



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Australian Communications and Media Authority
(AG2011/13581)

AUSTRALIAN COMMUNICATIONS AND MEDIA AUTHORITY ENTERPRISE AGREEMENT 2011 - 2014

Commonwealth employment

COMMISSIONER DEEGAN

CANBERRA, 28 NOVEMBER 2011

Application for approval of the Australian Communications and Media Authority Enterprise Agreement 2011-2014.

[1] An application has been made for approval of an enterprise agreement known as the Australian Communications and Media Authority Enterprise Agreement 2011 - 2014 (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act) by the Commonwealth of Australia. The Agreement is a single-enterprise agreement.

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

[3] The CPSU, the Community and Public Sector Union, the Media, Entertainment and Arts Alliance, the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia and The Association of Professional Engineers, Scientists and Managers, Australia, being 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) of the Act I note that the Agreement covers the organisations.

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 5 December 2011. The nominal expiry date of the Agreement is 30 June 2014.



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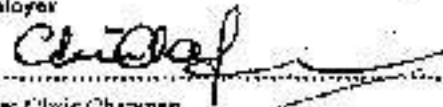
ACMA ENTERPRISE AGREEMENT 2011-2014

Formal Acceptance of Agreement

This agreement is made under part 3-1 of the *Fair Work Act 2009*.

By signing below, the employer and its bargaining representatives signify their agreement to its terms.

Employer

 Date: 24/11/11

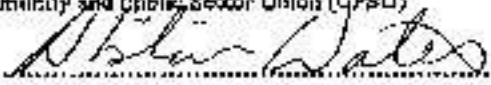
Name: Chris Chapman

Authority: Chairman of the Australian Communications and Media Authority on behalf of the Minister for Broadband, Communications and the Digital Economy.

Address: Bay Centre, Level 5, 65 Pirrama Road Pyrmont NSW 2009

Employee Organisations

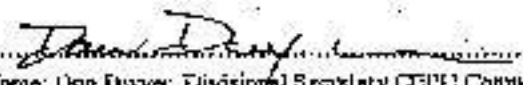
Community and Public Sector Union (CPSU)

 Date: 24/11/11

Name: Allister Waters, Deputy National President

Address: 57191499 Thomas Street, Haymarket NSW 2000

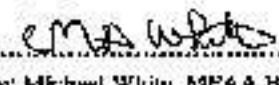
Communications, Electrical, Plumbing Union (CEPU)

 Date: 24/11/11

Name: Dan Dwyer, Divisional Secretary CEPU Communications Division

Address: 139 Queensberry Street, Carlton South VIC 3053

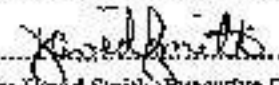
Media, Entertainment and Arts Alliance (MEAA)

 Date: 24/11/11

Name: Michael White, MEAA Branch Secretary

Address: P.O. Box 6063 Kingston ACT 2604

The Association of Professional Engineers, Scientists and Managers, Australia (APESMA)

 Date: 24/11/11

Name: David Smith, Executive Officer, Australian Government Division

Address: Unit 4, 7 Napier Close, Deakin ACT 2600

ACMA ENTERPRISE AGREEMENT

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PART A: GENERAL AND TECHNICAL ISSUES

1. Title

- 1.1 This Agreement shall be known as the *Australian Communications and Media Authority Enterprise Agreement 2011-2014*.

2. Application

- 2.1 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. Where:

- (i) the Community and Public Sector Union (CPSU);
- (ii) the Media, Entertainment and Arts Alliance (MEAA);
- (iii) the Communications, Electrical, Plumbing Union of Australia (CEPU);
and
- (iv) the Association of Professional Engineers, Scientists and Managers, Australia (APESMA)

give notice in accordance with subsection 183 (1) of the Fair Work Act, Fair Work Australia will note in its decision to approve this Agreement that the Agreement covers the CPSU, MEAA, CEPU and APESMA.

3. Duration

- 3.1 This Agreement will commence operation 7 days after the Agreement is approved by Fair Work Australia. The nominal expiry date is 30 June 2014.

4. Relationship to other awards, agreements, agency policy and legislation

- 4.1 Employment in the ACMA is subject to the provisions of the following and any other relevant Acts (and regulations and instruments made under those Acts):

- a) *Crimes Act 1914*;
- b) *Disability Discrimination Act 1992*;
- c) *Fair Work Act 2009*;
- d) *Financial Management and Accountability Act 1997*;
- e) *Australian Human Rights Commission Act 1986*;

- f) *Long Service Leave (Commonwealth Employees) Act 1976;*
- g) *Maternity Leave (Commonwealth Employees) Act 1973;*
- h) *Occupational Health and Safety Act 1991;*
- i) *Privacy Act 1988;*
- j) *Public Employment (Consequential and Transitional) Amendment Act 1999;*
- k) *Public Service Act 1999;*
- l) *Racial Discrimination Act 1975;*
- m) *Safety Rehabilitation and Compensation Act 1988;*
- n) *Sex Discrimination Act 1984;*
- o) *Superannuation Act 1976;*
- p) *Superannuation Act 1990;*
- q) *Superannuation Act 2005;*
- r) *Superannuation Benefits (Supervisory Mechanisms) Act 1990;*
- s) *Superannuation Productivity Benefit Act 1998;*
- t) *Veterans' Entitlements Act 1986.;* and
- u) *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009.*

Effect of ACMA policies and guidelines

- 4.2 ACMA policies and guidelines do not form part of this Agreement.
- 4.3 Where any provisions of this Agreement are inconsistent with ACMA policies or guidelines, as varied from time to time, then the terms of this Agreement shall prevail.

5. Closed agreement

- 5.1 From the commencement of this Agreement, a party to the Agreement or an employee whose employment is subject to the Agreement shall not pursue further claims for terms and conditions of employment that would have effect during the period of operation of this Agreement, except where consistent with the terms of this Agreement.

6. Flexibility

- 6.1 The Chair and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
 - a) the arrangement deals with 1 or more of the following matters:

- (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) remuneration; and/or
 - (vi) leave; and
- b) the arrangement meets the genuine needs of the ACMA and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
- c) the arrangement is genuinely agreed to by the Chair and employee.
- 6.2 The Chair must ensure that the terms of the individual flexibility arrangement:
- a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - c) result in the employee being better off overall than the employee would be if no arrangement was made.
- 6.3 The Chair must ensure that the individual flexibility arrangement:
- a) is in writing; and
 - b) includes the name of the employer and employee; and
 - c) is signed by the Chair and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - d) includes details of:
 - (i) the terms of the Agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - e) states the day on which the arrangement commences and, where applicable, when the arrangement ceases.
- 6.4 The Chair must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 6.5 The Chair or employee may terminate the individual flexibility arrangement:
- a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - b) if the Chair and employee agree in writing — at any time.

Reporting on the use of the flexibility clause

- 6.6 Aggregated information on the use of clause 6 will be reported on an annual basis to the ACMA National Consultative Forum.

7. Delegation

7.1 The Chair may, in writing, delegate all or any of the powers and functions under this Agreement conferred on the Chair, including the power of delegation, and may do so subject to conditions. For more information on the Chair's delegated powers, employees should consult the ACMA Human Resources Delegations and Authorisations Schedule.

8. Definitions

Term	Meaning
ABA	Australian Broadcasting Authority.
Academic period	a semester or academic term as part of an approved course of study.
ACA	Australian Communications Authority.
ACMA	the Australian Communications and Media Authority.
ACMA Human Resources Delegations and Authorisations Schedule	the instrument of delegation and authorisation used by the Chair to delegate and authorise human resource related powers and functions under the appropriate legislation to persons specified in the schedule.
Agency	the ACMA or a Department or Agency as defined in the Public Service Act.
Amenities/lunch room	A room separate from the office environment equipped with tables and chairs, hot and cold running water, a refrigerator, microwave and sundry other electrical appliances where employees can prepare and consume food and beverages.
Approved institution	a university, college of technical and further education or equivalent.
APS	Australian Public Service.
APS Values	principles of good public administration as set out in Section 10 of the Public Service Act as amended from time to time.
Authorised Deposit-Taking Institution	a corporation authorised under the <i>Banking Act 1959</i> .
Calendar Year	a year commencing 1 January and terminating the following 31 December

Cadet	a person engaged by the ACMA under a cadetship arrangement.
Chair	Chair of the Australian Communications and Media Authority, or an employee authorised to be a delegate of the Chair to undertake or approve a specified function.
Code of Conduct	standards of personal behaviour and interrelationships as set out in Section 13 of the Public Service Act as amended from time to time.
Commonwealth	the Commonwealth of Australia.
Dependant	in relation to an employee: <ul style="list-style-type: none"> 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	a person employed by the ACMA under and within the meaning of the Public Service Act.
Executive Level	classifications of Executive Level 1 and Executive Level 2 (or equivalent).
Family Member	Family member is a relation by: <ul style="list-style-type: none"> • blood; • marriage (in law); • de facto partner (including same sex partner); • adoption, fostering or traditional kinship; or • parent, child, grandparent, grandchild or sibling of employee's spouse or defacto partner. <p>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.</p>
Flexitime	the scheme of flexible working hours which applies to employees up to and including the level of ACMA/APS level 6.
FWA	Fair Work Australia.
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.
Grandfathered	maintained in relation to specific employees.

LCF	Local Consultative Forum – formal consultative body comprising local management, employee representatives and union delegates (ACMA employees).
Manager	an employee who has operational and/or supervisory responsibility for another employee or a team of employees.
Month	calendar month.
Movement	ongoing allocation of an employee to new duties, either within the ACMA or another agency.
NAIDOC	National Aboriginal and Islander Day Observance Committee.
NCF	National Consultative Forum – formal consultative body comprising national management, employee representatives and union delegates (ACMA employees).
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.
Ongoing employee	a person engaged in the APS, as defined under section 22(2) (a) of the Public Service Act.
Partner	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.
Registered health provider	a person designated by the Chair to undertake an independent medical examination.
Remuneration packaging	scheme whereby pre-tax income rather than after tax income is used to pay for nominated expenses, thereby providing potential taxation benefits and increased disposable income.
Representative	an individual, organisation, trade union or industrial association acting on behalf of an employee.
Salary	the employee’s rate of salary/pay (in accordance with the salary/pay rates 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.

Spouse see partner.

Supported Wage System

The Commonwealth Government system to promote employment for people who cannot perform work at full salary because of a disability.

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

TOIL time off in lieu.

Traditional kinship a relationship or obligation, under the customs and traditions of the community or group to which the employee belongs.

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

Workplace Delegate an employee nominated by a union to be a delegate or representative of that union, or an employee nominated or elected by other employees to act in a representative role.

PART B: OBJECTIVES

9. Objectives

9.1 The objectives of this Agreement are to:

- a) attract and retain the right people in the right positions through effective workforce planning, fair, transparent and efficient recruitment and selection processes, rewarding career development opportunities, effective communication and strong leadership;
- b) improve business outcomes and productivity for the ACMA and its clients through teamwork, innovation, continuation of improvements to business systems, and utilisation of employees' corporate knowledge;
- c) develop organisational structures, work practices and arrangements that promote flexibility and enable the ACMA to respond to changing circumstances;
- d) build capability through openness to new ideas, regular and constructive feedback, and a strong commitment to developing all employees to their full potential; and
- e) promote an environment of trust, which recognises the need to balance work and personal responsibilities and which respects and values diversity.

9.2 In relation to building capability, the ACMA recognises the importance of supporting the development of employees and a range of learning and development opportunities and activities will be offered including:

- orientation;
- capability development programs;
- core training programs;
- IT and technical training;
- on the job learning, including coaching and mentoring;
- ongoing use of Studies Assistance in accordance with clause 58; and
- opportunities to attend external specialist training and seminars as appropriate.

9.3 Managers and employees are responsible for addressing the learning and ongoing development needs of individual employees through the performance management framework.

PART C: REMUNERATION

10. Pay rates

10.1 The salary rates that will apply throughout the life of this Agreement are set out in Appendix A.

11. Pay increases

11.1 In recognition of the commitment demonstrated by employees to this Agreement and associated productivity initiatives, salary will increase as follows:

- a) 7 days after receiving approval by Fair Work Australia by 5%;
- b) on 1 July 2012:
 - (i) by 1% for all salary points below the top salary point in each classification;
 - (ii) by 3% for the top salary point in each classification except Executive Level 2 (or equivalent), the 'grandfathered' Executive Level 2 salary point and the restricted Executive Level 1 salary point ;
 - (iii) by 2% for the top salary point in the Executive Level 2 (or equivalent) classification, the 'grandfathered' Executive Level 2 salary point and the restricted Executive Level 1 salary point; and
- c) on 1 July 2013;
 - (i) by 1% for all salary points below the top salary point in each classification, the restricted Executive Level 1 salary point, the top salary point in the Executive Level 2 (or equivalent) classification and the 'grandfathered' Executive Level 2 salary point;
 - (ii) by 2.15% for the top salary point in each classification other than Executive Level 2 (or equivalent), the restricted Executive Level 1 salary point and the 'grandfathered' Executive Level 2 salary point.

11.2 On 1 July 2012 the lowest salary point in each of APS Level 3 (ACMA 3), APS Level 4 (ACMA 4), APS Level 5 (ACMA 5) and APS Level 6 (ACMA 6) will be discontinued.

11.3 For the purposes of this Agreement, base salary for Executive Level 2 and equivalents will include 5% previously known as At Risk Pay and paid as a lump sum in September each year.

12. Graduates

- 12.1 The Chair can assign a commencing Graduate to any point in the Graduate pay scale according to their qualifications, skills and experience.
- 12.2 Salary advancement and progression upon successful completion of the graduate year will be in accordance with clause 22.3 of this Agreement.

13. Salary on engagement, promotion, movement at level or reduction

- 13.1 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 ACMA local designation (APS classification). However, the Chair may authorise payment of salary on engagement or promotion above the minimum pay point in that salary range, having regard to the experience, qualifications and skills of the employee.
- 13.2 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. 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. As a mechanism to attract employees to move at level to the ACMA, the Chair may authorise payment of salary on movement at level at any pay point in that salary range, having regard to the experience, qualifications and skills of the employee and market factors.
- 13.3 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.
- 13.4 If an employee agrees in writing to temporarily perform duties at a lower ACMA local designation (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.
- 13.5 If an employee is reassigned in an ongoing capacity to a lower ACMA local designation (APS classification level) level, the Chair will determine the pay point in the lower ACMA local designation (APS 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.

14. Salary progression

- 14.1 Up to and including 30 June 2012, employees who are not at the maximum of their salary range will be eligible for progression to at least the next level in their salary range when they have completed 12 months service with the ACMA at their current salary level and performance was assessed as ‘effective/meets expectations’ or above in accordance with the performance management framework at their last performance assessment (June 2011 or December 2011).
- 14.2 An ongoing employee included in the group covered in 14.1 who was assessed as ‘superior/exceeds expectations’ will be advanced by two increment points in the salary range (if possible).
- 14.3 Subject to clauses 14.4 and 14.6, employees who are not at the maximum of their salary range will advance one salary point effective 1 August in each year.
- 14.4 Employees undertaking duties at their substantive classification level will be required to:
- a) achieve an overall performance assessment of ‘meets expectations’ or higher under the Performance Management Framework at the end of the annual performance cycle (30 June); and
 - b) have completed, in that performance cycle, a minimum of three months duty (including periods of paid leave) on 30 June at that classification or higher.
- 14.5 An ongoing employee who is assessed as ‘exceeds expectations’ in accordance with the performance management framework will be advanced by two increment points in the salary range (if possible).
- 14.6 An employee who receives a ‘meets some expectations’ or ‘does not meet expectations’ performance assessment 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 one salary point on and from the date of achieving that level.
- 14.7 Conditions for Broadband, Graduate and Technical Trainee advancement are outlined in clause 22 of this Agreement.

15. Method of payment

- 15.1 Fortnightly salary will be paid by electronic funds transfer into an account nominated by the employee at an Authorised Deposit-Taking Institution. There is scope for deductions to be made at an employee’s request before their fortnightly salary is transferred into the nominated account. An employee may apply for prepayment of salary when approved leave includes at least one payday.
- 15.2 The fortnightly rate of pay will be based on the following formula:

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

313

- 15.3 A part-time employee will be paid on a pro rata basis for the hours worked each fortnight in accordance with the above formula.
- 15.4 Supported salary rates as set out in clause 27.1 in this Agreement shall apply to an employee with a disability who is eligible under the supported wage system.
- 15.5 Junior rates of pay will apply to employees at the ACMA 1 (APS 1 level) as a percentage of the equivalent minimum adult rate of pay as follows: under 18 years 60 per cent; at 18 years 70 per cent; at 19 years 81 per cent; at 20 years 91 per cent.

16. Remuneration packaging

- 16.1 Remuneration packaging will be available to all employees covered by this Agreement. For more information on remuneration packaging employees should refer to HRG 24 Remuneration Packaging.
- 16.2 Remuneration packaging arrangements will be administered by the ACMA if:
- a) the remuneration packaging arrangement is limited to pre-tax superannuation contributions; and
 - b) the employee elects administration of the arrangement by the ACMA.

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.

17. Superannuation

- 17.1 Eligible employees may exercise superannuation choice in accordance with the relevant Commonwealth legislation. Employer contributions to the PSSap will be 15.4% of the employee's fortnightly contribution salary (or ordinary time earnings). Employer contributions for employees in other accumulation schemes will be at the same rate as for employees in PSSap. 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).
- 17.2 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.
- 17.3 Employees over the age of 70 will receive a superannuation allowance, where the ACMA is not permitted by any Commonwealth law to pay all of the employer contribution to the employee's superannuation fund. The superannuation allowance payable to the employee will be equivalent to the gross amount the ACMA would have paid if the employee was entitled to receive employer

superannuation contributions, less any contribution amount accepted to the employee's superannuation fund. This allowance will be taxable and will be paid fortnightly with salary. The allowance will not count as salary for any purpose.

PART D: WORKING ENVIRONMENT

18. Workplace environment

Occupational health and safety

- 18.1 The ACMA values the health, safety and general wellbeing of employees, recognises the importance of a healthy and diverse workforce, and is committed to providing a safe, healthy and harassment-free working environment.
- 18.2 The ACMA will continue to support a safe and healthy workplace environment for all employees. The ACMA and its employees will fulfil their responsibilities under the Occupational Health and Safety Act as varied from time to time. Occupational Health and Safety will be facilitated by appropriate measures including a Health and Safety Management Arrangement (HSMA) which, in accordance with the Occupational Health and Safety Act, has been developed in consultation with employees and where they so choose, their representatives.
- 18.3 To assist in the promotion of good health, the ACMA will arrange or provide reimbursement for an annual influenza vaccination.
- 18.4 The ACMA will continue to provide employees with access to confidential professional counselling to assist with work related or personal issues through the Employee Assistance Program.
- 18.5 The ACMA will provide an employee amenities/lunch room in each central office and all other ACMA offices where more than 2 employees are based.

Discrimination, harassment and bullying

- 18.6 Discrimination, harassment and bullying are unacceptable in the ACMA and contrary to the APS Values and Code of Conduct. The ACMA is committed to providing a fair, flexible, safe and rewarding workplace, where all employees are responsible for promoting a work environment free from discrimination, harassment or bullying.
- 18.7 The ACMA and its employees will continue to work to prevent and eliminate any discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin, consistent with the provisions of the relevant legislation.
- 18.8 The ACMA is responsible for ensuring that all employees are aware of what constitutes harassment, including bullying and other inappropriate behaviour and ensuring that action is taken to deal with issues in an equitable and timely manner.
- 18.9 Managers and supervisors have particular responsibility for being alert to such issues in the workplace and taking prompt action in response to reported or observed discrimination, harassment or bullying.

Diversity

- 18.10 The ACMA and its employees will continue to promote and support an environment where all employees have a personal commitment to, and respect for, the positive impact that comes from valuing diversity. The ACMA is committed to ensuring that it makes optimal use of the diverse backgrounds, talents and perspectives of all of its employees.
- 18.11 The ACMA is committed to enhancing and maintaining workplace diversity as part of its approach to broader workforce planning and will collaborate where appropriate and possible with other similarly sized, geographically spread or functionally relevant agencies to improve options for the recruitment, development and retention of a diverse workforce. Within the life of this Agreement particular focus will be placed on attraction and retention of Aboriginal and Torres Strait Islanders (ATSI) and improving career pathways for ATSI employees, employees with a disability and employees from culturally and linguistically diverse backgrounds. For more information on workplace diversity employees should refer to the ACMA Workplace Diversity Program.

Work/life balance

- 18.12 An important element in attracting and retaining employees is recognising the importance of family, caring and other personal commitments of employees and that work/life balance does need to be achieved. The ACMA is committed to assisting employees to balance their work, personal and family life. This Agreement contains measures and entitlements to assist managers and employees to achieve an appropriate balance between business outcomes and employees' work/life balance. Managers and employees, through the use of the flexibilities provided in this Agreement should ensure appropriate management of workloads, working hours, and leave planning. Managers must take family responsibilities and personal objectives of employees into account in addition to the operational requirements of ACMA when considering requests for leave or changed working arrangements. More information is available in HRP 13 Work/Life Balance.

19. Flexible working arrangements

- 19.1 The ACMA is committed to ensuring its employees have access to flexible working arrangements. Other than in emergency situations, the pattern of hours which employees will work is a matter for agreement between managers and employees taking into account the operational requirements of the work area and, wherever possible, the personal needs of the employee.
- 19.2 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.
- 19.3 Standard hours are from Monday to Friday between the hours of 8.30am and 12.30pm and 1.30pm and 5.00pm.

- 19.4 The span of hours (bandwidth) during which employees may work normal hours is 7.00am to 7.00pm, Monday to Friday.
- 19.5 Employees must not work for more than five consecutive hours without a break of at least 30 minutes.

Recording attendance

- 19.6 Employees, excluding those employed at the Executive 1 and 2 levels who shall make arrangements with their manager, will each day record their actual times of arrival and departure and any breaks in attendance.

Official travel on weekends, public holidays and outside normal hours

- 19.7 As part of its commitment to assisting employees to balance their work, personal and family life, the ACMA will take all practical steps to minimise the requirement for employees to undertake official travel on weekends, public holidays and outside normal hours i.e. 7.00am to 7.00pm, Monday to Friday (see 19.4). There will, however, be occasions when operational requirements will make this necessary. In those cases and unless the provisions of clause 47.17 apply, arrangements for TOIL at single time based on actual travel times are an appropriate mechanism to minimise the impact on employees.

Flexitime

- 19.8 A flexitime scheme is available to ACMA 1 - 6 level and equivalent employees only. Ordinary hours of duty for full time employees participating in the scheme are 150 hours over a four week period (settlement period). For part-time employees, ordinary hours of duty are those agreed in their part-time work agreement. Employees eligible for the flexitime scheme must not work more than 10 hours ordinary time duty on any one day.
- 19.9 Employees may carry over a maximum of 37.5 hours flex credit and 15 hours flex debit from one settlement period to the next. The amount by which the maximum debit is exceeded will be treated as unauthorised leave and salary reduced by the appropriate amount. The maximum period of flex leave which may be taken is:
- a) four days in one settlement period; and
 - b) five consecutive days over two consecutive settlement periods.
- 19.10 Employees must receive prior approval from their supervisors before taking flex leave. Flex leave may be approved subject to operational requirements of the work area, and wherever possible, taking account of the personal needs of the employee.
- 19.11 The Chair may direct an employee who misuses flexitime arrangements or whose attendance is unsatisfactory to revert to standard hours. The Chair's direction will be in writing and include reasons for requiring reversion to standard hours. Access to flexitime arrangements will be restored where the Chair is satisfied that there has been satisfactory resolution of the issue of concern.

Executive level

- 19.12 Remuneration for Executive Level (and equivalent) employees compensates for the extra demands which may be placed on them, including working beyond standard hours. However, the ACMA acknowledges that working arrangements should provide the opportunity for flexibility and an appropriate balance between work requirements, family responsibilities and personal objectives. Accordingly, Executive Level (or equivalent) employees and their managers have a responsibility to ensure that Executive Level (or equivalent) employees do not consistently work unreasonable hours however when this does occur, the manager facilitates access to time of in lieu.
- 19.13 For the purposes of this Agreement, unreasonable hours may include:
- a) commencing and finishing times outside the span of hours (bandwidth) specified in this Agreement;
 - b) weekend or public holiday work; and/or
 - c) working hours substantially or consistently in excess of weekly standard hours.
- 19.14 Executive Level (or equivalent) employees and their managers will regularly consult each other to ensure that Executive Level (or equivalent) employees do not consistently work unreasonable hours. Matters for consultation include:
- a) operational requirements such as objectives, priorities and overall workloads;
 - b) available resources and their capacity to support operational requirements;
 - c) the working hours of other employees;
 - d) the need for all employees to balance work requirements, family responsibilities and personal objectives; and
 - e) any other relevant factor.
- 19.15 Where an Executive Level (or equivalent) employee has been required to work additional hours, the employee's manager may provide him or her with paid time off in lieu of the hours worked.
- 19.16 Where consistently unreasonable hours have or are being worked, managers have an obligation to address the issue in consultation with the Executive Level (or equivalent) employee. Approaches available to managers and Executive Level (or equivalent) employees include but are not limited to:
- a) changed working arrangements;
 - b) reconsideration of workloads and resources; and
 - c) granting TOIL for whole or part days that may be taken in conjunction with approved leave.
- 19.17 If an Executive Level (or equivalent) employee is concerned about the effect of working arrangements established after consultation with their manager, the Executive Level (or equivalent) employee has the right to discuss their working

arrangements with the Human Resources Manager or more senior managers such as their Executive Manager, their General Manager or the Chair.

Meeting and training course times

- 19.18 ACMA employees and managers will consider factors relating to work and lifestyle balance in arranging meetings and training courses, and wherever possible, meetings and training courses will commence no earlier than 9.30 am and finish no later than 5.00 pm.

20. Classification structure

- 20.1 The ACMA recognises the importance of fairly remunerating employees for their contribution to the ACMA and ensuring appropriate rates of pay to attract, retain and reward employees.
- 20.2 The ACMA also recognises the importance of having appropriate employment arrangements and work level standards and to that end the parties agree that an examination of the professional streams within the ACMA will be undertaken during the life of this Agreement. This will be finalised by December 2012. Consideration will be given to implementing the outcomes of the examination in the next Enterprise Agreement, or before if appropriate, subject to the outcomes of the broader APS classification/work level standards review arising out of the recommendations of the Blueprint for Reform of Australian Government Administration.
- 20.3 ACMA local designations are aligned to the eight-level APS classification structure (APS Levels 1-6, Executive Levels 1-2) and are based on the following principles:
- a) the pay points within each ACMA local designation (APS classification level) are distributed in a logical and balanced way with a consistent break between pay points within a classification;
 - b) the gaps between ACMA local designations (APS classification levels) are determined in a logical and balanced way; and
 - c) there will be specialist ACMA local designations (APS classification levels) for Graduates and Technical Trainees, and a three-level Legal ACMA local designation (APS classification) comprising Lawyer/Legal Officer, Senior Lawyer/Legal Officer and Principal Lawyer.

21. Broadbanding

- 21.1 Broadbanding refers to combining different ACMA local designations (APS classification levels) into one level.

- 21.2 ACMA local designations (APS classification levels) to be broadbanded are:
- a) ACMA 1, ACMA 2, ACMA 3 and ACMA 4 (APS Levels 1, 2, 3 and 4)
 - b) ACMA 5 and ACMA 6 (APS Level 5 and APS Level 6); and
 - c) Lawyer/Legal Officer (APS Level 5 and APS Level 6) and Senior Lawyer/Legal Officer (Executive Level 1).

22. Broadband advancement

- 22.1 Advancement from the ACMA 1 to ACMA 2 local designations (APS Level 1 to APS Level 2) will be by way of pay point advancement as for salary incremental advancement and is subject to a performance review assessed at ‘fully meets expectations’ or above.
- 22.2 The ability to progress between broadbanded ACMA local designations (APS classification levels) other than those specified in clause 22.1 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 promotion to that level and has been rated ‘fully meets expectations’ or above in their latest performance review.

For more information on broadband advancement, employees should refer to HRP 17 Broadband Advancement.

- 22.3 The Chair can assign a commencing graduate to any point in the Graduate pay scale based on their qualifications, skills and experience. Upon successful completion of the graduate year, a graduate will be allocated an ACMA 3 (APS Level 3) local designation and immediately advanced to ACMA 4 (APS Level 4).
- 22.4 Upon successful completion of the Technical Trainee Program, a trainee will be allocated an ACMA 3 local designation (APS Level 3).
- 22.5 Movement between broadbands and between non-broadbanded ACMA local designations (APS classification levels) will always be through external merit selection processes.

23. Recruitment

- 23.1 The ACMA is committed to fairness, equity and efficiency in selection processes and recognises merit as the primary basis for selection. For more information on recruitment employees should refer to HRP 4 Recruitment and Selection.

24. Temporary assignment of duties

- 24.1 Employees who are temporarily assigned duties at a higher ACMA local designation (APS classification level) for a period of five or more consecutive days will be entitled to payment at that ACMA local designation (APS classification level).
- 24.2 Payment for temporarily assigned duties at a higher ACMA local designation (APS classification level) will be made at the greater of:
- a) the first point within the relevant salary range that exceeds the employee's ordinary salary; or
 - b) at the next point in the relevant salary range after the employee has performed at the higher level in the ACMA, or the ACMA and the ABA, or the ACMA and the ACA since 1 January 2004 :
 - for a continuous period of 12 months; or
 - for a total period of more than 12 months.
- 24.3 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.
- 24.4 During a period of temporary assignment, an employee will continue to receive payment at a higher ACMA local designation (APS classification level) while on paid leave and on public holidays.

25. Home-based work

- 25.1 Employees may request approval to work from home on an ad hoc or a regular basis. For more information on home-based work employees should refer to HRG 12 Home-based Work.
- 25.2 The ACMA will not meet any costs if a home-based work arrangement is on an ad hoc or irregular basis. 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.

26. Part-time employment

- 26.1 A part-time employee is one whose regular hours of work are less than 37.5 per week as agreed between the employee and his or her manager, and approved by the Chair.
- 26.2 Consultation between the employee and manager should canvass arrangements that would support the employee meeting their personal objectives and family

- responsibilities and the ACMA meeting its corporate objectives. This may include the suitability of the current duties of the employee for part-time work and the potential for job share arrangements, patterns of attendance and other working arrangements.
- 26.3 Part-time employees must work a minimum of three consecutive hours on each day that the employee works.
 - 26.4 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.
 - 26.5 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 two. After the child reaches the age of two, employees have the right to request part-time employment until the child commences attending primary school. An employee who has responsibility for the care of a child who is under 18 years of age and has a disability has the right to request part-time employment to assist the employee to care for the child. The ACMA will have regard to all the circumstances, including the parental responsibilities of the employee, when it considers applications for part-time employment made under this clause. Provided the request is genuinely based on the parental responsibilities of the employee, the ACMA will only refuse the request on reasonable grounds related to the effect on the ACMA. Such grounds may include cost, lack of adequate replacement employees, loss of efficiency and the impact on customer service.
 - 26.6 Remuneration and other benefits, including leave, will be the same as for full-time employees, calculated on a pro-rata basis except where an allowance is of a reimbursement nature.
 - 26.7 The ACMA is committed to ensuring that part-time employees have access to career development, including full and equal consideration with full-time employees for access to training and career opportunities.
 - 26.8 For more information on part time employment, employees should refer to HRG 5 Part Time Work.

27. Supported wage employees

- 27.1 Employees who are eligible for a supported salary who meet the impairment criteria for the Disability Support Pension will be paid the same percentage of the prescribed salary rate as their percentage assessed capacity for the work they are performing. For more information on the Supported Wage, employees should refer to the Supported Wage System site [at Supported Wage System](#).

28. Irregular or intermittent (casual) employment

28.1 An employee who is engaged to perform duties that are intermittent or irregular under s22(2)(c) of the Public Service Act will receive a 20% loading in lieu of paid leave entitlements (other than long service leave) and payment for public holidays.

29. Public holidays and Christmas/ New Year attendance

Public holidays

29.1 Employees will be entitled to the following public holidays:

- a) New Year's Day (1 January);
 - b) Australia Day (26 January);
 - c) Good Friday;
 - d) Easter Monday;
 - e) ANZAC Day (25 April);
 - f) the Queen's birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory);
 - g) Christmas Day (25 December);
 - h) Boxing Day (26 December);
 - i) any other day, or part-day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of a State or Territory, as a public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the Fair Work regulations from counting as a public holiday.
- 29.2 If under a state or territory law, a day or part-day is substituted for one of the public holidays listed above, then the substituted day or part-day is the public holiday
- 29.3 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.
- 29.4 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.
- 29.5 Where a public holiday falls during a period when an employee is absent on leave (other than annual or paid personal/carer's leave) there is no entitlement to receive payment as a public holiday. Payment for that day would be in accordance with the entitlement for that form of leave (e.g. if on long service leave on half pay, payment is on half pay).

Christmas closedown

- 29.6 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.
- 29.7 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, payment for the Christmas closedown provision will be in accordance with the entitlement for that form of leave (e.g. if on long service leave half pay, payment is on half pay).
- 29.8 There will be no deduction from annual or personal/carer's leave credits for the closedown days.

30. Major events

- 30.1 From time to time the ACMA is required to support major events requiring extraordinary contributions from employees. An event will be deemed to be a major event by agreement between management and the employees who are involved in the event, and where they choose, their representatives.
- 30.2 Special arrangements for employees involved in supporting major events will be as negotiated with those employees and where they choose, their representatives, from time to time.
- 30.3 The provisions of clause 6 will be used where appropriate to implement special arrangements negotiated for a major event.
- 30.4 Negotiated arrangements will be reported and discussed at the next available National Consultative Forum (NCF).

31. Resignation

- 31.1 Employees will provide 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.
- 31.2 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.

PART E: WORKFORCE ADJUSTMENT

32. Excess employees

- 32.1 An employee is excess if:
- a) the employee is included in a group 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.
- 32.2 The provisions of this clause do not apply to employees on probation or non-ongoing employees.
- 32.3 Where 15 or more employees become excess, the ACMA will comply with the provisions of sections 530 and 531 of the Fair Work Act.
- 32.4 An excess employee will have access to APS-wide redeployment mechanisms as outlined in the *APS Redeployment Policy (April 2011)* and any successor policy.

33. Redeployment, reduction and retrenchment

- 33.1 Employees will be advised as early as possible if they are likely to become excess. They will also be advised that they are now entitled to seek financial advice at ACMA expense to a maximum of \$600.
- 33.2 Discussions with the potentially excess employee, and where they choose their representative, will be held within a maximum period of four weeks from the date of that advice to consider:
- a) redeployment opportunities; and
 - b) whether voluntary retrenchment might be appropriate.
- 33.3 Employees will be advised in writing if they are declared excess. All employees who are declared excess are entitled to three months outplacement support.

Standard voluntary retrenchment

- 33.4 Only one offer of voluntary retrenchment will be made to an excess employee.
- 33.5 An employee will have one month in which to accept or decline an offer of voluntary retrenchment. If the offer is not accepted within one month it will be assumed that the employee has declined the offer and the provisions of this clause will continue to apply.
- 33.6 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.

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

- d) accumulated superannuation contributions and options available; and
 - e) taxation rules applying to various payments.
- 33.7 If an employee agrees to be voluntarily retrenched, the Chair can approve termination of employment under section 29 of the Public Service Act and the required notice of termination will be given. The notice of termination will not be issued before the end of the one month offer period unless the employee agrees. The period of notice will be four weeks, or five weeks for an employee older than 45 years, with at least five years continuous service.
- 33.8 The Chair can direct, or the employee can request and the Chair may approve, an earlier termination date within the period of notice. Subject to direction or approval, the employee will be terminated on that date and payment will be made for the unexpired portion of the notice period, unless accelerated voluntary termination has been accepted.

Accelerated voluntary termination

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

Redundancy benefit

- 33.10 An employee who agrees to be voluntarily retrenched and whose employment is terminated by the Chair under section 29 of the Public Service Act on the grounds that the employee is excess to the requirements of the Agency will be paid a sum equal to two weeks salary for each completed year of continuous service, plus a pro-rata payment for completed months of service since the last completed year of service, subject to any minimum amount the employee is entitled to under the National Employment Standards.
- 33.11 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 (NES).
- 33.12 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 one month and occurs when an offer of employment with the new employer was made and accepted by the employee before ceasing employment with the previous employer; 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.
- 33.13 The minimum sum payable will be equivalent to four weeks salary and the maximum will be equivalent to 48 weeks salary.
- 33.14 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.

Service for redundancy benefit purposes

- 33.15 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;
 - 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.
- 33.16 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; or
 - vi. a breach of the Code of Conduct; or
- b) on a ground equivalent to a ground listed in clause 33.16(a) above under the repealed Public Service Act; 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.
- 33.17 Absences from work which do not count as service for long service leave purposes will not count as service for redundancy pay purposes.

Retention

- 33.18 Except in the circumstances in clause 33.26, an employee who does not accept an offer of voluntary retrenchment will not, except with their consent, be involuntarily terminated under section 29 of the Public Service Act until the following retention periods have elapsed:
- a) nine months when an employee has 20 years of service or is older than 45 years; or
 - b) six months for all other employees.
- 33.19 The total length of the retention period (either six or nine months) will be reduced by an amount equivalent to the NES redundancy entitlement of the Fair Work Act, calculated as at the expiration of the retention period (as adjusted by this clause). The retention period includes any period of leave taken.
- 33.20 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 a formal offer of voluntary retrenchment is made.
- 33.21 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.
- 33.22 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.
- 33.23 If an employee is reduced in work level to a lower ACMA local designation (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 ACMA local designation (APS classification level).
- 33.24 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.
- 33.25 Employees who have not secured an ongoing placement after three months of retention will be advised by the Chair whether sufficient work will remain available for the entire retention period. If it is decided that there is insufficient work available and the employee agrees, the Chair may terminate their employment under section 29 of the Public Service Act 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 the NES) as a lump sum. If the employee does not agree to this termination, the retention period will continue. However, 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 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 the NES) as a lump sum. In both of these cases, any payment that is made to the employee will be taken to include payment in lieu of notice of termination of employment.
- 33.26 The Chair may involuntarily terminate the employment of an excess employee under section 29 of the Public Service Act 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.

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

Review mechanism

33.28 Termination of, or a decision to terminate employment, cannot be reviewed under the ACMA dispute prevention and settlement procedures or review of action procedures addressed in this Agreement. The sole and exhaustive rights and remedies of an employee in relation to termination of employment are those that the employee enjoys under:

- Part 3-2 of Chapter 3 of the Fair Work Act;
- other Commonwealth laws (including the Constitution); and
- at common law.

PART F: LEAVE PROVISIONS

34 Portability of accrued entitlements

- 34.1 Employees joining the ACMA from an employer staffed under the Public Service Act, the *Parliamentary Service Act 1999* or from the ACT Government Service will retain accrued recreation and personal/carer's leave (however described) provided there is no break in continuity of service.

35 Unauthorised absences

- 35.1 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.
- 35.2 All periods of unauthorised absence will not count as service for any purpose.

36. Access to leave

- 36.1 Leave arrangements provide opportunities to achieve a sensible and workable balance between organisational requirements and the needs of employees. Managers should encourage employees to take a minimum of 10 working days annual leave in each calendar year. The operational requirements of the ACMA and other relevant circumstances including family responsibilities will be taken into account when applications for leave are considered.

37. Annual leave

- 37.1 Employees will accrue 20 working days annual leave per year (on a pro rata basis where the employee is employed part time) which can be accessed as it accrues.
- 37.2 Annual leave accrues daily from the commencement date 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.
 - Where a public holiday occurs during a period of annual leave, the period of the public holiday is not deducted from the annual leave entitlement and the public holiday is paid at the normal rate of pay.

Cashing out

- 37.3 In accordance with Section 93 of the Fair Work Act, the cashing out of annual leave will be unlimited provided that:
- a) the employee must have accumulated sufficient annual leave entitlement;
 - b) the amount of annual leave entitlement paid out must not result in the employee's accumulated leave entitlement reducing to below four weeks;
 - c) the ability to cash out leave is conditional upon the employee having taken at least 10 days actual annual leave in the 12 months prior to accessing this provision; and
 - d) for each particular amount of annual leave the employee wishes to cash out, the employee and the Chair must have a written agreement in place before the amount can be cashed out.
- 37.4 Annual leave cashed out under this provision will be paid for at the full amount that would have been payable had the employee taken the leave to be foregone. Organisational responsibility allowances being received at the time will be taken into account when calculating the payment. Employees should consider any taxation implications prior to making an election to cash out annual leave.

Excess annual leave

- 37.5 The parties to the Agreement agree that in the interests of employee health and wellbeing, employees will, wherever practicable, take regular annual leave.
- 37.6 Any annual leave entitlement in excess of 60 days is called 'excess annual leave'.
- 37.7 By 1 February in a year the ACMA will inform employees who are likely to exceed 60 days entitlement 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.
- 37.8 Where suitable arrangements are not made, employees may be directed to use the potential excess annual leave by 30 June.

Payment in lieu on cessation of employment

- 37.9 Unused annual leave entitlement will be paid out to an employee, or where appropriate an organisation nominated by the employee, at the time of resignation, retirement or termination of employment, using the employee's final salary to calculate the payment. Final salary comprises the employee's basic rate of pay at the time of resignation, retirement or termination of employment and any additional payment being received as a result of temporary assignment of duties that would have continued to be received but for the resignation, retirement or termination of employment.
- 37.10 If an employee dies or is presumed to have died on a particular date, payment may be made to the dependants or partner or legal representative of the former

employee of an amount that would have been paid if the employee had ceased employment by resignation or retirement.

Half pay

- 37.11 An employee can apply to take annual leave at half pay. If this option is exercised, annual leave entitlement will be reduced by half the number of days absent. That is, 10 days annual leave at half pay will reduce the leave entitlement by five days.

38. Personal/carer's leave

Accrual

- 38.1 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.
- 38.2 Full time ongoing employees will be granted a personal/carer's leave entitlement of 20 days 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 on the same basis as non-ongoing employees (see 38.1).
- 38.3 An employee on workers compensation leave for more than 45 weeks will accrue personal/carer's leave based on hours actually worked.
- 38.4 Personal/carer's leave will not accrue for employees during periods of leave without pay that do not count as service.
- 38.5 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. Generally this should be before 10.00 am on the actual or initial day of absence. Where the period of expected absence extends beyond that originally notified the employee must advise their manager as soon as possible.

Use of personal/carers leave

- 38.6 Personal/carer's leave may be used by an employee when they are absent:
- a) due to personal illness or injury;
 - b) for caring purposes for family members or dependants;
 - c) to attend the funeral of a friend or relative (not covered by Compassionate Leave);
 - d) to attend to emergency situations;
 - e) for parental commitments;
 - f) to move house (maximum one day for each move); or
 - g) other circumstances as outlined in HRG 22 Personal/Carer's Leave.

- 38.7 If an employee is ill, injured or required to care for an ill family member while on annual leave, purchased leave or long service leave for at least one day and provides supporting evidence, the annual leave, purchased leave or long service leave may be re-credited to the extent of the personal/carer's leave granted.
- 38.8 An employee may use annual leave if their personal/carer's leave entitlement is exhausted.
- 38.9 In exceptional circumstances and if the period of absence is at least one month, an employee may apply to convert their full pay entitlement to half pay.
- 38.10 Unless the employee consents, their employment will not be terminated on invalidity grounds until their personal leave entitlements are exhausted.

Unpaid personal/carer's leave

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

Supporting evidence

- 38.12 Supporting evidence is required if more than three consecutive days of personal/carer's leave are taken. 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. 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.
- 38.13 The Chair may request an employee to present supporting documentation from a registered health professional, or a statutory declaration made by the employee, for periods of less than three days if it would be reasonable, in the circumstances, for the employee to demonstrate that their absence is consistent with the purposes specified in clause 38.6.
- 38.14 The Chair may refer an employee for an independent medical examination where:
- a) the employee is absent on personal/carer's leave for illness or injury for a continuous period of four weeks;
 - b) the employee is absent for broken periods totalling four weeks absence for the same illness;
 - c) the employee is absent for a total of 13 weeks in any 26 week period;
 - d) the employee presents a doctor's report stating that they are unfit for duty and the prognosis is unfavourable; or

- e) the Chair believes that a medical condition may be affecting the work performance of the employee.

39. Compassionate leave

- 39.1 An employee is entitled to paid compassionate leave on each occasion as follows:
 - a) 3 days to spend time with a family member who is suffering from a life threatening illness or injury; and
 - b) 3 days following the death of a family member.
- 39.2 The Chair may require the employee to provide evidence of the illness, injury or death.
- 39.3 If an incident as described in clause 39.1 occurs while an employee is on annual leave, personal/carer's leave or long service leave and the employee provides supporting evidence, the annual leave, personal/carer's leave or long service leave may be re-credited to the extent of the compassionate leave granted.
- 39.4 An irregular or intermittent (casual) employee is entitled to two days of unpaid leave per occasion for compassionate and bereavement purposes.

40. Parental leave

- 40.1 The following parental leave entitlements are in addition to anything the employee may be entitled to under the Federal Government Paid Parental Leave Scheme.

Maternity leave

- 40.2 The entitlement to maternity leave is provided for under the Maternity Leave (Commonwealth Employees) Act and Division 5 of Part 2-2 of the Fair Work Act.
- 40.3 An employee may elect to take the 12 week payment over 24 weeks.
- 40.4 The employee is entitled to utilise miscellaneous leave with pay for four weeks in accordance with clause 42.3 and may elect to take that leave at half pay.
- 40.5 The employee is also entitled to an additional period of leave to care for a child up to a maximum of 52 weeks (including the paid period of leave). The additional period of leave will be without pay and will not count as service for any purpose except that employer superannuation contributions will be made during the period of leave at the rate that would have applied had the employee been on duty.

Supporting partner/Paternity leave

- 40.6 The entitlement to supporting partner/paternity leave is as provided in Division 5 of Part 2-2 of the Fair Work Act except that:
 - a) four weeks of supporting partner/paternity leave shall be miscellaneous leave with pay in accordance with clause 42.3; and
 - b) leave taken in accordance with subclause a) may be taken at half pay.

40.7 The employee is also entitled to an additional period of supporting partner/ paternity leave to care for a child up to a maximum of 52 weeks (including the paid period of leave). The additional period of leave will be without pay and will not count as service for any purpose except that employer superannuation contributions will be made during the period of leave at the rate that would have applied had the employee been on duty.

Adoption leave

40.8 An employee who is the primary care giver is entitled to 12 weeks paid adoption leave for the purposes of adopting a child.

40.9 The employee may elect to take the 12 weeks paid adoption leave as 24 weeks at half pay.

40.10 The employee is entitled to utilise miscellaneous leave with pay for four weeks in accordance with clause 42.3 and may elect to take that leave at half pay.

40.11 The employee is also entitled to an additional period of adoption leave to care for an adopted child up to a maximum of 52 weeks (including the paid period of leave). The additional period of leave will be without pay and will not count as service for any purpose except that employer superannuation contributions will be made during the period of leave at the rate that would have applied had the employee been on duty.

40.12 The 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.

Foster parents leave

40.13 In this clause an eligible employee is:

- a) an employee who has completed at least 12 months of continuous service in the APS; and
- b) an employee who has not previously taken foster care leave in respect of the child; and
- c) in relation to the foster care leave, an employee who is assuming fostering responsibility for a child who:
 - (i) is, or will be, under 16; and
 - (ii) is not a child of the employee or the employee's spouse or de facto partner, as at the date of the placement, or the expected placement of the child.

40.14 An eligible employee is entitled to 12 months of unpaid foster care leave if the leave is associated with:

- a) the placement of the child under a permanent or long term fostering arrangement with the employee or the employee's spouse or de facto partner

by a person or organisation with statutory responsibility for the placement of the child, where the child is not expected to return to their family; and

b) the employee has or will have responsibility for the care of the child.

This leave will not count as service. The leave may be taken in conjunction with long service and/or annual leave.

- 40.15 An eligible employee for the purposes of clause 40.13 who has primary care of the child is entitled to 12 weeks paid foster care leave.
- 40.16 The employee may elect to take the 12 week payment over 24 weeks.
- 40.17 The employee is entitled to utilise miscellaneous leave with pay for four weeks in accordance with clause 42.3 and may elect to take that leave at half pay.
- 40.18 The spouse or de facto partner of a foster parent is entitled to the provisions of clauses 40.6 and 40.7 provided that the period of paid leave must be taken within 6 months of the placement of the child with the employee's family.

Leave not to count as service

- 40.19 Where leave is taken at half pay in accordance with clauses 40.3, 40.4, 40.6(b), 40.9, 40.10, 40.16 and 40.17, half the period taken will not count as service for any purpose.

Extension of unpaid parental leave

- 40.20 An employee may request the ACMA to extend the employee's unpaid parental leave for a further period of up to 12 months immediately following the end of the available parental leave period.
- 40.21 The request must be in writing and submitted to the ACMA at least 4 weeks before the end of the available parental leave period. The ACMA will respond to a request in writing within 21 calendar days, either granting or rejecting the request. If the request is rejected, reasons for this decision must be provided to the employee.

41. Long Service leave

- 41.1 Employees are entitled to the provisions set down in the *Long Service Leave (Commonwealth Employees) Act*.
- 41.2 Eligible employees may access long service leave for a minimum period of seven calendar days at any one time.
- 41.3 Long service leave will not accrue for employees during periods of leave without pay that do not count as service.

42. Miscellaneous leave

42.1 Miscellaneous leave can be approved with or without pay for reasons not covered by other leave types.

Miscellaneous leave with pay

42.2 Miscellaneous leave with pay counts as service for all purposes.

42.3 Some of the circumstances in which miscellaneous leave with pay will be granted are:

- a) for jury service or appearance as a crown witness;
- b) for four weeks for parental purposes on the birth, adoption or fostering of a child;
- c) for attendance or participation in cultural, ceremonial or NAIDOC week activities;
- d) for participation, including regular training, reasonable travel and recovery time, and ceremonial duties, as a member in operations of the State Emergency Service and other similar voluntary organisations; and
- e) if the employee's home is significantly damaged by disaster.

42.4 Miscellaneous leave with pay granted for the birth, adoption or fostering of a child can be taken on half pay for an absence of up to eight weeks but, if this option is exercised, half the period taken does not count as service. This leave must be taken:

- a) within seven months of the birth of the child; or
- b) in the case of an adopted or foster child, within seven months of the day on which the employee assumes responsibility for the child.

42.5 The ACMA will allow reasonable time off work for employees to attend information sessions on superannuation or other related matters considered appropriate, or to donate blood.

Miscellaneous leave without pay

42.6 Miscellaneous leave without pay does not count as service for any purpose.

42.7 Some of the circumstances in which miscellaneous leave without pay may be granted are:

- a) full-time study;
- b) for up to two years following the birth, adoption or fostering of a child;
- c) days of cultural or religious significance for employees;
- d) family care or parental purposes;
- e) undertake employment in the interests of the Commonwealth;

- f) accompany a partner in APS employment or a member of the ADF who has been posted to another geographic location;
 - g) defence force requirements; and
 - h) for regular training, all emergency services responses, reasonable recovery time and ceremonial duties for all community service personnel.
- 42.8 Further administration and process is described in HRP 6 Miscellaneous Leave Without Pay.

43. Defence Reserve Service leave

- 43.1 An employee who is a member of the Defence Reserve will be granted defence reserve leave on full pay each year to undertake defence service.
- 43.2 The period of defence reserve leave will be 20 working days per year or 28 calendar days which may accumulate and be taken over a two year period. For the purposes of this clause, a 'year' means the 12 month period commencing on 1 July and ending the following June.
- 43.3 The Chair will grant an additional two weeks paid leave for a reservist to attend recruit training or initial employment training.
- 43.4 The Chair may grant additional defence reserve leave on a paid, unpaid or top-up basis.
- 43.5 Employees will not be required to pay any tax-free Defence Force Reserves salary to the ACMA in any circumstances.
- 43.6 Defence reserve leave, whether with or without pay or on top-up pay, will be treated as service for all purposes, the exception being that the whole of a period or periods of leave without pay of more than six months will not count as service for annual leave purposes.
- 43.7 During periods of defence reserve leave, employees will continue to have access to other components of their remuneration package, e.g. superannuation, studies assistance, and salary reviews.
- 43.8 Employees granted defence reserve leave will be kept up-to-date on developments in the workplace.

44. Purchased leave

- 44.1 The Chair may approve a request for an ongoing employee to purchase a minimum of one and maximum of four weeks (in whole weeks) additional leave per year.
- 44.2 Leave approved under this arrangement will be leave without pay that counts as service for all purposes, with deductions from salary being spread over a working year of 52 weeks.

- 44.3 The minimum amount of purchased leave that can be taken at any time is one day, leave must be taken in multiples of whole days, and all leave purchased must be used during the 12 month period starting from the date of approval to purchase additional leave.
- 44.4 Employees may apply to leave the scheme if they commence compensation leave for a period expected to be more than four weeks. Once an employee has left the scheme, any purchased leave that has been paid for can only be taken as leave and will not be refunded as salary.
- 44.5 If an employee terminates employment with the ACMA before full payment for any purchased leave taken has been deducted, the outstanding amount will be recovered. If an employee terminates employment with the ACMA before using a purchased leave entitlement that has been paid for, they will receive a refund. Unused purchase leave entitlement cannot be transferred to other agencies.
- 44.6 Further administration and process is described in HRG 23 Purchased Leave.

PART G: ALLOWANCES

45. Overtime

- 45.1 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.
- 45.2 The Chair must give an employee reasonable notice of the requirement to work overtime and be mindful of their personal circumstances. An employee has the right to refuse to work overtime if it would disrupt their personal responsibilities.
- 45.3 An employee has the option of either being paid overtime or taking TOIL at a time agreed by the employee and manager.
- 45.4 The rates used in calculating payment or TOIL for overtime are:
- a) Monday to Saturday – time and one half for the first three hours each day and double time thereafter;
 - b) Sundays – double time; or
 - c) Public holidays – an additional payment of time and a half will apply for the first 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.
- 45.5 The minimum period of payment for overtime or TOIL where overtime is not continuous with ordinary duty is one hour.
- 45.6 Unless the provisions of clause 47.20 apply, travel to and from the workplace for overtime duty is not included in the calculation of overtime payment.
- 45.7 If an employee works overtime they will be entitled to an eight 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 eight hour break, the employee will be paid double time until ceasing duty.

46. Overtime meal allowance

- 46.1 An ACMA level 1 to 6 employee who works three hours overtime on any day will receive a flat rate meal allowance of \$26.00. If an employee works a further five hours of overtime they will receive an additional meal allowance of \$26.00.
- 46.2 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 clause 46.1.

47. Travel

- 47.1 ACMA employees are not expected to gain or lose financially or be materially disadvantaged in any way as a result of travelling on official ACMA business. Travel Allowance is intended to provide for reasonable additional living costs (accommodation, meals and incidentals) normally incurred by an employee who is required to travel on official business. If possible, travel allowance will be paid to the employee before the travel takes place. For more information on official travel employees should refer to the ACMA Management Instruction on Official Travel.
- 47.2 Domestic fares and allowance conditions will apply for all travel to New Zealand, East Timor and Papua New Guinea.

Domestic travel

By air

- 47.3 Domestic air travel within Australia will be at economy class and employees are required to book the best fare available at the time of travel.
- 47.4 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.

By road

- 47.5 With the prior approval of the Chair, a motor vehicle allowance (MVA) will be paid if an employee uses a private car for official business.

Allowance

- 47.6 An allowance will be paid for accommodation, meals and incidentals for domestic travel on official business that involves an overnight stay. Where an employee demonstrates that the total amount of travel allowance is insufficient to cover actual costs including incidentals, the Chair may approve reimbursement of additional reasonable costs either before or after travel.
- 47.7 For part-day travel which does not involve an overnight stay, employees travelling on official business for a period of 10 hours or more will be paid a part day travel allowance of \$53.
- 47.8 For the purpose of calculating starting and finishing times for travel allowance for an employee travelling by air, 90 minutes will be allowed for travel to the airport on departure, and one hour for travel from the airport on return.
- 47.9 Allowances will be paid in accordance with the rates suggested by the designated provider for such information.

Extended Travel

- 47.10 An employee who resides in a locality other than their home locality for more than 21 days will be paid a daily rate of travel allowance up to and including their twenty-second night away. After this period they will be paid reviewed rate of travel allowance based on the reasonable cost of accommodation and other allowances as suggested by the designated provider for such information from time to time.
- 47.11 If an employee initiates a request to move to another locality, the Chair will determine the appropriate level of travel allowance payable.

Enhanced travel conditions

- 47.12 The ACMA recognises that some employees will be required to undertake an increased level of travel (involving one or more overnight stays) as a result of the digital measurement program. This program will be completed by 31 December 2012. The parties agree to enhanced conditions for those employees required to undertake extensive travel during the life of that program that is to 31 December 2012.
- 47.13 An employee travelling in relation to interference management and/or the digital measurement program, other than an employee who is employed on an irregular or intermittent (casual) basis and is in receipt of the 20% loading in accordance with clause 28 of this Agreement, will receive an allowance through the ACMA payroll in accordance with the following table.

Days of travel undertaken in the 6 months period from 1 January 2011	Allowance per day
Day 0 to and including Day 7	Nil
Day 8 to and including Day 14	\$70
Day 15 to and including Day 24	\$170
Day 25 and beyond	\$320

- 47.14 The allowance payable at clause 47.13 is unrelated, and in addition to, the domestic travel allowance prescribed in clauses 47.6 to 47.9 inclusive which is intended to provide for reasonable additional living costs when travelling on ACMA business.
- 47.15 The allowance described in clause 47.13 may be paid in advance at the request of the employee or it may be paid in arrears as a lump sum payment.
- 47.16 If the allowance is to be paid in advance, the maximum amount payable in advance will be estimated on the level of planned travel for the employee based

- upon the 6 month work program. The estimated allowance will be paid through the payroll in fortnightly instalments during the 6 month period. Following completion of the 6 month period or if the employee leaves the ACMA, the planned and actual travel undertaken will be reconciled and the allowance adjusted accordingly.
- 47.17 If the allowance is to be paid in arrears, then following completion of the 6 month period or if the employee leaves the ACMA, the allowance will be paid as a lump sum through the payroll system based upon actual travel undertaken by the eligible employee.
- 47.18 An employee travelling in relation to interference management and/or the digital measurement program will be paid overtime or TOIL at overtime rates (in accordance with clause 45) if required to travel on a Saturday, Sunday or public holiday.
- 47.19 Hours of work for the day of departure and the day of return for an employee travelling in relation to interference management and/or the digital measurement program will be calculated based upon actual departure from home and return to home times.
- 47.20 An employee travelling on a non public holiday weekday in relation to interference management and/or the digital measurement program will be entitled to TOIL at overtime rates if commencing earlier than 7am.
- 47.21 An employee travelling on a non public holiday weekday in relation to interference management and/or the digital measurement program will be entitled to overtime or TOIL at overtime rates (in accordance with clause 45) if their return home travel results in their working more than 7.5 hours and where this has been approved by their manager.
- 47.22 An employee travelling in relation to interference management and/or the digital measurement program and accruing TOIL will be encouraged to use this TOIL within 3 months of its accrual.
- 47.23 Where it is not possible for the employee referred to in clause 47.22 to use TOIL within 3 months of its accrual, the employee may elect to have the (accrued in excess of 3 months) TOIL paid out.

International travel

- 47.24 The class of travel for all sectors of an international journey will be business class when available. If the Chair believes that there is a clear benefit to the ACMA, class of travel may be upgraded for a particular sector or sectors or for the entire journey.
- 47.25 Travel allowance (including incidental costs) will be paid in line with rates specified by the designated provider for such information. If an amount for meals is not specified for a locality the employee will be entitled to receive the amount reasonably incurred for meals (excluding the cost of any alcoholic beverage). The meal allowance on day of arrival and departure will be based on a percentage of the full day allowance.

- 47.26 The rate of travel allowance will depend on the type and level of accommodation. The allowance will also be reduced if meals are provided.
- 47.27 If an employee can demonstrate to the Chair that the total amount of travel allowance is insufficient to cover actual costs including incidentals, the Chair may approve reimbursement of reasonable costs either before or after travel.
- 47.28 An employee is entitled to be paid an allowance equal to 60 per cent of the specified amount for meals if they are on a short-term mission at a locality for 10 hours or longer, but not overnight.
- 47.29 The Chair may authorise an employee to be accompanied by a spouse or partner. This approval may include payment of the cost of travel and/or accommodation.
- 47.30 An employee who becomes ill or needs to obtain emergency medical or dental treatment will be entitled to reimbursement of any costs incurred.
- 47.31 An employee who undertakes a journey by air with a travelling time of more than 12 hours is not to be required to attend for duty until the employee has had a reasonable opportunity to recuperate (a rest period) at the destination or during a stopover en route. An employee is taken to be on duty during a rest period.
- 47.32 An employee may be entitled to reimbursement of personal effects insurance costs if the ACMA does not provide insurance.
- 47.33 An employee who travels on a short-term mission may be entitled to equipment allowance.

48. Emergency duty

- 48.1 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.
- 48.2 Payment for emergency duty will include travel time to and from emergency duty and motor vehicle allowance may be payable.
- 48.3 The minimum payment for emergency duty will be two hours at double-time for each recall on a weekday or a Saturday. On Sundays and public holidays the minimum payment will be three hours at double-time for the first attendance and two hours at double-time for each subsequent attendance.
- 48.4 An employee who works a period of emergency duty of more than three hours (not including travelling time), is entitled to an eight hour break before resuming duty.
- 48.5 An employee who works a period of emergency duty of at least three hours will receive meal allowances of \$26.00 as described in clause 46.1.

49. Restriction

- 49.1 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.
- 49.2 Payment of a restriction allowance will not be paid to an employee who does not remain contactable or available to perform extra duty.
- 49.3 The restriction allowance payments for each hour restricted are:
- a) Monday to Friday – 7.5 per cent of the hourly rate of salary;
 - b) Saturday and Sunday – 10 per cent of hourly salary; and
 - c) Public holidays – 15 per cent of hourly salary.

50. Relocation assistance

- 50.1 An employee is entitled to payment of relocation expenses, including for their dependants, if required to move to a new locality having been moved as a result of organisational change.
- 50.2 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.
- 50.3 An employee who is eligible for relocation expenses in accordance with clause 50.2 may also be eligible for expenses for their dependants.
- 50.4 Relocation assistance may include some or all of the following:
- a) travel costs;
 - b) removal expenses;
 - c) temporary accommodation allowance;
 - d) disturbance allowance;
 - e) education costs allowance; and
 - f) reimbursement of legal/professional costs on sale and purchase of home.
- 50.5 If an employee and their spouse/partner are both employed in the APS, relocation expenses will only be paid by one agency.
- 50.6 Rates paid will be varied from time to time in accordance with suggestions by the designated provider for such information. For more information on relocation assistance employees should refer to HRG 1 Relocation Conditions and Allowances.

51. Organisational responsibility

51.1 The Chair may appoint an employee as:

- First Aid Officer;
- Fire Warden; and/or
- Harassment Contact Officer.

51.2 To be or remain appointed the employee must have completed and maintain the appropriate training and/or qualifications.

51.3 Employees will be appointed for a period of three years. Selection for appointment will be by self-nomination and, if there is more than one candidate for a particular post other than for Harassment Contact Officer, the Chair will select an employee for the post. If there is more than one candidate for a post of Harassment Contact Officer, selection will be made through an election process. There is no limit to consecutive appointments.

51.4 Employees appointed in these capacities will be paid an allowance of \$28 per fortnight. An employee appointed in multiple capacities will receive a single allowance of \$28 per fortnight. Part-time employees will be paid a pro-rata allowance.

51.5 Employees elected as Health & Safety Representatives will receive the allowance prescribed in 51.4.

52. Loss of, or damage to, clothing and personal effects

52.1 The Chair may approve an appropriate level of reimbursement to an employee for repair or replacement of clothing or personal effects that have been lost or damaged as a direct result of performance of the employee's duties.

53. Vacation childcare

53.1 The ACMA will provide subsidisation of up to \$17 per day per family for vacation childcare for children aged between 5 and 12 years who are enrolled and attend a registered childcare service or certified vacation care facility during school holidays.

53.2 Payment of the subsidy will be made on a reimbursement basis at the completion of the program, subject to:

- the employee claiming reimbursement being a parent/step-parent/guardian of the relevant children;
- the employee claiming reimbursement attending for duty for the period of vacation care; and

- production of a statement of attendance and original receipts for payment that clearly state the name of the attendee, the name of the ACMA employee making the claim, and the child care provider number of the service or facility.
- 53.3 Employees claiming reimbursement are responsible for ensuring they meet all necessary requirements for taxation and other government benefits in respect to these expense reimbursements.

54. Public transport assistance scheme

- 54.1 A public transport assistance scheme will be made available to all eligible employees during the life of this Agreement.
- 54.2 As part of this scheme, the ACMA will provide funds for the purchase of yearly rail, bus, tram and ferry tickets (or combinations of them) for ongoing employees and long-term (12 months or more) non-ongoing employees who require them. This will allow employees to take advantage of cheaper fares for annual tickets without the need for a large outlay.
- 54.3 Employees 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).

55. Professional association membership costs

- 55.1 The ACMA will pay professional association membership costs and/or accreditation or registration fees where it can be demonstrated that there is a prerequisite to maintain formal accreditation with a professional body to undertake the role in the ACMA.

56. Health and well-being

- 56.1 The ACMA recognises the benefit to the ACMA of employees undertaking self-initiated activities that contribute to their health and well-being. All ongoing employees and non-ongoing employees engaged for 12 months or longer in the ACMA may apply for a single reimbursement of up to \$400 in a financial year to help meet the cost of activities and/or equipment that assists them to maintain a healthy lifestyle. Further information is contained in HRP 23 Health and Well-being.

PART H: PERFORMANCE MANAGEMENT

57. Performance management

Performance agreements

- 57.1 The ACMA acknowledges the contribution that all employees make to the achievement of corporate and business goals. The ACMA's Performance Management Framework provides managers and employees with a framework for establishing individual performance expectations that align with business and corporate goals and priorities and requires ongoing and regular feedback through discussions between managers and employees.
- 57.2 All ongoing and non-ongoing (engaged for periods of three months or more) employees must develop an annual performance development plan with their manager. More information is available in HRP 5 Performance Management Framework.
- 57.3 Formal performance assessment will occur twice during the course of each annual performance cycle in December/January and June. An assessment of overall performance for the year will be made at the June review.
- 57.4 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 strong 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; and
 - e) Does not meet expectations – the employee does not meet performance expectations at this classification level.
- 57.5 Provisions for managing underperformance are set out in clause 60.

Executive Level performance bonus

- 57.6 Executive Level 2 (or equivalent) employees 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 has been assessed as 'exceeds expectations' or higher and the

employee has worked at the Executive Level 2 (or equivalent) classification for three months or more during the performance management cycle

- 57.7 Performance bonus will be adjusted in respect of all days of leave whether paid or unpaid **in excess of** 60 working days. Further information is available in HRP 9 Executive Level 2 Remuneration.

58. Development

- 58.1 The ACMA is committed to providing opportunities for employees to gain and maintain the skills needed to do their jobs, and to assisting employees to achieve their full potential by supporting training and development opportunities.
- 58.2 The ACMA will meet the training and development needs through the use of a wide range of tools including:
- a) formal training courses;
 - b) on the job training;
 - c) job rotations; and
 - d) mentoring and coaching.
- 58.3 The Performance Management Framework will play a vital role in identifying the training and development needs of all employees and in the design of training programs.
- 58.4 Executive Managers will determine Branch-wide needs and priorities in consultation with managers and employees. ACMA-wide training programs may be conducted from time to time where the need is identified.

59. Studies assistance

- 59.1 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 assistance to pursue study activities at approved institutions relevant to their employment. For more information about studies assistance employees should refer to HRG 9 Studies Assistance.
- 59.2 There are three levels of studies assistance:
- a) approval as student;
 - b) study leave; and
 - c) financial assistance.
- 59.3 The provision of the various levels of assistance is discretionary, and should not be considered an automatic right. Approval for all levels of assistance is on an academic period basis.

Study leave

- 59.4 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.
- 59.5 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.

Examination leave

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

Financial assistance

- 59.7 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 discounted Higher Education Loan Program (HELP) fees, study/unit and compulsory fees, books and study materials.
- 59.8 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.

60. Performance improvement

- 60.1 This clause does not apply to non-ongoing employees and employees on probation.
- 60.2 Managers should proactively manage the performance of their employees and promptly address performance related issues as they arise during the performance management cycle.
- 60.3 Underperformance is identified when a manager makes an assessment at any time during the performance management cycle that an employee's performance needs improvement or is unsatisfactory.

- 60.4 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 'fully meets expectations'. Further information is available in HRG 17 Performance Improvement.

Counselling and remedial action

- 60.5 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.

Written warning

- 60.6 If action taken under 59.5 does not resolve the problem, 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.

Assessment

- 60.7 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. Either the manager or the employee can request an independent assessor.

Finalisation

- 60.8 If the employee is performing at the expected standard at the end of three months, no further action will be taken.
- 60.9 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.
- 60.10 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.
- 60.11 If salary is reduced without consent, the employee may lodge an appeal with the Chair within 14 days of notice of reduction, if there was a serious defect in the procedure or if the action is unreasonable. Any such appeal lodged will be finalised within four weeks.
- 60.12 The provisions of clause 67 apply to a review of a decision to terminate employment.
- 60.13 In accordance with clause 66 of this Agreement, an employee can request a review of the process being followed at any stage.

PART I: WORKING RELATIONS

61. Consultation

- 61.1 The ACMA is committed to consulting employees about work-related matters affecting them.
- 61.2 In addition to (but not inconsistent with) consultation provisions at clause 62, in making decisions that affect employees the ACMA will engage in consultation with employees and, where they so choose, their representatives.
- 61.3 For the purposes of clause 61 consultation means providing affected employees and, where they choose, their representatives with timely access to relevant information and a genuine opportunity to influence the decision maker and contribute to the decision making process before the decision is made.
- 61.4 The ACMA will consult with employees about issues affecting their employment, including:
- a) changes to the working environment;
 - b) accommodation changes;
 - c) organisational change; and
 - d) development and amendment of employment policies and guidelines.

62. Consultation relating to major change

- 62.1 This term applies if:
- a) the ACMA has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
 - b) the change is likely to have a significant effect on employees of the ACMA.
- 62.2 The ACMA must notify the relevant employees of the decision to introduce the major change.
- 62.3 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 62.4 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.
- 62.5 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.
- 62.6 However, the ACMA is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 62.7 The ACMA must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 62.8 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 clauses 62.2, 62.3 and 62.5 are taken not to apply.
- 62.9 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.
- 62.10 In this term, *relevant employees* means the employees who may be affected by the major change.

63. Consultative arrangements

- 63.1 The ACMA consultative committees will be maintained under this Agreement.
- 63.2 A National Consultative Forum (NCF) comprising the Chair, four management representatives, four elected employee representatives and four elected union

- delegates (ACMA employees) will be established. The forum will meet at least twice a year to consider matters that have a national focus or significance.
- 63.3 The NCF will oversight the implementation of this Agreement and the development of associated policies and guidelines. When considering proposed policies and guidelines, members of the NCF will use their best endeavours to resolve outstanding issues and reach agreement. Where agreement cannot be reached, the Chair of the ACMA will take a final decision.
- 63.4 Local consultative fora (LCF) comprising management and employees will be established in each of the four work areas (Canberra, Melbourne, Sydney, Field Operations). Each local forum will consult with employees about local workplace matters and, where appropriate, refer matters to the National Consultative Forum (NCF). Local forums will meet at least three times a year and will comprise four management representatives, two elected employee representatives and two elected union delegates (ACMA employees) from the forum work area.
- 63.5 The role of workplace delegates will be respected and facilitated. Principles for workplace delegates are detailed in Appendix B.
- 63.6 In order to achieve effective consultation, employees may need to hold meetings during working hours. Approval should be sought from the Manager, Human Resources. Reasonable notice of such consultative meetings needs to be provided and meetings should not be held without approval.

64. Freedom of association

- 64.1 The ACMA neither encourages nor discourages membership of an industrial association. Employees are free to choose whether or not to:
- a) be a member of an industrial association; or
 - b) be represented by an industrial association.
- 64.2 Employees will not be disadvantaged or discriminated against because they are, or are not, a member of an industrial association.

65. Dispute resolution procedure

- 65.1 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.
- 65.2 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.

- 65.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.
- 65.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Australia.
- 65.5 Fair Work Australia may deal with the dispute in 2 stages:
- a) Fair Work Australia 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 Fair Work Australia is unable to resolve the dispute at the first stage, Fair Work Australia may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.

Note If Fair Work Australia arbitrates the dispute, it may also use the powers that are available to it under the Act.

A decision that Fair Work Australia 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.

- 65.6 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.
- 65.7 The parties to the dispute agree to be bound by a decision made by Fair Work Australia in accordance with this term.

66. Review of workplace decisions

- 66.1 Where concerns arise over decisions or actions affecting an employee covered under this Agreement, a request for review of the decision or action may be

lodged. For more information on review of decisions or actions employees should refer to HRP 3 Review of Actions.

- 66.2 Notwithstanding the above, an employee may seek, at any time, external review of certain workplace actions under the Public Service Act or other relevant legislative provisions.
- 66.3 Where the right of review provided by section 33 of the Public Service Act and Part 5 of the Public Service Regulations is exercised, and does not fail for want of jurisdiction, the employee will have no right of review with respect to that matter under clause 66.1.

67. Review of decisions to terminate employment

- 67.1 The sole and exhaustive rights and remedies of an employee in relation to termination of employment are those that the employee enjoys under:
- Part 3-2 of the Fair Work Act;
 - other Commonwealth laws, including the Constitution and the *Administrative Decisions (Judicial Review) Act 1977*; and
 - common law.
- 67.2 Termination of, or a decision to terminate employment, cannot be reviewed under the procedures for preventing and settling disputes or under the procedures for internal review of employment action included in this Part.
- 67.3 Nothing in this Agreement prevents the Chair from terminating the employment of an employee for serious misconduct, without further payment or payment in lieu, in accordance with section 29 of the Public Service Act, subject to compliance with the procedures established by the Chair for determining whether an employee has breached the Code of Conduct under section 15 of the Public Service Act.

PART J: APPENDIXES

Appendix A

68. APS and executive level – base salary structure

ACMA Local designation	Equivalent APS Classification	Base Salary	Agreement commences	Restructure	1 July 2012	1 July 2013
ACMA 1.1	APS Level 1	40649	42681	ACMA 1.1	43108	43539
ACMA 1.2		43466	45639	ACMA 1.2	47008	48019
ACMA 2.1	APS Level 2	45734	48021	ACMA 2.1	48501	48986
ACMA 2.2		48943	51390	ACMA 2.2	52932	54070
ACMA 3.1	APS Level 3	50694	53229	ACMA 3.1	55161	55713
ACMA 3.2		52014	54615			
ACMA 3.3		53332	55999	ACMA 3.2	56559	57125
ACMA 3.4		54870	57614	ACMA 3.3	59342	60618
ACMA 4.1	APS Level 4	56501	59326	ACMA 4.1	61826	62444
ACMA 4.2		58299	61214			
ACMA 4.3		59814	62805	ACMA 4.2	63433	64067
ACMA 4.4		61469	64542	ACMA 4.3	66478	67907

ACMA Local designation	Equivalent APS Classification	Base Salary	Agreement commences	Restructure	1 July 2012	1 July 2013
ACMA 5.1	APS Level 5	63019	66170	ACMA 5.1	68930	69619
ACMA 5.2		64998	68248			
ACMA 5.3		66920	70266	ACMA 5.2	70969	71679
ACMA 5.4		68066	71469	ACMA 5.3	73613	75196
ACMA 6.1	APS Level 6	69759	73247	ACMA 6.1	76007	76767
ACMA 6.2		71670	75254			
ACMA 6.3		75271	79035	ACMA 6.2	79825	80623
ACMA 6.4		78513	82439	ACMA 6.3	84912	86738

ACMA Local designation	Equivalent APS Classification	Base Salary	Agreement commences	1 July 2012	1 July 2013
ACMA EL1.1	Executive Level 1 (Restricted)	87156	91514	92429	93353
ACMA EL1.2		91683	96267	97230	98202
ACMA EL1.3		95331	100098	103101	105318
¹ *ACMA EL1.4		107222	112583	114835	115983
ACMA EL2.1	Executive Level 2 ² (Restricted)	105507	110782	111890	113009
ACMA EL2.2		112583	118212	119394	120588
ACMA EL2.3		119640	125622	126878	128147
ACMA EL2.4		123644	129826	132423	133747
**ACMA EL 2.5		126557	132885	135543	136898

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

ACMA Local Designation	Equivalent APS Classification	Base Salary	Agreement commences	1 July 2012	1 July 2013
Lawyer/Legal Officer 1.1	APS Level 5	64998	68248	68930	69619
Lawyer/Legal Officer 1.2	APS Level 5	68066	71469	73613	75196
Lawyer/Legal Officer 1.3	APS Level 6	71670	75254	76007	76767
Lawyer/Legal Officer 1.4	APS Level 6	78513	82439	84912	86738
Snr Lawyer/Legal Officer 2.1	Exec Level 1	87156	91514	92429	93353
Snr Lawyer/Legal Officer 2.2	Exec Level 1	95331	100098	103101	105318
Snr Lawyer/Legal Officer 2.3	Exec Level 1	107222	112583	114835	115983

¹ * Restricted to employees locally designated as Snr Lawyer/Legal Officer

² Note that the base rate for Executive Level 2 or equivalent includes the 5% formerly paid as At Risk component of Performance Pay

ACMA Local Designation	Equivalent APS Classification	Base Salary	Agreement commences	1 July 2012	1 July 2013
Principal Lawyer 3.1	Exec Level 2	119640	124426	125670	128183
Principal Lawyer 3.2	Exec Level 2 ³	123644	129826	131124	133746

ACMA Local Designation	Equivalent APS Classification	Base Salary	Agreement commences	1 July 2012	1 July 2013
Tech Trainee 1	Trainee APS (Technical)	40649	42681	43108	43539
Tech Trainee 2	Trainee APS (Technical)	43466	45639	47008	48019
Tech Trainee 3	Trainee APS (Technical)	45734	48021	48501	48986
Tech Trainee 4	Trainee APS (Technical)	48943	51390	52932	54070
Graduate 1.1	Graduate APS	52014	54615	55161	55713
Graduate 1.2	Graduate APS	54870	57614	59342	60618
Graduate 1.3	*APS Level 4	56501	59325	61286	61899

Upon successful completion of the graduate year, a graduate will be allocated an ACMA 3 (APS Level 3) local designation and immediately advanced to ACMA 4 (APS Level 4).

³ Note that the base rate for Executive Level 2 or equivalent includes the 5% formerly paid as At Risk component of Performance Pay

69. Principles for Workplace Delegates

The role of union workplace delegates and other elected union representatives is to be respected and facilitated.

The ACMA and union workplace delegates must deal with each other in good faith.

In discharging their representative roles at the workplace level, the rights of union workplace delegates include but are not limited to:

- the right to be treated fairly and to perform their role as workplace delegates without any discrimination in their employment;
- recognition by the ACMA that endorsed workplace delegates speak on behalf of their members in the workplace;
- the right to participate in collective bargaining on behalf of those whom they represent, as per the Fair Work Act;
- the right to reasonable paid time to provide information to and seek feedback from employees in the workplace on workplace relations matters at the ACMA during normal working hours;
- the right to email employees in their workplace to provide information and seek feedback, subject to individual employees exercising a right to 'opt out';
- undertaking their role and having union representation in the ACMA's workplace relations consultative committee;
- reasonable access to ACMA facilities (including telephone, facsimile, photocopying, internet and email facilities, meeting rooms, lunch rooms, tea rooms and other areas where employees meet) for the purpose of carrying out work as a delegate and consulting with members and other interested employees and the union, subject to agency policies and protocols;
- the right to address new employees about union membership at the time they enter employment
- the right to consultation, and access to relevant information about the workplace and the ACMA; and
- the right to reasonable paid time to represent the interests of members to the ACMA and industrial tribunals.

In discharging any roles that may involve undertaking union business, the rights of union workplace delegates include but are not limited to:

- reasonable paid time during normal working hours to consult with other delegates and union officials in the workplace, and receive advice and assistance from union staff and officials in the workplace;
- reasonable access to appropriate training in workplace relations matters including training provided by a union; and
- reasonable paid time off to represent union members in the ACMA at relevant union forums.

In exercising their rights, workplace delegates and unions will consider operational issues, ACMA policies and guidelines and the likely effect on the efficient operation of the ACMA and the provision of services by the Commonwealth.

For the avoidance of doubt, elected union representatives include APS employees elected to represent union members in representative forums, including, for example, CPSU Section Secretaries, Governing Councillors and Section Councillors, and APESMA Government Division Committee members.