 5, 65 Pirrama Rd,  
Pyrmont NSW 2009

**Employee Organisations**

Signature:



Date

19.9.2017

Name: Melissa Donnelly,

Deputy Secretary, Community and Public Sector Union  
Level 5, 191-199 Thomas St Haymarket, NSW, 2000

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# **PART A: SCOPE OF THE AGREEMENT**

## **A1 Title**

A1.1 This Agreement shall be known as the *Australian Communications and Media Authority Enterprise Agreement 2017 - 2020*.

## **A2 Application**

A2.1 This Agreement is made in accordance with section 172 of the *Fair Work Act 2009*. This Agreement covers the Chair of the ACMA on behalf of the Commonwealth of Australia and non-SES employees employed by the ACMA under the *Public Service Act 1999*.

## **A3. Operation**

A3.1 This Agreement commences 7 days after it is approved by the Fair Work Commission. The nominal expiry date is 3 years after the date of commencement.

A3.2 The operation of this Agreement is supported by policies, management instructions and guidelines. These policies, management instructions and guidelines do not form part of this Agreement. If there is any inconsistency between the policies, management instructions and guidelines and the terms of this Agreement, the express terms of this Agreement will prevail.

A3.3 The Agency and its employees agree that such policies, management instructions and guidelines will be available to all employees and will be updated as necessary following consultation.

A3.4 The Chair may, in writing, delegate to, or authorise a person to perform any of the powers or functions under this Agreement and, may do so, subject to conditions.

## **A4. Entitlements under Commonwealth laws**

A4.1 Without incorporation into this Agreement, entitlements, if any, contained in the *Public Service Act 1999*, the *Fair Work Act 2009* and other Commonwealth legislation will continue to apply. This includes but is not limited to:

- a) long service leave;
- b) maternity and parental leave;
- c) superannuation;
- d) work health and safety;
- e) workers' compensation;
- f) review of actions;
- g) disability, age and racial discrimination; and
- h) human rights and equal opportunity.

## **A5. Principles and values-based employment**

A5.1 The ACMA is committed to:

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

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

## **A6. Flexibility**

A6.1 The Chair and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of a term of the Agreement, where the arrangement meets the genuine needs of the employee and the ACMA.

A6.2 The Chair must ensure that an individual flexibility arrangement agreed under this clause:

- a) deals with 1 or more of the following matters:
  - (i) arrangements about where work is performed;
  - (ii) overtime rates;
  - (iii) penalty rates;
  - (iv) allowances;
  - (v) remuneration; and
  - (vi) leave;
- b) is about permitted matters under section 172 of the *Fair Work Act 2009*;
- c) does not include unlawful terms under section 194 of the *Fair Work Act 2009*;
- d) results in the employee being better off overall than if no arrangement was agreed to;
- e) is in writing;
- f) is signed by both the employee and the Chair and, if the employee is under 18 years of age, is signed by their parent or guardian;
- g) is able to be terminated by either the employee or the Chair giving not more than 28 days written notice, or at any time by agreement between the employee and the Chair in writing; and
- h) is given to the employee within 14 days after it is agreed to.



A6.3 An individual flexibility arrangement must be genuinely agreed between the employee and the Chair.

A6.4 The written individual flexibility agreement will include:

- a) the terms of the Enterprise Agreement that will be varied by the arrangement;
- b) how the arrangement will vary the effect of the terms;
- c) 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
- d) the day on which the arrangement commences.

## **A7. General consultation with employees**

A7.1 The ACMA is committed to communicating and consulting with employees on workplace matters and will maintain the National Consultative Forum (NCF) comprising:

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

A7.2 The NCF will have primary responsibility for monitoring the implementation of this Agreement with respect to employees covered by this Agreement.

A7.3 The NCF will maintain agreed Terms of Reference. Further information can be found in the NCF Terms of Reference. As required, from time to time, any changes to the Terms of Reference will be consulted and agreed at the NCF.

A7.4 Employees may raise issues for discussion at the NCF through any representative who attends the NCF.

## **A8. Consultation relating to major change**

A8.1 This term applies if the ACMA:

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

A8.2 For a major change referred to in A8.1 (a):

- a) the ACMA must notify the relevant employees of the decision to introduce the major change; and
- b) A8.3 to A8.9 apply.

A8.3 The relevant employees may appoint a representative for the purposes of the procedures in this term.

A8.4 If:

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

- A8.5 As soon as practicable after making its decision, the ACMA must:
- a) discuss with the relevant employees:
    - (i) the introduction of the change; and
    - (ii) the effect the change is likely to have on the employees; and
    - (iii) measures the ACMA is taking to avert or mitigate the adverse effect of the change on the employees: and
  - b) for the purposes of the discussion—provide, in writing, to the relevant employees:
    - (i) all relevant information about the change including the nature of the change proposed; and
    - (ii) information about the expected effects of the change on the employees; and
    - (iii) any other matters likely to affect the employees.
- A8.6 However, the ACMA is not required to disclose confidential or commercially sensitive information to the relevant employees.
- A8.7 The ACMA must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- A8.8 If a term in the Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the ACMA, the requirements set out in A8.2 (a) and A8.3 to A8.5 are taken not to apply.
- A8.9 In this term, a major change is **likely to have a significant effect on employees** if it results in:
- a) the termination of the employment of employees; or
  - b) major change to the composition, operation or size of the ACMA's workforce or to the skills required of employees; or
  - c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - d) the alteration of hours of work; or
  - e) the need to retrain employees; or
  - f) the need to relocate employees to another workplace; or
  - g) the restructuring of jobs.
- A8.10 For a change referred to in A8.1 (b):
- a) the ACMA must notify the relevant employees of the proposed change; and
  - b) A8.11 to A8.15 apply.
- A8.11 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- A8.12 If:
- a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - b) the employee or employees advise the ACMA of the identity of the representative;

the ACMA must recognise the representative.

- A8.13 As soon as practicable after proposing to introduce the change, the ACMA must:
- a) discuss with the relevant employees the introduction of the change; and
  - b) for the purposes of the discussion — provide to the relevant employees:
    - (i) all relevant information about the change including the nature of the change; and
    - (ii) information about what the ACMA reasonably believes will be the effects of the change on the employees; and
    - (iii) information about any other matters that the ACMA reasonably believes are likely to affect the employees; and
  - c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- A8.14 However, the ACMA is not required to disclose confidential or commercially sensitive information to the relevant employees.
- A8.15 The ACMA must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- A8.16 In this term:
- “**relevant employees**” means the employees who may be affected by a change referred to in A8.1.

## **A9. Work health and safety**

- A9.1 The ACMA and its employees will be governed by the provisions of the *Work Health and Safety Act 2011 (Cth)* (WHS Act).

## **A10. Employee support and representation**

- A10.1 Employees may be assisted, accompanied and represented by another person, including an employee representative, in any matter relating to their employment.
- A10.2 An employee who chooses to be assisted, accompanied or represented will inform the relevant ACMA management of that prior to the commencement of any discussions.
- A10.3 If, during a discussion at which an employee is not assisted, accompanied or represented, the employee subsequently chooses to be assisted, accompanied or represented, the meeting will be suspended and reconvened.

## **PART B: WORKING ENVIRONMENT**

### **B1. Flexible working arrangements**

- B1.1 Other than in emergency situations, the pattern of hours which employees (including executive level employees) will work is a matter for discussion between managers and employees taking into account the operational requirements of the work area and, wherever possible, the personal needs of the employee. Where agreement cannot be reached an employee will work standard hours.
- B1.2 Circumstances under which eligible employees have the right to request flexible working arrangements are where:
- a) the employee is a parent, or has responsibility for the care of a child who is of school age or younger;
  - b) the employee is a carer;
  - c) the employee has a disability;
  - d) the employee is 55 or older;
  - e) the employee is experiencing violence from a member of the employee's family; or
  - f) the employee provides care or support to a member of their immediate family or household who requires care or support because they are experiencing violence from the member's family.

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

- B1.3 Unless there are reasonable business grounds to refuse, the ACMA will agree to requests for flexible working arrangements in accordance with the provisions of the *Fair Work Act 2009*.
- B1.4 The standard ordinary hours of work for employees in the ACMA are 37 hours and 30 minutes a week for full-time employees (7.5 hours a day). For part-time employees, standard ordinary hours of duty are those agreed in their part-time work agreement.
- B1.5 Standard hours are from Monday to Friday between the hours of 8.30am and 12.30pm and 1.30pm and 5.00pm.
- B1.6 The span of hours (bandwidth) during which employees may work normal hours is 7.00am to 7.00pm, Monday to Friday.
- B1.7 Employees must not work for more than 5 consecutive hours without a break of at least 30 minutes.
- B1.8 Employees, excluding those employed at the Executive (or equivalent) Level who shall make arrangements with their manager, will each day record their actual times of arrival and departure and any breaks in attendance.

## **B2. Flextime**

- B2.1 Employees at or below the APS 6 level are entitled to access flextime arrangements. Employees must receive prior approval to access flex leave. Further information is available in People Management Instruction Flexible working arrangements.
- B2.2 Employees eligible for the flextime scheme must not work more than 10 hours ordinary duty on any one day.
- B2.3 The ACMA's flextime arrangements include the following features:
- a) an employee may carry over a maximum of 37.5 hours as a flex credit and up to 15 hours as a flex debit into the next settlement period;
  - b) a settlement period is a 4 week period comprising 150 ordinary hours for a full time employee;
  - c) an employee may, subject to operational requirements and prior approval from their manager, take up to 4 days as flextime in any 1 settlement period or 5 consecutive days over 2 consecutive periods; and
  - d) the Chair may direct an employee to revert to standard hours where:
    - (i) the employee has misused flextime arrangements; or
    - (ii) the employee's attendance is unsatisfactory.
- B2.4 The Chair's direction will be in writing and include reasons for requiring reversion to standard hours. Access to flextime arrangements will be restored where the Chair is satisfied that there has been satisfactory resolution of the issue of concern.

## **B3. Overtime**

- B3.1 With the prior approval of the Chair, overtime is payable to an employee who is not an Executive Level (or equivalent) employee for work performed outside the standard ordinary hours of duty, on a weekend or public holiday, or in excess of standard working hours on any weekday.
- B3.2 Where necessitated by operational requirements, the Chair may direct an employee to work overtime outside standard ordinary hours as defined in clause B1.4. Wherever possible advance notice will be given.
- B3.3 An employee may refuse to work additional hours where the employee considers such additional hours to be unreasonable.
- B3.4 An eligible employee has the option of either being paid overtime or taking TOIL (time off in lieu) at a time agreed by the employee and manager and subject to operational requirements.

The rates used in calculating payment or TOIL for overtime are:

- a) Monday to Saturday – time and one half for the first 3 hours each day and double time thereafter;
  - b) Sundays – double time; or
  - c) Public holidays – an additional payment of time and a half will apply for the first 7.5 hours and double time and a half thereafter, resulting in the employee earning double time and a half for the entire period worked.
- B3.5 The minimum period of payment for overtime or TOIL where overtime is not continuous with ordinary duty is 1 hour.
- B3.6 Travel to and from the workplace for overtime duty is not included in the calculation of overtime payment.
- B3.7 If an employee works overtime they will be entitled to an 8 hour break plus reasonable travelling time before reporting for ordinary duty. If this is not possible due to operational requirements and the Chair directs the employee to return to work without an 8 hour break, the employee will be paid double time until ceasing duty.

#### **B4. Official travel on weekends, public holidays and outside normal hours**

- B4.1 Official travel, wherever possible, should be undertaken during the 7.00am to 7.00pm bandwidth. When operational requirements result in an employee who is not an Executive Level (or equivalent) employee needing to travel on weekends, public holidays or outside normal working hours, the employee can access TOIL at single time based on actual travel times.

#### **B5. Executive level**

- B5.1 Remuneration for Executive Level (or equivalent) employees compensates for the extra demands which may be placed upon them, including working beyond standard hours. Where these demands increase and the employee has been required to work additional hours, which may include travel, the employee's manager may provide the employee with paid time off in lieu (TOIL) in broad recognition of the additional hours worked.
- B5.2 Where operational requirements necessitate official travel on weekends, public holidays or outside normal working hours, TOIL at single time based on actual travel times is an appropriate mechanism to minimise the impact on employees.

#### **B6. Home-based work**

- B6.1 The Chair may approve requests for employees to work from home on an ad hoc or a regular basis. For more information on home-based work, employees should refer to People Management Instruction Flexible working arrangements.
- B6.2 The ACMA will provide appropriate support towards establishing a home-based work site including computer equipment, software and other facilities if the home-based work arrangement is on a long term or regular basis.

## **B7. Part-time employment**

- B7.1 Employees may request part-time work which the Chair may approve subject to operational requirements. Part-time work may include job sharing arrangements.
- B7.2 A part-time employee is one who works a regular number of hours and whose hours of work are less than 150 hours over the four week settlement period. The Chair will agree with the employee the number of days and number of hours to be worked, under the four-week settlement period.
- B7.3 A part-time employee must work a minimum of 3 consecutive hours on each day that the employee works.
- B7.4 Employees returning to work after the birth, adoption or fostering of a child have the right to part-time employment until the child reaches the age of 2.
- B7.5 Part-time employment may be approved on a permanent basis or for a specified period. When part-time employment is approved on either a permanent basis or for a specified period, changes to the approved arrangement may only take place with the agreement of both the ACMA and the employee.
- B7.6 For more information on part-time employment, employees should refer to People Management Instruction: Flexible working arrangements.

## **B8. Public holidays**

- B8.1 In accordance with the *Fair Work Act 2009* employees will be entitled to public holidays as specified by law in the relevant State or Territory where they are employed.
- B8.2 The Chair and an employee may agree on the substitution of a day or part-day that would otherwise be a public holiday, having regard to operational requirements.
- B8.3 An employee, who is absent on a day or part-day that is a public holiday in the place where the employee is based for work purposes, is entitled to be paid for the part or full day absence as if that day or part-day was not a public holiday, except where that person would not have worked on that day.
- B8.4 Where a public holiday falls during a period when an employee is absent on leave without pay, long service leave or maternity/parental leave, there is no entitlement to receive payment as a public holiday. Payment for that day will be in accordance with the entitlement for that form of leave (e.g. if on long service leave at half pay, payment is at half pay). Note that, in accordance with the National Employment Standards, an employee is not taken to be on annual leave or personal/carer's leave on a public holiday.

## **B9. Christmas closedown**

- B9.1 The ACMA will close its normal operations from the close of business on the last working day before Christmas, with business resuming on the first working day after New Year's Day.
- B9.2 Employees will be provided with time off for the working days between Christmas and New Year's Day and will be paid in accordance with their ordinary hours of work. Where an employee is absent on leave without pay, long service leave or maternity/parental

leave, payment for the Christmas close down will be in accordance with the entitlement for that form of leave (e.g. if on long service leave at half pay, payment is at half pay).

- B9.3 An employee will not be taken to be on annual leave or personal/carer's leave for the Christmas close down days and there will be no deduction from an employee's credits.

## **B10. Resignation**

- B10.1 Employees will, where practicable, give at least 2 weeks' written notice of their intention to resign or retire unless a shorter period is requested and agreed by the relevant manager.
- B10.2 Resignations will be deemed to take effect at close of business of the resignation date except that where an employee submits a resignation which takes effect on a public holiday, the resignation will be deemed to take effect at close of business on the working day immediately prior to the public holiday.

## **B11. Diversity and dignity at work**

- B11.1 The ACMA and its employees recognise that diversity (which includes differences in expertise, background, working style, preferences, beliefs, learning style, perspectives, cultures and interests, increases innovation, learning and productivity and so commit to value and respect individual differences.
- B11.2 As part of its commitment to workplace diversity, the ACMA:
- a) encourages Aboriginal and Torres Strait Islander people, people from non-English speaking backgrounds, people with disabilities and women not only to apply for positions but to progress through all classification levels; and
  - b) encourages all employees to contribute their strengths and realise their full potential.
- Further information is available in the ACMA Workplace Diversity Plan.
- B11.3 The ACMA and its employees recognise that all persons at the workplace are entitled to be treated with dignity and respect. Accordingly, the parties commit to eliminating any and all forms (including direct and indirect) of discrimination, harassment and bullying, and to behaving respectfully and courteously. This includes treating others politely, fairly, honestly and objectively, and in a non-discriminatory manner that recognises a person's rights and personal dignity.
- B11.4 As part of the processes in place to assist in eliminating harassment and bullying in the workplace, the ACMA has and will continue to appoint Harassment Contact Officers. Further information about the Harassment Contact Officer Network is available in People Management Instruction Workplace behaviour and review.
- B11.5 Nothing in this clause affects:
- a) treatment exempted under Commonwealth anti-discrimination legislation;
  - b) the right to pursue matters in any state or federal jurisdiction, including through the Australian Human Rights Commission; or
  - c) any exemptions permitted by the *Fair work Act 2009 (Cth)*.



B11.6 In this clause discrimination includes unjust or prejudicial treatment of another person on the basis of race, colour, sex, sexual orientation, gender identity, age, physical or mental disability, relationship or marital status, family responsibilities, pregnancy, religion, political opinion, national extraction, social origin or industrial affiliation.

## **PART C: PERFORMANCE AND REMUNERATION**

### **C1. Performance and development**

- C1.1 Employees must participate in the ACMA Performance and Development Framework and maintain a current performance and development plan which is developed with their manager. The performance and development framework cycle runs from July to June each year.
- C1.2 At each formal performance review, the manager will assess the employee's work performance using the following five point rating scale:
- a) Outstanding - the employee has made an outstanding contribution to the agency by significantly exceeding at least one performance expectation (in addition to consistently exceeding a number of others) at this classification level;
  - b) Exceeds expectations - the employee has made a very strong contribution to the agency by consistently exceeding a number of performance expectations (and meeting all others) at this classification level;
  - c) Meets expectations - the employee has made a positive contribution to the agency by consistently meeting all performance expectations at this classification level;
  - d) Meets some expectations - the employee meets some but not all performance expectations at this classification level and further development is required;
  - e) Does not meet expectations - the employee does not meet performance expectations at this classification level.
- C1.3 As part of the employees' performance and development plan, employees and their managers are required to develop individual learning and development plans to support:
- a) building common core capabilities;
  - b) acquiring supporting core capabilities related to different job functions;
  - c) developing technical skills that may be required; and
  - d) continuing professional development.

#### ***Performance improvement***

- C1.4 Underperformance is identified when a manager makes an assessment at any time during the performance and development framework cycle that an employee's performance needs improvement or is unsatisfactory.
- C1.5 Where underperformance is identified, the ACMA will work with the affected employee and their manager(s) to assist the employee to attain and sustain a performance standard of 'meets expectations'.
- C1.6 The manager will counsel the employee and detail deficiencies in performance. The employee and manager will agree on the remedial action to be taken and feedback mechanisms and timing.

- C1.7 If after a reasonable period of time, which would usually be no more than 6 weeks, the employee's performance continues to not meet the performance standard of 'meets expectations', a formal underperformance process will commence. The manager will issue a written warning to the employee that:
- a) specifies the acceptable standard of work;
  - b) details how the employee's work does not meet the standard; and
  - c) notifies that performance must improve over the next three months.
- C1.8 The manager will provide feedback to the employee at least fortnightly and will prepare a monthly progress report. The employee will have the opportunity to comment on that report.
- C1.9 If the employee is not performing at the expected standard at the end of three months, the matter will be referred to the Chair with all reports and a recommendation for further action. Recommendations can be:
- a) reassignment of duties;
  - b) reduction in ACMA local designation (APS classification level); or
  - c) termination of employment.
- C1.10 The employee will be notified in writing and will have seven days in which to show cause as to why one or more of the actions should not be taken.
- C1.11 If salary is reduced without consent, the employee may lodge an appeal with the Chair.
- C1.12 For more information about performance and development including the responsibilities, rights and obligations of employees and managers, employees should refer to People Management Instruction: Performance and Development.

## **C2. Studies assistance**

- C2.1 All ongoing employees and non-ongoing employees engaged for 12 months or longer, except participants of the Graduate program, Technical trainees and Cadets, are eligible to apply for studies assistance.
- C2.2 The provision of studies assistance is discretionary, and should not be considered an automatic right. Approval for studies assistance will be on an academic period basis.
- C2.3 An approved student may be granted:
- a) up to two and a half hours of paid leave per unit/subject to a maximum of five hours study leave per week, or a pro-rata amount if the employee works part-time; or
  - b) in exceptional circumstances, up to three hours of paid leave per unit/subject to a maximum of six hours study leave per week; or
  - c) a total of eight hours per week for employees with special needs and/or requirements, for example, Aboriginal and Torres Strait Islanders, people with disabilities or working in remote locations.

- C2.4 If an approved student's study commitments require less than the full weekly amount of study leave, the unused portion of the entitlement may, subject to approval by the employee's manager be used during the relevant academic period for other study commitments, for example, preparation of assignments or study for examinations.
- C2.5 An approved student may be granted examination leave for up to two days per unit/subject in an academic period for preparation for an attendance at compulsory examinations, or for the completion of assignments, essays or projects that are a required component of study.
- C2.6 Unless the Chair determines otherwise, an approved student may be granted financial assistance of up to \$3,000 (plus any GST component) per academic period for compulsory fees, books and study materials. Unless the Chair determines otherwise, financial assistance will be by way of reimbursement at the end of the relevant academic period on proof of expenditure and successful completion of studies.
- C2.7 For more information about studies assistance including the responsibilities, rights and obligations of employees and managers, employees should refer to People Management Instruction Performance and Development.

### **C3. Remuneration**

- C3.1 The salary rates that will apply throughout the life of this Agreement are set out in Appendix A.
- C3.2 In recognition of the commitment demonstrated by employees to this Agreement and associated productivity initiatives, salary will increase as follows:
- 3% on commencement of the Agreement;
  - 2% 12 months after the commencement of the Agreement; and
  - 1% 18 months after the commencement of the Agreement.
- C3.3 All employees shall be paid fortnightly and salary will be paid by electronic funds transfer into a financial institution account of the employee's choice, unless otherwise agreed with the Chair.
- C3.4 The fortnightly salary will be ascertained by applying the following formula:  
Fortnightly salary = Annual salary multiplied by 12 and divided by 313.
- C3.5 An employee may apply for prepayment of salary when approved leave includes at least one payday.
- C3.6 A part-time employee will be paid on a pro rata basis for the hours worked each fortnight in accordance with the above formula.
- C3.7 The schedule at Appendix B defines the conditions which apply to employees who, because of the effects of a disability, are eligible for a supported wage under the terms of this Agreement.
- C3.8 Junior rates of pay will apply to employees at the APS 1 level as a percentage of the equivalent minimum adult rate of pay as follows:

- a) under 18 years 60 per cent;
  - b) at 18 years 70 per cent;
  - c) at 19 years 81 per cent;
  - d) at 20 years 91 per cent.
- C3.9 An employee who is engaged to perform duties that are intermittent or irregular under s22(2)(c) of the *Public Service Act 1999* will receive a 20% loading in lieu of public holidays on which the employee is not rostered to work and all paid leave except long service leave. Unpaid leave is provided, as appropriate, in accordance with the NES.
- C3.10 Remuneration packaging will be available to all employees covered by this Agreement. If remuneration packaging arrangements are provided by the ACMA, the only cost to the employee will be any banking charges imposed by the ACMA payroll provider. Further information about remuneration packaging is available on the ACMA's intranet.
- C3.11 Executive Level 2 (or equivalent) employees assessed as 'exceeds expectations' or 'outstanding' may be entitled to a performance bonus after the end of each performance cycle. An employee is eligible to receive a performance bonus on a pro rata basis provided that the employee's performance at the Executive Level 2 (or equivalent) level has been assessed as 'exceeds expectations' or 'outstanding' and the employee has worked at the Executive Level 2 (or equivalent) classification for a period of 3 months or more during the performance and development cycle..

#### **C4. Superannuation**

- C4.1 Eligible employees may exercise superannuation choice in accordance with the relevant Commonwealth legislation. The ACMA will provide an employer contribution of 15.4% of the employee's fortnightly contribution salary or ordinary time earnings for members of the Public Sector Superannuation Accumulation Plan (PSSap). Employer contributions for employees in other accumulation schemes will be at the same rate as for employees in PSSap.
- C4.2 Employer contributions will not be reduced by any other contributions made through remuneration packaging arrangements. This clause does not apply where a superannuation fund cannot accept employer superannuation contributions (e.g. unable to accept contributions for people aged over 75).
- C4.3 Employer superannuation contributions will not be paid on behalf of employees during periods of unpaid leave that do not count as service, unless otherwise required under this Agreement or other legislation.
- C4.4 Employees over the age of 75 will receive a superannuation allowance where the ACMA is not permitted by legislation to pay an employer contribution to the employee's fund. The allowance will be equivalent to the gross amount the ACMA would have paid as employer contributions (less any contribution amount accepted to the employee's superannuation fund), will be taxable and will be paid fortnightly with salary. The allowance will not count as salary for any purpose.

C4.5 The ACMA will limit superannuation choice to complying superannuation funds that allow employee and/or employer contributions to be paid through fortnightly electronic funds transfer.

## **C5. Salary on engagement, promotion, movement at level or reduction**

- C5.1 An employee engaged to work at or promoted to (including internal promotion) a job in the ACMA will receive salary at no less than the minimum point of the salary range applicable to the APS classification. However the Chair may authorise payment of salary on engagement or promotion above the minimum pay point of the salary range, having regard to the experience, qualifications and skills of the employee.
- C5.2 An employee moving at level to the ACMA from another APS agency will move to no less than the equivalent ACMA pay point, or if there is no equivalent ACMA pay point, to the next higher pay point within the applicable ACMA pay scale unless the Chair authorises movement to a higher pay point, having regard to the experience, qualifications and skills of the employee. If the salary paid in the previous agency exceeds the current maximum of the relevant classification level in this Agreement, the Chair may agree to maintain the employee's current salary until such time as the salary differential is absorbed by ACMA pay increases.
- C5.3 If an employee's salary is set at an incorrect pay point at the time of engagement or promotion, the Chair may subsequently determine that the employee be paid salary at the correct salary point with effect from any date on or after engagement or promotion. Any such determination will not be used to reduce an employee's rate of pay.
- C5.4 If an employee agrees in writing to temporarily perform duties at a lower APS classification level and at a lower rate of pay, the Chair may then determine in writing that the employee be paid at a rate applicable to the lower work value level.
- C5.5 If an employee is reassigned in an ongoing capacity to a lower APS classification level, the Chair will determine the pay point in the lower classification level at which the employee will be paid. Factors considered will be experience (including position in the previous salary range), qualifications and skills of the employee, and the circumstances under which the reduction occurred.

## **C6. Salary progression**

- C6.1 With the exception of merit selection or as a result of sanctions following a breach of the APS Code of Conduct or redeployment in accordance with clause F7 of this Agreement (reduction in classification due to being excess to requirements), movements between base rates of salary shall be determined as follows.
- C6.2 Employees undertaking duties at their substantive classification level and not at the maximum salary point in their salary range, will, effective 1 August in each year, be advanced 1 salary point, subject to:
- a) performance being assessed as 'meets expectations' or above under the Performance and Development Framework at the end of the annual performance cycle (30 June); and

- b) completing, in that performance cycle, a minimum of 3 months duty (including periods of paid leave) on 30 June at that classification or higher.
- C6.3 Ongoing employees undertaking duties at their substantive classification level and not at the maximum salary point in their salary range, will, effective 1 August in each year, be advanced 2 salary points (if possible), subject to:
- a) performance being assessed as 'exceeds expectations' or 'outstanding' under the Performance and Development Framework at the end of the annual performance cycle (30 June); and
  - b) completing, in that performance cycle, a minimum of 3 months duty (including periods of paid leave) on 30 June at that classification or higher.
- C6.4 An employee who receives a performance assessment of 'meets some expectations' or 'does not meet expectations' at the end of the performance cycle will not be eligible for salary advancement on 1 August. If the performance of that employee improves to the 'meets expectations' level on or before 31 December of the same year the employee will advance 1 salary point on and from the date of achieving that level.
- C6.5 All periods of temporary assignment of duties at a higher level, whether paid or unpaid, will count as service for pay point advancement purposes at the higher level.
- C6.6 Conditions for Broadband, Graduate and Technical Trainee advancement are outlined in clause C7 of this Agreement.

## **C7. Classification structure**

- C7.1 The ACMA uses the eight-level APS classification structure (APS Levels 1-6, Executive Levels 1-2) as well as some specialist ACMA local designations (see Appendix A) for graduates and for employees in the legal, engineering and technical, and information and communications technology job families.

## **C8. Broadbanding**

- C8.1 Broadbanding refers to combining different APS classification levels into one level.
- C8.2 This Agreement provides for the following broadbanded arrangements:
- a) ACMA 1 and 2 (APS Levels 1 and 2);
  - b) ACMA 3 and 4 (APS Levels 3 and 4);
  - c) ACMA 5 and 6 (APS Levels 5 and 6);
  - d) Lawyer (APS Level 5 and APS Level 6) and Senior Lawyer (Executive Level 1);
  - e) Information Communications Technology Officer 5 and 6 (APS Levels 5 and 6);
  - f) Cadet Engineer Level 3 and Engineer Level 4 (APS Levels 3 and 4)
  - g) Engineers Levels 5 and 6 (APS Levels 5 and 6);
  - h) Trainee Technical Officers and Technical Officers Level 3 and Technical Officers Level 4 (APS Levels 3 and 4);

- i) Technical Officers Levels 5 and 6 (APS Levels 5 and 6); and
  - j) Graduate 1 (APS Levels 3 and 4).
- C8.3 The ability to progress within broadbanded classification levels will be subject to the appropriate manager certifying that:
- a) the ongoing duties required to be performed are at the next or a higher level within the broadband; and
  - b) the employee currently assigned to the duties has demonstrated the required capabilities for advancement to that level and has been rated at least as 'meets expectations' under the Performance and Development Framework.

## **C9. Temporary assignment of duties**

- C9.1 Employees who are temporarily assigned duties at a higher classification for a period of 5 or more consecutive days will be entitled to payment at that classification level for the period.
- C9.2 Payment for temporarily assigned duties at a higher classification level will be made at the greater of:
- a) the first point within the relevant salary point range that exceeds the employee's ordinary salary; or
  - b) at the next point in the relevant salary point range after the employee has performed at the higher classification level in the ACMA:
    - for a continuous period of 12 months; or
    - for a total period of more than 12 months, and
    - has been rated at least as 'meets expectations' at the higher classification level under the Performance and Development Framework.
- C9.3 During a period of temporary assignment, an employee will continue to receive payment at a higher APS classification level while on paid leave and on public holidays.

## **C10. Temporary assignment of duties at SES level**

- C10.1 Where an employee covered by this Agreement is temporarily assigned duties at the Senior Executive Service (SES) level for a period of 5 or more consecutive days, they will be paid additional remuneration as determined by the Chair, having regard to the duties to be undertaken and the duration of the temporary assignment, and the experience, qualifications and skills of the employee.



## **PART D: ALLOWANCES**

### **D1. Travel**

- D1.1 An employee who undertakes travel on official business and is required to be away from home overnight or for a period of 10 hours or more, will be paid an allowance covering, where appropriate, accommodation, meals, travel by private motor vehicle and incidental expenses. For more information on official travel, including how allowances will be calculated and paid, employees should refer to ACMA Management Instruction Official Travel.
- D1.2 The standard class of travel for official domestic travel is economy class.
- D1.3 The standard class of travel for all sectors of an official international journey to Papua New Guinea, New Zealand and Timor Leste is economy class. The standard class of travel for all sectors of all other international journeys is business class when available. An employee who becomes ill or needs to obtain emergency medical or dental treatment will be entitled to reimbursement of any costs incurred.
- D1.4 The ACMA will meet the full cost of relevant Airline Lounge membership for employees who are expected to undertake at least 10 flights (legs) with the relevant airline over a 12 month period. ACMA employees are also able to purchase relevant Airline Lounge membership for themselves and their partners at the ACMA corporate rate.

### **D2. Overtime meal allowance**

- D2.1 An APS level 1 to 6 employee who works 3 hours overtime on any day will receive a flat rate meal allowance of \$26.00. If an employee works a further 5 hours of overtime they will receive an additional meal allowance of \$26.00.
- D2.2 An Executive Level (or equivalent) employee who is required to work additional hours past 8 pm on an ordinary working day, or to attend for duty on a non-working day will, subject to prior approval by the Chair, receive meal allowances of \$26.00 as described in D2.1.

### **D3. Restriction**

- D3.1 An employee who needs to be contactable and available to work outside their ordinary hours of work may be placed under a restriction direction by the Chair. A restricted employee may be required to work at their usual workplace or at another designated workplace, including their home.
- D3.2 Payment of a restriction allowance will not be paid to an employee who does not remain contactable or available to perform extra duty, or for any period during which overtime payment is being made.
- D3.3 The restriction allowance payments for each hour restricted are:
- Monday to Friday – 7.5 per cent of the hourly rate of salary;
  - Saturday and Sunday – 10 per cent of hourly salary; and
  - Public holidays – 15 per cent of hourly salary.

#### **D4. Emergency duty**

- D4.1 An employee who is not an Executive Level (or equivalent) employee will be paid emergency duty if the employee:
- a) is recalled to work to respond to an emergency at a time that they would not normally have been on duty; and
  - b) was not given notice that they would be recalled before they ended work for the day.
- D4.2 Payment for emergency duty will include travel time to and from emergency duty and motor vehicle allowance (refer to clause D1.1) may be payable.
- D4.3 The minimum payment for emergency duty will be 2 hours at double-time for each recall on a weekday or a Saturday. On Sundays and public holidays the minimum payment will be 3 hours at double-time for the first attendance and 2 hours at double-time for each subsequent attendance. Where an employee performs more than 1 period of duty in a day, payments will not exceed the payment that would be made if the employee had remained on duty from the time of commencing the first period to the end of any subsequent periods of duty.
- D4.4 An employee who works a period of emergency duty of more than 3 hours (not including travelling time), is entitled to an 8 hour break before resuming duty. Payment at double-time for hours worked following emergency duty will continue until the employee has had an 8 hour break.
- D4.5 An employee who works a period of emergency duty of at least 3 hours will receive meal allowances of \$26.00 as described in clause D2.

#### **D5. Relocation assistance**

- D5.1 An employee is entitled to payment of reasonable relocation expenses as determined by the Chair, including for their dependents, if required to move to a new locality as a result of organisational change. For more information, employees should refer to People Management Instruction: Recruitment and Work Opportunities.
- D5.2 The Chair will determine whether an employee is entitled to relocation expenses on promotion, movement at level or engagement taking into account personal issues and whether the move is in the interests of the ACMA.

#### **D6. Organisational responsibility**

- D6.1 Employees who are suitably qualified and are appointed or elected (as appropriate) as a First Aid Officer, a Fire Warden, a Harassment Contact Officer and/or a Health and Safety Representative will be paid a single allowance of \$28 per fortnight. Part-time employees will be entitled to a pro-rata allowance.

## **D7. Vacation childcare**

- D7.1 Employees with children aged between 5 and 12 years who are enrolled and attend a registered childcare service or certified vacation care facility during school holidays, will be entitled to reimbursement of up to \$17 per day per family, provided that the employee is not on annual leave.

## **D8. Public transport assistance scheme**

- D8.1 The ACMA will provide ongoing employees, and non-ongoing employees with more than 12 months' service, with financial assistance to purchase yearly public transport tickets.
- D8.2 Employees participating in this scheme will repay the cost over 12 months through fortnightly salary deductions from after tax salary. Any balance owing on cessation of employment will be repaid to the ACMA from the employee's separation pay or other final entitlements (or repaid prior to separation according to terms agreed between the ACMA and the employee).

## **D9. Professional association membership costs**

- D9.1 The ACMA will pay professional association membership costs and/or accreditation or registration fees where the ACMA is satisfied that there is a prerequisite to maintain formal accreditation with a professional body to undertake the employee's role in the ACMA.

## **D10. Health promotion**

- D10.1 To assist in the promotion of employee health and well-being the ACMA will:
- a) provide employees with access through the Employee Assistance Program to confidential professional counselling to assist with work related or personal issues; and
  - b) arrange or provide reimbursement for an annual influenza vaccination.

For more information, employees should refer to People Management Instruction Work Health and Safety Arrangements.

## **D11. Loss or Damage to clothing or personal effects**

- D11.1 The Chair may approve the reimbursement of an amount up to the Comcover excess to an employee per incident for loss or damage to clothing or personal effects which occur as a direct result of performance of an employee's duties.

## **PART E: LEAVE ENTITLEMENTS**

### **E1. Portability of accrued entitlements**

E1.1 Employees joining the ACMA from an employer staffed under the *Public Service Act 1999*, the *Parliamentary Service Act 1999* or from the ACT Government Service will retain accrued annual and personal/carer's leave (however described) provided there is no break in continuity of service and that the employee did not receive payment in lieu of those entitlements on termination or cessation of employment.

### **E2. Unauthorised absences**

E2.1 If an employee is absent from duty without approval, all pay and other benefits provided under this Agreement, such as flex time, may cease to be available until the employee resumes duty or is granted leave. Action will not be taken under this clause of the Agreement until all reasonable steps have been taken to contact the employee and ascertain the reason for absence.

E2.2 All periods of unauthorised absence will not count as service for any purpose.

### **E3. Annual Leave**

E3.1 Employees will accrue 20 working days annual leave per year (on a pro rata basis where the employee is employed part-time) from date of commencement.

E3.2 Annual leave accrues and is credited daily from the commencement date, can be taken subject to approval and operational requirements, can be taken at half-pay, and counts as service for all purposes.

- An employee receiving workers compensation for more than 45 weeks will accrue annual leave on an hours actually worked basis.
- Annual leave will not accrue for periods of leave without pay that do not count as service.
- Annual leave cannot be used to break periods of long service leave except during a period of unpaid maternity leave in accordance with the *Maternity Leave (Commonwealth Employees) Act 1973*.
- Where a public holiday occurs during a period of annual leave, an employee will not be taken to be on annual leave on that day and no leave will be deducted from the employee's leave credits. The public holiday is paid at the employee's normal rate of pay.
- Where annual leave is taken at half pay, the employee's credit will be reduced by half the number of working days absent.

E3.3 Employees are able to cash out a period of annual leave as follows:

- a) paid annual leave cannot be cashed out if the cashing out would result in the employee having a balance of less than 4 weeks of accrued annual leave; and

- b) each cashing out of annual leave must be by a separate agreement in writing between the Chair and the employee; and
  - c) the employee must have taken at least 10 days annual leave in the previous 12 month period; and
  - d) the employee must be paid the full amount that would have been payable if the employee had taken the leave that has been cashed out.
- E3.4 Any annual leave credits in excess of 60 days is called 'excess annual leave'. Employees with excess leave credits may be directed to use their excess leave.
- E3.5 By 1 February in a year the ACMA will inform employees who are likely to exceed 60 days credit at 30 June in that year. These employees will be required to consult with their manager to arrange a leave plan to utilise the potential excess annual leave by 30 June.
- E3.6 Where suitable arrangements are not made, employees may be directed to use the potential excess annual leave by 30 June.
- E3.7 For more information on annual leave, employees should refer to People Management Instruction Leave: availability and access.

#### **E4. Long service leave**

- E4.1 Employees are entitled to long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.
- E.4.2 Long service leave cannot be broken with other periods of leave, except as otherwise provided by legislation.
- E4.3 Eligible employees may access long service leave for a minimum period of 7 calendar days at full pay (or 14 calendar days at half-pay) at any one time.

#### **E5. Personal/carer's leave**

##### **Accrual**

- E5.1 Full time non-ongoing employees will accrue 20 days personal/carer's leave per year. Part-time non-ongoing employees will accrue leave on a pro rata basis. This leave will accrue daily and non-ongoing employees will be able to access the leave as it accrues.
- E5.2 Full time ongoing employees will be credited with 20 days personal/carer's leave on engagement, or a pro rata amount if engaged on a part-time basis. On and from the anniversary of engagement ongoing employees will accrue personal/carer's leave daily and will be able to access the leave as it accrues.
- E5.3 Personal/carer's leave will not accrue for employees during periods of leave without pay that do not count as service.
- E5.4 Employees must advise their manager as soon as possible of their need to be absent, the nature of the absence and the expected period of absence.

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

- E5.5 Personal/carer's leave may be used by an employee when they are absent:

- a) due to illness or injury;
  - b) for caring purposes for family members, dependants and members of the employee's household; or
  - c) other appropriate circumstances as determined by the Chair, which may include but are not limited to:
    - (i) attendance at the funeral of a friend or relative (not covered by Compassionate Leave);
    - (ii) for parental commitments; and
    - (iii) moving house (maximum one day for each move).
- E5.6 Personal/carer's leave must not be used for the purposes outlined in clause E5.5(c) if it would be detrimental to any employee in any respect, when compared to the National Employment Standards under the *Fair Work Act 2009*.
- E5.7 If an employee becomes eligible for a prevailing type of leave provided in accordance with the NES during a period of annual leave, purchased leave or long service leave, the Chair will approve the substitution of leave. Such approval is subject to an employee's eligibility for the prevailing leave type including available leave credits, where applicable, and the production of satisfactory evidence. Annual leave, purchased leave or long service leave will be re-credited to the extent of any other leave granted.
- E5.8 An employee may use annual leave if their personal/carer's leave entitlement is exhausted.
- E5.9 In exceptional circumstances and if the period of absence is at least 1 month, the Chair may grant personal/carer's leave at half pay for the full period at the request of the employee. Where personal/carer's leave is granted at half pay, the employee's credit will be reduced by half the number of working days absent.
- E5.10 Unless the employee consents, their employment will not be terminated on invalidity grounds until their paid personal/carer's leave entitlements are exhausted

**Unpaid personal/carer's leave**

- E5.11 If an employee has exhausted his or her paid personal/carer's leave entitlement they are entitled to up to 2 days of unpaid personal/carer's leave for each occasion when a member of the employee's immediate family or household requires his or her care or support because of an illness or injury or an unexpected emergency. This unpaid leave can be taken in a single unbroken period of up to 2 days, or if the ACMA and the employee agree, in separate periods.
- E5.12 An irregular or intermittent (casual) employee is entitled to 2 days of unpaid personal/carer's leave for each occasion when a member of the employee's immediate family or household requires his or her care or support because of an illness or injury or an unexpected emergency, provided that the employee would have worked on those days.

**Supporting evidence**

- E5.13 Supporting evidence is required for absences of more than 3 consecutive days of personal/carer's leave. Medical certification from a registered health professional, or

supporting documentation from a registered childcare centre or school will be accepted. Where it is not reasonably practicable to provide the documentation mentioned above a statutory declaration made by the employee will be accepted.

- E5.14 If an employee has a personal illness or injury requiring ongoing treatment, and/or may result in the employee taking personal/carer's leave for illness or injury on a regular or intermittent basis, and the Chair has received medical evidence confirming the ongoing condition, the Chair may approve future leave based on the initial medical evidence if that medical evidence supported the future absence.
- E5.15 Personal/carer's leave taken in excess of three consecutive days without such supporting documentation will be personal/carer's leave without pay. This leave will count as service for all purposes.
- E5.16 The Chair may request an employee to present supporting documentation from a registered health professional, or a statutory declaration made by the employee, for periods of less than 3 days if it would be reasonable, in the circumstances, for the employee to demonstrate that their absence is consistent with the purposes specified in this clause.

## **E6. Compassionate leave**

- E6.1 An employee is entitled to paid compassionate leave on each occasion as follows:
  - a) 3 days to spend time with a family or household member who is suffering from a life threatening illness or injury; and
  - b) 3 days following the death of a family or household member.
- E6.2 The Chair may require the employee to provide evidence of the illness, injury or death.
- E6.3 If an incident as described in the clause above occurs while an employee is on annual, personal/carer's or long service leave and the employee provides supporting evidence, the annual, personal/carer's or long service leave will be re-credited to the extent of the compassionate leave granted.
- E6.4 An irregular or intermittent (casual) employee is entitled to 2 days of unpaid leave per occasion for compassionate and bereavement purposes.

## **E7. Maternity and parental leave**

- E7.1 Employees (other than casual employees) who are pregnant, or who have given birth, are covered by the provisions of the *Maternity Leave (Commonwealth Employees) Act 1973* (the ML Act).
- E7.2 Employees with an entitlement to paid leave under the ML Act are provided with an additional 4 weeks of paid leave, to be taken during the 52 week period of leave available under the ML Act.
- E7.3 An employee who adopts or permanently fosters a child and has or will have responsibility for the care of the child, is entitled to up to 52 weeks of unpaid parental leave. Up to 16 weeks of that leave will be paid leave, commencing from the day of placement of the child, provided the employee is the primary caregiver and satisfies the

same qualifying requirements as those required of an employee entitled to receive paid leave in accordance with the ML Act.

- E7.4 An employee is entitled to up to 2 days of unpaid pre-adoption leave to attend any interviews or examinations required in order to obtain approval for the employee's adoption of a child.
- E7.5 Employees are entitled to parental leave for adoption or permanent foster care when that child:
- a) is under 16 years of age;
  - b) has not, or will not have, lived continuously with the employee for a period of 6 months or more as at the day (or expected day) of placement; and
  - c) is not (otherwise than because of the adoption) a child of the employee or the employee's spouse/partner.
- E7.6 Documentary evidence of approval for adoption or enduring parental responsibilities under formal fostering arrangements must be submitted when applying for parental leave for adoption or permanent foster carer purposes.
- E7.7 Employees who are eligible for paid maternity or parental leave may elect to have the payment for that leave spread over a maximum of 32 weeks at a rate no less than half normal salary. Where payment is spread over a longer period, a maximum of 16 weeks of the leave period will count as service.
- E7.8 On ending the initial 52 weeks of maternity or parental leave, employees may request an extension of unpaid parental leave for a further period of up to 52 weeks. The second period of unpaid leave is to commence immediately following the initial leave period.
- E7.9 Unless there are reasonable business grounds to refuse, the ACMA will agree to requests for extension of unpaid parental leave for a further period of up to 52 weeks in accordance with the provisions of the *Fair Work Act 2009*.
- E7.10 Unpaid maternity and parental leave will not count as service for any purpose except that, with the exception of foster care leave, employer superannuation contributions will be made for periods of unpaid maternity and parental leave within the first 52 weeks of leave.
- E7.11 This leave is inclusive of public holidays and will not be extended because a public holiday (or Christmas Closedown) falls during a period of paid or unpaid maternity or parental leave. On ending maternity or parental leave, employees have the return to work guarantee and the right to request flexible working arrangements that are provided by the *Fair Work Act 2009*.

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

- E7.12 Employees who are not otherwise entitled to paid maternity leave under the ML Act or parental leave under this Agreement are entitled to 4 weeks paid leave on the birth, adoption or permanent foster care placement of a child or their partner's child.



- E7.13 This leave is to be taken within 52 weeks of the birth/placement of the child and is inclusive of public holidays, i.e. leave will not be extended because a public holiday (or Christmas Closedown) falls during a period provided by this clause.
- E7.14 Documentary evidence as outlined in E7.6, a birth certificate or other evidence that would satisfy a reasonable person must be submitted when applying for supporting partner/other primary caregiver leave.
- E7.15 This paid leave will count as service for all purposes. Employees may elect to have the payment for that leave spread over a maximum of 8 weeks at a rate no less than half normal salary. Where payment is spread over a longer period, only half of the total weeks of the leave period will count as service.
- E7.16 The employee is also entitled to an additional period of supporting partner/ other primary caregiver unpaid leave to care for a child up to a maximum of 52 weeks (including the paid period of leave).
- E7.17 The above maternity and parental leave entitlements are in addition to anything the employee may be entitled to under the Federal Government Paid Parental Leave Scheme.

## **E8. Miscellaneous leave**

- E8.1 The Chair may grant leave to an employee, either with or without pay, in circumstances not provided for elsewhere in this Agreement for a purpose that the Chair considers to be in the interests of the ACMA and having regard to operational requirements.
- E8.2 Miscellaneous leave with pay counts as service for all purposes.
- E8.3 Miscellaneous leave without pay does not count as service for any purpose unless otherwise provided by legislation.

## **E9. Defence Reservist leave**

- E9.1 An employee may be granted leave (with or without pay) to enable the employee to fulfil Australian Defence Force (ADF) Reserve and Continuous Full Time Service (CFTS) or Cadet Force obligations.
- E9.2 An employee is entitled to leave with pay, of up to 4 weeks during each financial year, and an additional 2 weeks paid leave in the first year of ADF Reserve Service, for the purpose of fulfilling service in the ADF Reserve.
- E9.3 With the exception of the additional 2 weeks in the first year of service, leave can be accumulated and taken over a period of 2 years.
- E9.4 Defence Reserve leave counts as service for all purposes except for unpaid leave to undertake CFTS. Unpaid leave for the purpose of CFTS counts as service for all purposes except annual leave accrual.

## **E10. Purchased leave**

- E10.1 The Chair may approve that an ongoing employee purchase up to 20 days leave in a year, with deductions from fortnightly salary in equal instalments over the course of the

year or a lesser period if agreed between the employee and their manager. The purchasing and taking of additional leave is subject to operational requirements and leave taken under this arrangement will count as service. The minimum amount of purchased leave that can be taken at any time is 1 day and leave must be taken in multiples of whole days. Unused purchased leave may not be carried over from one year to the next, i.e. any purchased leave not taken within 12 months of purchase will automatically be refunded as salary.

- E10.2 Employees may apply to leave the scheme if they commence compensation leave for a period expected to be more than 4 weeks. Once an employee has left the scheme, any purchased leave that has been paid for can only be taken as leave and will not be refunded as salary.
- E10.3 When an employee ceases employment with the ACMA, the purchased leave credits and payments will be reconciled and payments recovered or refunded as appropriate. Unused purchased leave credits are not transferrable between agencies.
- E10.4 For more information on purchased leave, employees should refer to People Management Instruction Leave: availability and access.

## **E11. Community service leave**

- E11.1 An employee is entitled to leave for the purposes of engaging in community service activities including jury service and emergency management activities as defined in Sections 108 - 112 of the *Fair Work Act 2009*.
- E11.2 Participation in eligible community service activities includes training, emergency service responses, reasonable recovery time and ceremonial duties. The Chair may determine whether any or all of the leave taken for participation in eligible community service activities will be with pay.
- E11.3 Leave with pay will be granted for any period of jury service.
- E11.4 An employee will be required to provide the manager notice of absence as soon as practicable and the period or expected period of absence.

## **E12. Other leave**

- E12.1 The ACMA will grant reasonable paid time off work for an employee to:
  - a) attend information sessions on superannuation or other related matters considered appropriate by the Chair;
  - b) to donate blood;
  - c) to attend or participate in cultural, ceremonial or NAIDOC week activities;
  - d) to appear as a crown witness; or
  - e) take appropriate action if the employee's home is significantly damaged by disaster.

E12.2 Other leave with pay counts as service for all purposes.

E12.3 The ACMA may grant reasonable unpaid time off work for an employee to:

- a) undertake full time study;
- b) participate in days of cultural or religious significance;
- c) undertake employment in the interests of the Commonwealth; or
- d) accompany a partner in APS employment or a member of the ADF who has been posted to another geographic location.

E12.4 Other leave without pay does not count as service for any purpose unless otherwise provided by legislation.

## **PART F: WORKFORCE ADJUSTMENT**

### **F1. Excess employees**

- F1.1 An employee is excess if:
- a) the employee is included in a class of employee(s) which comprises a greater number of employees than is necessary for the efficient and economical working of the ACMA; or
  - b) the services of the employee cannot be effectively used because of technological or other changes in the work methods of the ACMA or changes in the nature, extent or organisation of the functions of the ACMA; or
  - c) the duties usually performed by the employee are to be performed at a different locality, the employee is not willing to perform duties at the locality and the Chair has determined that the provisions of this clause apply.
- F1.2 The provisions of this clause do not apply to employees on probation or non-ongoing employees.
- F1.3 An excess employee will have access to any APS-wide redeployment mechanisms available at the time.

### **F2. Redeployment, reduction and retrenchment**

- F2.1 An employee will be advised as early as possible if they are likely to become excess.
- F2.2 An employee so advised is entitled to seek financial advice at ACMA expense to a maximum of \$600.
- F2.3 Discussions with the potentially excess employee, and where they choose their representative, will be held within a maximum period of 4 weeks from the date of that advice to consider redeployment opportunities and whether voluntary retrenchment might be appropriate.
- F2.4 Employees will be advised in writing if they are declared excess. All employees who are declared excess are entitled to 3 months support, as determined by the Chair.

### **F3. Standard voluntary retrenchment**

- F3.1 Only 1 offer of voluntary retrenchment will be made to an excess employee.
- F3.2 An employee will have 1 month in which to accept or decline an offer of voluntary retrenchment. If the offer is not accepted within 1 month it will be assumed that the employee has declined the offer and the provisions of this clause will continue to apply.
- F3.3 Within the period of offer, the employee must be given information about:
- a) redundancy benefit;
  - b) pay in lieu of notice; and
  - c) pay in lieu of leave entitlements.
- F3.4 The employee will also be given guidance about where to obtain information about:
- a) accumulated superannuation contributions and options available; and

b) taxation rules applying to various payments.

- F3.5 If an employee agrees to be voluntarily retrenched, the Chair can approve termination of employment under section 29 of the *Public Service Act 1999* and the required notice of termination will be given. The notice of termination will not be issued before the end of the 1 month offer period unless the employee agrees. The period of notice will be 4 weeks, or 5 weeks for an employee older than 45 years, with at least 5 years continuous service.
- F3.6 The Chair can direct, or the employee can request and the Chair may approve, an earlier termination date within the period of notice. Subject to direction or approval, the employee will be terminated on that date and payment will be made for the unexpired portion of the notice period, unless accelerated voluntary termination has been accepted.

#### **F4. Accelerated voluntary termination**

- F4.1 An employee who has accepted an offer of voluntary retrenchment and terminates within 21 days of the date of offer will be paid 9 weeks' salary. This payment includes payment in lieu of notice.

#### **F5. Redundancy benefit**

- F5.1 An employee who agrees to be voluntarily retrenched and whose employment is terminated by the Chair under section 29 of the *Public Service Act 1999* on the grounds that the employee is excess to the requirements of the Agency will be paid a sum equal to 2 weeks' salary for each completed year of continuous service, plus a pro-rata payment for completed months of service since the last completed year of service, subject to any minimum amount the employee is entitled to under the National Employment Standards.
- F5.2 The redundancy benefit will be calculated on a pro-rata basis for any periods of service where the employee has worked part-time hours during their period of service and has less than 24 years full-time service, subject to any minimum amount the employee is entitled to under the National Employment Standards.
- F5.3 For earlier periods of service to count there must be no breaks between the periods of service, except if:
- a) the break in service is less than 1 month and occurs when an offer of employment with the new employer was made and accepted by the employee before ceasing employment with the previous employer; or
  - b) the earlier period of service was with the APS and ceased because the employee was deemed to have resigned from the APS on marriage under the repealed section 49 of the *Public Service Act 1999*.
- F5.4 The minimum sum payable will be equivalent to 4 weeks' salary and the maximum will be equivalent to 48 weeks' salary.
- F5.5 For the purposes of calculating any redundancy payment, salary will include:

- a) the employee's full-time salary, adjusted on a pro-rata basis for periods of part-time service; or
- b) if the employee has been paid at a higher level for a continuous period of at least 12 months immediately preceding the date on which he or she is given notice of termination, the salary of the higher position; and
- c) allowances in the nature of the salary which are paid during periods of annual leave and on a regular basis, excluding allowances which are a reimbursement for expenses incurred, or a payment for disabilities associated with the performance of duty.

## **F6. Service for redundancy benefit purposes**

F6.1 Service for redundancy pay purposes means:

- a) service in the ACMA, including predecessor agencies;
- b) Government service as defined in section 10 of the *Long Service Leave (Commonwealth Employees) Act 1976*;
- c) service with the Commonwealth (other than service with a joint Commonwealth-State body corporate in which the Commonwealth does not have a controlling interest) which is recognised for long service leave purposes;
- d) service with the Australian Defence Forces;
- e) APS service immediately preceding deemed resignation under the repealed section 49 of the *Public Service Act 1922* if the service has not previously been recognised for severance pay purposes; and
- f) service in another organisation if:
  - (i) an employee was moved from the APS to that organisation with a transfer of function; or
  - (ii) an employee, engaged by that organisation on work within a function, is employed on an ongoing basis as a result of the transfer of that function to the APS and such service is recognised for long service leave purposes.

F6.2 A period of service will not count as service for redundancy pay purposes if it ceased:

- a) through termination on the following grounds, or on a ground equivalent to any of the following grounds:
  - (i) the employee lacks, or has lost, an essential qualification for performing his or her duties;
  - (ii) non-performance, or unsatisfactory performance, of duties;
  - (iii) inability to perform duties because of physical or mental incapacity;
  - (iv) failure to satisfactorily complete an entry level training course;
  - (v) failure to meet a condition imposed under section 22(6) of the *Public Service Act 1999*; or

(vi) a breach of the Code of Conduct; or

- b) on a ground equivalent to a ground listed above under the repealed *Public Service Act 1922*; or
- c) through voluntary retirement at or above minimum retiring age applicable to the employee; or
- d) with the payment of a redundancy benefit or similar payment to an employer-financed retirement benefit.

F6.3 Absences from work which do not count as service for long service leave purposes will not count as service for redundancy pay purposes.

## **F7. Retention period**

F7.1 Except in the circumstances in clause F8, an employee who does not accept an offer of voluntary retrenchment will not, except with their consent, be involuntarily terminated under section 29(3)(a) of the *Public Service Act 1999* until the following retention periods have elapsed:

- a) 9 months when an employee has 20 years of service or is older than 45 years; or
- b) 6 months for all other employees.

F7.2 The total length of the retention period (either 6 or 9 months) will be reduced by an amount equivalent to the National Employment Standards redundancy entitlement of the *Fair Work Act 2009*, calculated as at the expiration of the retention period (as adjusted by this clause). The retention period includes any period of leave taken.

F7.3 As the intention of the retention period is to enable excess employees to move into other suitable ongoing employment, all employees who elect to take this option should participate in the outplacement service. The retention period includes all notice periods and begins on the day after a formal offer of voluntary retrenchment is made.

F7.4 During the retention period:

- a) the ACMA will continue to take all reasonable steps consistent with the efficient administration of the agency, to redeploy the employee within the ACMA or, if they wish, the broader APS to suitable duties at their current classification level or to a suitable vacancy; and
- b) employees will take all reasonable steps to secure an ongoing re-assignment or placement.

F7.5 The ACMA will consider an excess ACMA employee in isolation from and not in competition with other applicants who are not excess for an advertised vacancy to which an excess employee seeks movement at or below level.

F7.6 If an employee is reduced in work level to a lower APS classification level prior to the end of a retention period, they will be entitled to receive income maintenance for the remainder of the retention period. Income maintenance payments include any salary, allowances (except reimbursement-based allowance) or loading the employee was

receiving before the reduction. Income maintenance payments will only include temporary assignment of duties allowance if the employee had been receiving the allowance continuously for the 12 months preceding the reduction in work level to a lower APS classification level.

- F7.7 An employee will be entitled to reasonable leave with full pay to attend interviews from the date that they are advised in writing that they are excess. The ACMA may provide assistance for an excess employee in meeting reasonable travel and incidental expenses incurred in seeking alternative employment, where those expenses are not met by the prospective employer.
- F7.8 Employees who have not secured an ongoing placement after 3 months of retention will be advised by the Chair whether sufficient work will remain available for the entire retention period. If it is decided that there is insufficient work available and the employee agrees, the Chair may terminate the employee's employment under section 29 of the *Public Service Act 1999*. The employee will be paid a lump sum comprising the salary that would have been earned for the remainder of the retention period, reduced by an amount equivalent to the employee's entitlement to redundancy pay under sub-clause 85.2 of the National Employment Standards. If the employee does not agree to this termination, the retention period will continue.
- F7.9 If after 6 months there is still insufficient work available, the Chair may terminate the employee's employment under section 29 of the *Public Service Act 1999* without the employee's consent and pay the salary that would have been earned for the remainder of the retention period (reduced by an amount equivalent to the employee's entitlement to redundancy pay under sub-clause 85.2 of the National Employment Standards) as a lump sum.
- F7.10 Any payment under F7.8 or F7.9 will be taken to include payment in lieu of notice of termination of employment plus the employee's entitlement to redundancy pay under sub-clause 85.2 of the National Employment Standards.

## **F8. Involuntary termination**

- F8.1 The Chair may involuntarily terminate the employment of an excess employee under section 29 of the *Public Service Act 1999* at the end of the retention period. However, the Chair may not involuntarily terminate an excess employee if the employee:
- a) has not been invited to accept an offer of voluntary retrenchment; or
  - b) has accepted an invitation to be voluntarily terminated but the Chair had refused to approve the voluntary termination.
- F8.2 An excess employee will be given 4 weeks' notice (or 5 weeks' notice for an employee older than 45 years with at least 5 years continuous service) where it is proposed that he or she will be involuntarily terminated. This period of notice will, as far as possible, be concurrent with the retention period.



## **PART G: DISPUTE RESOLUTION PROCEDURE**

- G1 If a dispute relates to:
- a) a matter arising under the Agreement; or
  - b) the National Employment Standards;
- this term sets out procedures to settle the dispute.
- G1.1 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- G1.2 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 supervisors and/or management.
- G1.3 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission.
- G1.4 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 Act.*
- A decision that the Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.*
- G1.5 While the parties are trying to resolve the dispute using the procedures in this term:
- a) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
  - b) an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
    - (i) the work is not safe; or
    - (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
    - (iii) the work is not appropriate for the employee to perform; or
    - (iv) there are other reasonable grounds for the employee to refuse to comply with the direction.
- G1.6 The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.

## **PART H: GLOSSARY OF TERMS**

**Dependant:** in relation to an employee:

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

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

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

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

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

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

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

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

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

**Month:** calendar month.

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

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

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

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

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

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

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

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

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

**APPENDIX A**

**ACMA Salary Points and Rates**

**ACMA and Executive Level**

<b>ACMA Local Designation</b>	<b>Equivalent APS Classification</b>	<b>Base Salary*</b>	<b>Comm</b>	<b>12 mths from Comm</b>	<b>18 mths from Comm</b>
ACMA 1.1	APS Level 1	43886	45203	46107	46568
ACMA 1.2		48366	49817	50813	51321
ACMA 2.1	APS Level 2	49333	50813	51829	52347
ACMA 2.2		54417	56050	57171	57743
ACMA 3.1	APS Level 3	56060	57741	58899	59488
ACMA 3.2		57472	59196	60380	60984
ACMA 3.3		60965	62794	64050	64691
ACMA 4.1	APS Level 4	62791	64675	65969	66629
ACMA 4.2		64414	66346	67673	68350
ACMA 4.3		68254	70302	71708	72425
ACMA 5.1	APS Level 5	69966	72065	73506	74241
ACMA 5.2		72026	74187	75671	76428
ACMA 5.3		75543	77809	79365	80159
ACMA 6.1	APS Level 6	77114	79427	81016	81826
ACMA 6.2		80970	83399	85067	85918
ACMA 6.3		87085	89698	91492	92407
ACMA EL1.1	Executive Level 1	93700	96511	98441	99425
ACMA EL1.2		98549	101505	103535	104570
ACMA EL1.3		105665	108835	111012	112122
ACMA EL2.1	Executive Level 2	113356	116757	119092	120283
ACMA EL2.2		120935	124563	127054	128325
ACMA EL2.3		128494	132349	134996	136346
ACMA EL2.4		134094	138117	140879	142288
**ACMA EL2.5		137245	141362	144189	145631

\*Includes discounted H&W allowance \$347 \*\* Restricted to employees grandfathered from ABA/ACA on this pay point

## ICT

<b>ACMA Local Designation</b>	<b>Equivalent APS Classification</b>	<b>Base Salary *</b>	<b>Comm</b>	<b>12 mths from Comm</b>	<b>18 mths from Comm</b>
ICT Officer 4.1 ICT Officer 4.2 ICT Officer 4.3	APS Level 4	62791 64414 68254	64675 66346 70302	65969 67673 71708	66629 68350 72425
ICT Officer 5.1 ICT Officer 5.2 ICT Officer 5.3	APS Level 5	69966 72026 75543	72065 74187 77809	73506 75671 79365	74241 76428 80159
ICT Officer 6.1 ICT Officer 6.2 ICT Officer 6.3	APS Level 6	77114 80970 87085	79427 83399 89698	81016 85067 91492	81826 85918 92407
Senior ICT Officer EL1.1 Senior ICT Officer EL1.2 Senior ICT Officer EL1.3	Executive Level 1	93700 98549 105665	96511 101505 108835	98441 103535 111012	99425 104570 112122
Specialist Senior ICT Officer EL2.1 Specialist Senior ICT Officer EL2.2 Specialist Senior ICT Officer EL2.3 Specialist Senior ICT Officer EL2.4	Executive Level 2	113356 120935 128494 134094	116757 124563 132349 138117	119092 127054 134996 140879	120283 128325 136346 142288

\*Includes discounted H&W allowance \$347

## Engineers

<b>ACMA Local Designation</b>	<b>Equivalent APS Classification</b>	<b>Base Salary *</b>	<b>Comm</b>	<b>12 mths from Comm</b>	<b>18 mths from Comm</b>
Cadet Engineer Level 2.1 Cadet Engineer Level 2.2	APS Level 2	49333 54417	50813 56050	51829 57171	52347 57743
Cadet Engineer Level 3.1 Cadet Engineer Level 3.2 Cadet Engineer Level 3.3	APS Level 3	56060 57472 60965	57742 59196 62794	58899 60380 64050	59488 60984 64691
Engineer Level 4.1 Engineer Level 4.2 Engineer Level 4.3	APS Level 4	62791 64414 68254	64675 66346 70302	65969 67673 71708	66629 68350 72425
Engineer Level 5.1 Engineer Level 5.2 Engineer Level 5.3	APS Level 5	69966 72026 75543	72065 74187 77809	73506 75671 79365	74241 76428 80159
Engineer Level 6.1 Engineer Level 6.2 Engineer Level 6.3	APS Level 6	77114 80970 87085	79427 83399 89698	81016 85067 91492	81826 85918 92407
Senior Engineer EL1.1 Senior Engineer EL1.2 Senior Engineer EL1.3	Executive Level 1	93700 98549 105665	96511 101505 108835	98441 103535 111012	99425 104570 112122
Principal Engineer EL2.1 Principal Engineer EL2.2 Principal Engineer EL2.3 Principal Engineer EL2.4	Executive Level 2	113356 120935 128494 134094	116757 124563 132349 138117	119092 127054 134996 140879	120283 128325 136346 142288

\*Includes discounted H&W allowance \$347

## Technical Officers

ACMA Local Designation	Equivalent APS Classification	Base Salary *	Comm	12 mths from Comm	18 mths from Comm
Trainee Technical Officer Level 3 Trainee Field (Technical) Officer Level 3 Technical Officer Level 3  3.1 3.2 3.3	APS Level 3	56060 57472 60965	57742 59196 62794	58899 60380 64050	59488 60984 64691
Technical Officer Level 4 Field (Technical) Officer Level 4  4.1 4.2 4.3	APS Level 4	62791 64414 68254	64675 66346 70302	65969 67673 71708	66629 68350 72425
Technical Officer Level 5 Field (Technical) Officer Level 5  5.1 5.2 5.3	APS Level 5	69966 72026 75543	72065 74187 77809	73506 75671 79365	74241 76428 80159
Technical Officer Level 6 Field (Technical) Officer Level 6  6.1 6.2 6.3	APS Level 6	77114 80970 87085	79427 83399 89698	81016 85067 91492	81826 85918 92407
Senior Technical Officer Senior Field (Technical) Officer  EL1.1 EL1.2 EL1.3	Executive Level 1	93700 98549 105665	96511 101505 108835	98441 103535 111012	99425 104570 112122
Principal Technical Officer Principal Field (Technical) Officer  EL2.1 EL2.2 EL2.3 EL2.4	Executive Level 2	113356 120935 128494 134094	116757 124563 132349 138117	119092 127054 134996 140879	120283 128325 136346 142288

\*Includes discounted H&W allowance \$347

## Lawyer and Graduate

<b>ACMA Local Designation</b>	<b>Equivalent APS Classification</b>	<b>Base Salary *</b>	<b>Comm</b>	<b>12 mths from Comm</b>	<b>18 mths from Comm</b>
Lawyer 1.1	APS Level 5	69966	72065	73506	74241
Lawyer 1.2	APS Level 5	75543	77809	79365	80159
Lawyer1.3	APS Level 6	77114	79427	81016	81826
Lawyer 1.4	APS Level 6	87085	89698	91492	92407
Senior Lawyer 2.1	Exec Level 1	93700	96511	98441	99425
Senior Lawyer 2.2	Exec Level 1	105665	108835	111012	112122
Senior Lawyer 2.3	Exec Level 1	116330	119820	122216	123438
Principal Lawyer 3.1	Exec Level 2	128494	132349	134996	136346
Principal Lawyer 3.2	Exec Level 2	134094	138117	140879	142288

<b>ACMA Local Designation</b>	<b>Equivalent APS Classification</b>	<b>Base Salary *</b>	<b>Comm</b>	<b>12 mths from Comm</b>	<b>18 mths from Comm</b>
Graduate 1.1	APS Level 3	56060	57742	58899	59488
Graduate 1.2	APS Level 3	60965	62794	64050	64691
Graduate 1.3	APS Level 4	62791	64675	65969	66629

\*Includes discounted H&W allowance \$347



**Supported Wage Employees**

B1 In this schedule:

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

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

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

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

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

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

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

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

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

<b>Assessed capacity</b>	<b>%of prescribed rate</b>
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%

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

- provided that the minimum amount payable must not be less than \$84 per week.
- B5 Where an employee's assessed capacity is 10%, they must receive a high degree of assistance and support.
  - B6 For the purposes of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the SWS by an approved assessor, having consulted the ACMA and the employee, and if the employee so desires, a union which the employee is eligible to join.
  - B7 Assessment made under this schedule must be documented in the SWS wage assessment agreement, and retained by the ACMA as a time and wages record in accordance with the Act.
  - B8 The assessment of the applicable percentage should be subject to annual review or more frequent review on the basis of a reasonable request for such a review. The process must be in accordance with the procedures for assessing capacity under the SWS.
  - B9 Where an assessment has been made, the applicable percentage will apply to the relevant wage only. Employees covered by the provisions of the schedule will be entitled to the same terms and conditions of employment as all other workers covered by this Agreement paid on a pro rata basis.
  - B10 In order for an adequate assessment of the employee's capacity to be made, the ACMA may employ a person under the provisions of this schedule for a Trial Period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding 4 weeks) may be needed.
  - B11 During that Trial Period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
  - B12 The minimum amount payable to the employee during the Trial Period must be no less than \$84 per week.
  - B13 Work trials should include induction or training as appropriate to the job being trialled.
  - B14 Where the ACMA and the employee wish to establish a continuing employment relationship following the completion of the Trial Period, a further contract of employment will be entered into based on the outcome of the assessment under B6.