



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

**Australian Children’s Education and Care Quality Authority T/A
ACECQA**
(AG2022/3733)

ACECQA ENTERPRISE AGREEMENT 2022-2025

Commonwealth employment

DEPUTY PRESIDENT EASTON

SYDNEY, 5 OCTOBER 2022

Application for approval of the ACECQA Enterprise Agreement 2022-2025.

[1] Australian Children’s Education and Care Quality Authority T/A ACECQA (**the Employer**) has made an application for the approval of the *ACECQA Enterprise Agreement 2022-2025* (**the Agreement**). The application was made under s.185 of the *Fair Work Act 2009* (**the Act**). The Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings, a copy of which are attached as Annexure A to this decision. The undertakings can be accepted under s.190 of the Act because I am satisfied that they will not cause financial detriment to any employee covered by the Agreement and will not result in substantial changes to the Agreement. The undertakings are taken to be a term of the agreement pursuant to s.191 of the Act.

[3] Subject to the Employer’s undertakings, I am satisfied that each relevant requirement in sections 186, 187, 188 and 190 of the Act has been met.

[4] I note that the following clauses are potentially inconsistent with the National Employment Standards (NES):

- Clause E.1 – Annual Leave
- Clause E.7 – Compassionate Leave
- Clause E.14 – Unauthorised absences

[5] Noting the undertaking provided by the Employer, I am satisfied that the more beneficial entitlements of the NES will prevail where there is an inconsistency between the Agreement and the NES.

[6] The CPSU, the Community and Public Sector Union (**CPSU**) was a bargaining representative for the Agreement and has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the CPSU.

[7] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 12 October 2022. The nominal expiry date of the Agreement is 30 June 2025.



DEPUTY PRESIDENT

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Annexure A

**IN THE FAIR WORK
COMMISSION**

Fair Work Act 2009 (Cth) ("FW Act")

Matter number: AG2022/3733

Employer: Australian Children's Education and Care
Quality Authority (**Employer**)

Application: Section 185 – Application for approval of a
single enterprise agreement, namely the
ACECQA Enterprise Agreement 2022-2025
(**Agreement**)


Authorised representative: Angela Buchanan
Chief Operating Officer

Undertaking - Section 190

For and on behalf of the Employer I, Angela Buchanan:

1. declare that I have:
 - a. authority to give this undertaking on behalf of the Employer,
 - b. sought the views of all bargaining representatives for this undertaking pursuant to s 190(4) of the FW Act,
2. understand that each undertaking is to be taken to be a term of the Agreement,
3. acknowledge that with respect to Clause A.6 of the Agreement – Commencement and duration, the Agreement will commence 7 days following the approval of the Agreement pursuant to s.54(1)(a) of the Fair Work Act 2009 (Cth),
4. give the following undertaking with respect to the Agreement:
 - a. At the beginning of Clause A.7 of the Agreement – Relationship to other instruments, the following is to be included:

"This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency."

Date signed:	19 September 2022
For and on behalf of the Employer by: [In accordance with s.190(5) of the FW Act]	Angela Buchanan Chief Operating Officer
Signature:	
Witness name:	Trisha Vollmer
Witness signature:	



Australian Children's
Education & Care
Quality Authority

ACECQA Enterprise Agreement 2022-2025

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

ACECQA Enterprise Agreement 2022-2025

Contents

SIGNATURES	5
PART A SCOPE	6
A.1 Title	6
A.2 Purpose	6
A.3 Values and principles	6
A.4 Performance and productivity initiatives	6
A.5 Coverage	7
A.6 Commencement and duration	7
A.7 Relationship to other instruments	7
A.8 No extra claims	7
A.9 Variation	7
A.10 Delegation	8
PART B STARTING WITH ACECQA	9
B.1 Types of engagement	9
B.2 Recruitment and selection	9
<i>Conversion of fixed-term and casual employees</i>	10
<i>Request to convert</i>	10
B.3 Commencement conditions	11
B.4 Probation	11
B.5 Outside employment	11
B.6 Relocation expenses	12
PART C REMUNERATION AND ALLOWANCES	13
C.1 Classification structure	13
<i>Classification broadbands</i>	13
C.2 Salary increases	13
C.3 Salary advancement	14
<i>Employees on probation</i>	14
<i>Employees on unpaid leave</i>	14
C.4 Payment of salary	15
C.5 Higher duties	15
<i>Salary advancement</i>	15
C.6 Superannuation	16
C.7 Allowances	16
<i>First aid allowance</i>	16
<i>Reimbursement of travel expenditure</i>	16
C.8 Salary packaging	17

PART D	HOURS OF WORK, FLEXIBILITY AND WELLBEING	18
D.0	Introduction	18
D.1	Flexible working arrangements	18
D.2	Hours of work and attendance—General	19
	<i>Ordinary hours—Full-time employees</i>	19
	<i>Compressed hours</i>	19
	<i>Ordinary hours—Part-time employees</i>	19
D.3	Hours of work and attendance—Bands 1 to 5	20
	<i>Flextime scheme</i>	20
	<i>Recognition of travel time</i>	21
	<i>Overtime</i>	21
D.4	Hours of work and attendance—Bands 6 and above	22
	<i>Time off in lieu</i>	22
	<i>Recognition of travel time</i>	22
	<i>Substantially excess hours</i>	22
D.5	Use of taxis or parking after hours	23
D.6	Remote Working and Home Based Work	23
PART E	LEAVE	25
E.0	Introduction	25
E.1	Annual leave	26
	<i>Cashing out</i>	26
E.2	Christmas closedown	27
E.3	Purchased leave	27
E.4	Personal and carer’s leave	27
E.5	Family and domestic violence leave	28
E.6	Parental leave	29
E.7	Compassionate leave	30
E.8	Long service leave	30
E.9	Cultural and ceremonial leave	31
E.10	Community service leave	31
E.11	Defence service leave	31
E.12	Miscellaneous leave	32
E.13	Cancellation of leave	32
E.14	Unauthorised absences	32
E.15	Public Holidays	32
PART F	PERFORMANCE AND DEVELOPMENT	33
F.1	Performance review	33
F.2	Managing underperformance	33
F.3	Learning and development	34
F.4	Study assistance	34
	<i>Financial assistance</i>	34
	<i>Study leave</i>	34
F.5	Professional costs	35
PART G	SEPARATING FROM ACECQA	36
G.1	Termination at ACECQA’s initiative	36
G.2	Termination at the employee’s initiative	36
G.3	Employee conduct	36
	<i>Breaches of the Code of Conduct</i>	37

G.4	Right of review for termination	37
G.5	Redundancy	37
	<i>Voluntary redundancy</i>	38
	<i>Involuntary redundancy</i>	38
	<i>Redundancy entitlements</i>	39
PART H	INDIVIDUAL FLEXIBILITY	40
PART I	CONSULTATION	42
I.0	Introduction	42
I.1	Major change consultation	42
I.2	Change to regular roster or ordinary hours of work	43
I.3	Staff Consultative Committee	44
PART J	DISPUTE RESOLUTION	45
J.0	Introduction	45
J.1	Internal dispute resolution	45
J.2	External dispute resolution	45
SCHEDULE 1	CLASSIFICATIONS AND SALARY POINTS	47
SCHEDULE 2	WORK LEVEL STANDARDS	50
DICTIONARY		61

Signatures

Signed for and on behalf of the Employer:



Name: Gabrielle Sinclair

Address: Level 6, 175 Liverpool Street, Sydney NSW 2000

Authority: Chief Executive Officer

Signed for and on behalf of the Employee Organisation:



Name: Melissa Payne

Address: 54-58 Foveaux Street, Surry Hills NSW 2010

Authority: Deputy National President, Community and Public Sector Union

PART A Scope

A.1 Title

This Agreement will be known as the *ACECQA Enterprise Agreement 2022-2025*.

A.2 Purpose

- (1) The purpose of this Agreement is to provide terms and conditions of employment to employees covered by the Agreement and to support the Australian Children's Education and Care Quality Authority (ACECQA) to fulfil its functions under the *Education and Care Services National Law*.
- (2) This Agreement covers any ongoing changes made in the work, organisation and performance of ACECQA. This Agreement recognises that the range of functions and operations performed by ACECQA is subject to continuing government policy and funding.

A.3 Values and principles

ACECQA is committed to:

- a. a culture of integrity, commitment, respect and collaboration in all its dealings,
- b. facilitating high performance through its employees by focusing on quality, standards and continuous improvement consistent with ACECQA's functions and expectations of stakeholders,
- c. providing flexible working arrangements to assist employees in achieving an appropriate balance between their work and personal lives recognising the need to balance these flexibilities with ACECQA's aim to perform its functions in the most efficient and effective manner,
- d. assisting employees in developing their capabilities in performing their role within the organisation and promoting improved performance in support of ACECQA's goals and priorities,
- e. maintaining a safe and healthy work environment for all employees, consistent with its ethical and legal obligations, and
- f. respecting and valuing the diversity of its workforce, and providing support to prevent and eliminate harassment, bullying and discrimination in all its forms.

A.4 Performance and productivity initiatives

This Agreement will support continuous improvement in organisational and individual performance and productivity through:

- a. continuing broad access to remote working arrangements while ensuring continued connection with, and benefits of, the physical workplace including face to face engagement and collaboration with colleagues

- b. improving use of existing entitlements, including the use of excessive leave balances, to the benefit of both employees and ACECQA
- c. implementing the performance, planning and review framework to ensure alignment between organisational plans and individual performance.

A.5 Coverage

- (1) The Agreement applies to and binds:
 - a. the Australian Children’s Education and Care Quality Authority, referred to as ACECQA,
 - b. all persons employed by ACECQA in the classifications listed in **Schedule 1** of this Agreement, referred to as employees,
 - c. the Community and Public Sector Union (CPSU), if the Fair Work Commission (FWC) notes that the organisation is covered in its decision to approve the Agreement.
- (2) This Agreement does not cover persons employed by ACECQA in a Senior Executive role.
- (3) To remove doubt, this Agreement does not set the terms and conditions for contractors and consultants.

A.6 Commencement and duration

This Agreement commences on 1 July 2022 and will nominally expire on 30 June 2025.

A.7 Relationship to other instruments

- (1) To the extent of any inconsistency with a contract of employment, the express terms of this Agreement will prevail.
- (2) The operation of this Agreement is supported by ACECQA policies, procedures and guidelines as amended from time to time. The policies, procedures and guidelines are not incorporated into and do not form part of this Agreement. The policies, procedures and guidelines provide detail on provisions and conditions relating to employment at ACECQA. If there is any inconsistency between the policies, procedures and guidelines and the terms of this Agreement, the express terms of this Agreement will prevail.
- (3) In the event of a dispute about this Agreement, the parties will have access to the dispute resolution procedures set out in **Part J (Dispute resolution)** of this Agreement to resolve the dispute.

A.8 No extra claims

From the commencement of this Agreement, a person or organisation covered by the Agreement will 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.

A.9 Variation

This Agreement may only be varied in accordance with the *Fair Work Act 2009*.

A.10 Delegation

- (1) Where the Agreement implies that approval is required, but a head of power is not specified, the Agreement should be read as meaning the approval of the Chief Executive Officer (CEO) or delegate will be obtained prior to the action occurring.
- (2) The CEO may delegate any or all of the CEO's powers or functions under this Agreement, including this power of delegation, and may do so subject to conditions.

Part B Starting with ACECQA

B.1 Types of engagement

- (1) Employees may be engaged on an ongoing, fixed-term (non-ongoing) or casual basis.
- (2) Ongoing and fixed-term employees are engaged in full-time or part-time work in accordance with **Section D.2** (*Hours of work and attendance – General*) of this Agreement.
- (3) Part-time employees are engaged to work for an agreed number of regular hours each fortnight that is less than the ordinary hours of work for a full-time employee. Remuneration and other benefits for part-time employees will be calculated on a pro-rata basis according to hours worked, with the exception of reimbursements and expense-related allowances, which will be paid at the same amount as full-time employees.
- (4) Fixed-term employees may be engaged to meet short-term operational requirements.
- (5) Casual employees may be engaged on the basis that ACECQA makes no firm advance commitment to continuing and indefinite work according to an agreed pattern of work for the person. Casual employees are engaged on an hourly basis, with no fixed hours and no expectation of continuing employment. Casual employees must be engaged for at least 4 hours per engagement or are entitled to be paid for 4 hours of work for a shorter engagement. Casual employees are entitled to a salary loading of 25% in lieu of all entitlements in this Agreement unless stated otherwise.

B.2 Recruitment and selection

- (1) Engagement of staff will be on the basis of merit and a transparent selection process. Where there is an ongoing vacancy to be filled, it will be subject to internal or external advertisement or conversion of an existing non-ongoing employee in accordance with clause (4).
- (2) Recruitment processes will be based on considering the following options in the following order as far as possible:
 - a. expression of interest within the organisation,
 - b. consideration of previous applications for other recruitment processes,
 - c. external advertisement, and
 - d. the use of a recruitment agency to fill short term operational requirements.
- (3) In making a decision under clause (2), ACECQA will consider the operational requirements of ACECQA and the capacity of ACECQA to manage an internal movement to fill the vacancy. ACECQA will use the recruitment method that will serve the broad interests, requirements and operational needs of ACECQA at that point in time.

Conversion of fixed-term and casual employees

- (4) The CEO may convert the fixed-term or casual employment of an employee to ongoing employment if:
- a. the ongoing employment is in the same classification as and substantially similar to the fixed-term or casual employment, and
 - b. the employee's employment was initially based on the results of a merit selection process after internal or external recruitment.

Request to convert

- (5) Subject to clause (6), a fixed-term or a casual employee may request that their employment be converted to ongoing employment following continuous and unbroken service over a calendar period of at least 12 months.
- (6) If the employee is a casual employee, the employee must have worked a pattern of hours on a regular basis in the previous 12 months which, without significant adjustment, the employee could continue to perform as an ongoing employee under the provisions of this Agreement.
- (7) Any request under clause (5) must be in writing and provided to the CEO.
- (8) If the CEO does not approve a request under clause (5) on reasonable business grounds, the CEO will provide the employee with reasons in writing within 21 days of the request being made.

Offer to convert for casual employees

- (9) In accordance with the National Employment Standards, ACECQA must make an offer of conversion to ongoing employment to a casual employee who has been employed for a period of 12 months and, during at least the last 6 months of that period, has worked a regular pattern of hours that could be worked as full-time or part-time work (in accordance with Section D.2 of this Agreement) without significant adjustment.
- (10) The offer must be in writing and offer either full-time or part-time employment consistent with the regular pattern of hours worked during the period referred to in clause (9). The offer must be made within 21 days after the end of the 12-month period referred to in clause (9).
- (11) The Chief Executive Officer may decide not to make an offer in accordance with clause (9) and section 66C of the *Fair Work Act 2009* on reasonable grounds, which may include that:
- a. the employee's position will cease to exist in the following 12 months;
 - b. the employee's hours of work will be significantly reduced in the following 12 months;
 - c. there will be a significant change on the days and/or times on which the employee's hours of work are required to be performed that cannot be accommodated within the days or times the employee is available to work during that period.

Notice to employees

- (12) ACECQA must notify an employee about any of the following events or decisions:
- a. when a casual or fixed-term employee becomes eligible to request conversion to ongoing employment in accordance with clauses (5)-(8) of this section; and/or

- b. when the Chief Executive Officer has decided not to make an offer of employment in accordance with clause (11) of this section—such a notice must include the Chief Executive Officer’s reasons for making the decision.

- (13) ACECQA must give the notices required in clause (12) within 21 days of the event occurring or decision made.

B.3 Commencement conditions

- (1) ACECQA requires all employees to consent to a criminal record check from the Australian Federal Police and obtain other relevant checks relating to working with children and vulnerable people as a condition of their employment prior to commencement or as soon as possible after commencement. ACECQA will pay the costs associated with obtaining these checks.
- (2) If an employee has resided overseas, ACECQA may require the employee to obtain a criminal history check from each country where the employee has lived for a total of 12 months or more in the last 10 years as a condition of their employment prior to commencing or as soon as possible after commencement. If the document is in another language, it must be translated into English by an accredited translator. The cost of obtaining these checks is to be met by the employee.
- (3) If the CEO considers the results of any checks to be unsatisfactory, ACECQA will provide the employee with a reasonable opportunity to provide details of any relevant matters to be considered by ACECQA in making a decision as to whether the employee’s employment should be terminated.
- (4) ACECQA will consider any submissions made by the employee and may terminate the employee’s employment if ACECQA considers the submission does not address the concerns raised in the check and the check remains unsatisfactory.

B.4 Probation

- (1) An employee who commences with ACECQA as an ongoing or fixed-term employee will be subject to a probationary period of six (6) months unless the CEO decides a shorter period or waives the probationary period. This does not apply to fixed-term employees engaged for less than 12 months or casual employees.
- (2) An employee’s performance will be reviewed during the probation period. Before the end of the probation period, ACECQA will make a decision regarding continued employment on the basis of satisfactory performance.
- (3) During the probation period, ACECQA or the employee may terminate the employment by giving 1 week’s written notice.

B.5 Outside employment

- (1) An employee must not, without prior written approval of the CEO, be engaged or concerned or have any other interest for financial advantage that conflicts with the functions of ACECQA or interferes with the performance of the employee’s duties.
- (2) To remove doubt, this section applies to employees on periods of leave with or without pay.

B.6 Relocation expenses

- (1) ACECQA may reimburse an employee's reasonable relocation expenses to relocate for work.
- (2) Where an employee is reimbursed for relocation expenses and the employee leaves ACECQA at their own initiative or is dismissed for misconduct within 12 months of commencing, the CEO may determine that the employee repay all or a proportion of any relocation expenses reimbursed by ACECQA. Any outstanding repayment for relocation expenses may be deducted from the employee's separation payment.

Part C Remuneration and allowances

C.1 Classification structure

- (1) At commencement with ACECQA, an employee will start at the base point of the band applying to the position. The CEO may authorise payment of salary above the base point of the band considering the qualifications, skills and experience of the employee.
- (2) ACECQA's classification structure and salary points are set out in **Schedule 1** of this Agreement. The CEO will determine the classification of positions that are filled or created after the commencement date of this Agreement in accordance with the Work Level Standards set out in **Schedule 2** of this Agreement.
- (3) Employees can advance through the points in their classification band until such time as a hard ceiling is reached. Progression beyond a hard ceiling between bands occurs through promotion or higher duties.
- (4) Nothing in this Agreement prevents the CEO determining that an employee is paid a salary at a higher point or band.
- (5) An employee may request that the CEO review the classification of their position at any time where it can be demonstrated that the position has substantially changed.

Classification broadbands

- (6) The CEO may decide that a position is, or class of positions are, to be broadbanded across two or more classification bands.
- (7) In a broadband, an employee may move between classifications within the broadband if:
 - a. there is sufficient work available at the higher classification level;
 - b. the employee has gained the necessary skill and proficiencies to perform the duties in accordance with the work level standards for that classification; and
 - c. the employee achieves a performance rating of at least 'meeting expectations' within the annual performance cycle in accordance with **Part F** [Performance and Development].

C.2 Salary increases

- (1) The salaries of employees covered by this Agreement will be increased as follows:
 - a. 2.7% from 1 July 2022,
 - b. 2.6% from 1 July 2023, and
 - c. 2.6% from 1 July 2024.
- (2) **Schedule 1** of this Agreement outlines these increases in salary points.
- (3) A once-off payment of \$1,000 will be paid to each employee upon the Agreement being made and approved by the Fair Work Commission.

C.3 Salary advancement

- (1) Subject to this section, employees are eligible for salary advancement on 1 July each year if:
 - a. the employee has successfully completed probation (where relevant), and
 - b. the employee's performance has been rated as at least 'Meeting Expectations' at the end of the current performance review cycle; and
 - c. the employee has at least 3 months' service under a performance plan at or above the employee's current classification in the current performance review cycle.
- (2) Fixed-term employees are eligible for salary advancement on 1 July each year if:
 - a. the employee is employed on a contract of at least 12 months' duration, and
 - b. the employee has at least six (6) months' continuous service at or above the employee's current classification in the current performance review cycle.
- (3) Employees rated at least 'Meeting Expectations' will be advanced by 1 pay point.
- (4) Employees rated as 'Not Meeting Expectations' will be eligible to advance 1 pay point from the date on which the employee is assessed as 'Meeting Expectations' in accordance with ACECQA's procedures for managing unsatisfactory performance (see **Section F.2**).
- (5) The CEO may, for a particular employee and in special circumstances, approve a different performance review cycle or a different date of effect for advancement of the employee's salary.

Employees on probation

- (6) Employees subject to probation on 1 July each year are eligible for salary advancement if:
 - a. the employee's probation period began in a performance review cycle (the former cycle) and ended in the performance review cycle following, and
 - b. the employee successfully completes probation, and
 - c. the employee completed at least 3 months' service under a probation plan at or above the employee's current classification in the former cycle.
- (7) Employees eligible for salary advancement under clause (6) will be advanced 1 pay point from the completion of probation.

Employees on unpaid leave

- (8) Employees on unpaid parental leave on 1 July each year will be eligible for salary advancement by 1 pay point when the employee returns from leave.
- (9) Employees on unpaid leave (excluding parental leave) for six (6) months or more on 1 July each year will not be eligible for salary advancement.

C.4 Payment of salary

Employees will be paid fortnightly in arrears by electronic funds transfer into a financial institution account of the employee's choice.

C.5 Higher duties

- (1) Employees may be assigned to temporarily perform all or part of the duties of a position at a higher classification, in order to:
 - a. enable ACECQA to manage short-term absences and temporary work requirements, and
 - b. enable employees to develop or enhance skills and demonstrate higher level competencies.
- (2) Employees may not be assigned to perform duties in accordance with clause (1) for a period of more than 3 months unless the opportunity has been advertised internally.
- (3) Employees performing all or part of the duties of a position at a higher classification are eligible for payment of higher duties allowance for the period.
- (4) Employees performing all of the duties of a position at a higher classification will receive payment at the minimum pay point for the higher classification, unless:
 - a. the employee has previously attained a higher pay point through pay point advancement for previous performance at the classification, in which case the employee is to be paid at that rate, or
 - b. the employee is performing part of the duties of a position at a higher classification, in which case the employee is to be paid at a rate decided by the CEO.
- (5) The amount of higher duties allowance payable is the difference between:
 - a. the employee's salary for their substantive classification, and
 - b. the remuneration payable to the employee under this section.
- (6) The CEO may appoint an employee performing all the duties of a position at a higher classification to ongoing employment at the higher classification band if:
 - a. the ongoing employment is in the same classification as and substantially similar to the higher duties currently being performed, and
 - b. the assignment to higher duties was based on the results of a merit selection process after an expression of interest or external advertising.

Salary advancement

- (7) Employees are eligible to be advanced to higher pay points for the higher classification on 1 July each year if:
 - a. the employee's performance in the higher classified position has been assessed for a continuous period of 3 months or more in the current performance review cycle, and
 - b. the employee's performance in the higher classified position has been rated as at least 'Meeting Expectations' at the end of the current performance review cycle.

- (8) Employees eligible for salary advancement under clause (7) will be advanced 1 pay point at the higher classification level.

C.6 Superannuation

- (1) ACECQA will make superannuation contributions in accordance with the *Superannuation Guarantee (Administration) Act 1992*.
- (2) ACECQA will make contributions to the employee's chosen fund. If the employee does not choose a fund, ACECQA will request advice from the Australian Tax Office (ATO) in accordance with the *Superannuation Guarantee (Administration) Act 1992* and:
 - a. if the ATO provides details of a stapled fund—make contributions to that fund; or
 - b. if the ATO does not provide details of a stapled fund—make contributions to ACECQA's default superannuation fund.
- (3) ACECQA may choose to limit superannuation choice to complying superannuation funds that allow employee and/or employer contributions to be paid through fortnightly electronic funds transfer through ACECQA's payroll system.
- (4) Employees may choose to sacrifice part of their salary in accordance with **Section C.8 (Salary packaging)** of this Agreement. Participation in salary packaging will not affect salary for superannuation purposes.
- (5) ACECQA will make superannuation contributions for employees who earn below the superannuation guarantee contribution (SGC) minimum payment.
- (6) ACECQA employees who are members of an approved Commonwealth, state or local government defined benefits scheme may continue membership while at ACECQA and ACECQA will make contributions in accordance with the rules of that scheme.

C.7 Allowances

First aid allowance

- (1) Employees are eligible to be appointed to undertake the role of First Aid Officer. Employees performing the role of First Aid Officer are to be paid an allowance of \$26.70 per fortnight or a pro rata rate for employees working part-time or with a regular in office attendance of less than full-time. This clause does not apply to casual employees.
- (2) The allowance will increase from 1 July each year in line with the base salary increase at clause C.2(1). Payment of the allowance will cease for any period of unpaid leave or any period of paid leave of 1 week or more.

Reimbursement of travel expenditure

- (3) Employees who undertake travel on official business are entitled to have actual travel expenditure, including meals and reasonable incidental expenses, reimbursed in accordance with the relevant amounts set by the Australian Taxation Office for the current financial year.

C.8 Salary packaging

- (1) Salary packaging is available to full-time and part-time employees and non-ongoing employees on contracts greater than 12 months.
- (2) Items for salary packaging will be agreed between ACECQA and the employee concerned for items such as superannuation, mobile phones or portable electronic devices.
- (3) If ACECQA proposes to significantly restrict the salary packaging benefits available to staff, the consultation clauses at **Part I** (*Consultation*) of this Agreement will apply.
- (4) Any fringe benefits tax incurred in relation to an individual employee as a result of his or her salary packaging arrangement will be met by the individual employee.
- (5) Where an employee elects to access salary packaging, the employee's salary for the purposes of superannuation, severance and termination payments, and any other purposes, will be determined as if the salary packaging arrangement had not occurred.
- (6) Where salary packaging provides an employee with less than the rates of pay specified under this Agreement, they will be deemed to have been paid the appropriate rate of pay.

Part D Hours of work, flexibility and wellbeing

D.0 Introduction

- (1) ACECQA is committed to a workplace culture that promotes a healthy work life balance and supports staff to balance their work commitments with other responsibilities such as family, care responsibilities (including elder care and care for a dependent with a disability) and other personal commitments. In keeping with that commitment, this Agreement contains measures and entitlements for flexibility and wellbeing.
- (2) ACECQA will provide access to appropriate wellbeing measures as determined by the CEO, including:
 - a. an annual influenza vaccination, available at no cost to the employee, and
 - b. a confidential, professional counselling service via the Employee Assistance Program at no cost to the employee.

D.1 Flexible working arrangements

- (1) All employees have the ability to request flexible working arrangements consistent with the provisions of the Agreement and the provisions of the National Employment Standards (NES).
- (2) An employee may request flexible working arrangements consistent with section 65 [Requests for flexible working arrangements] of the *Fair Work Act 2009* in the following circumstances:
 - a. the employee is the parent, or has responsibility for the care, of a child who is of school age or younger,
 - b. the employee is a carer (within the meaning of the *Carer Recognition Act 2010* and this Agreement),
 - c. the employee has a disability,
 - d. the employee is 55 or older,
 - e. the employee is experiencing violence from a member of the employee's family, or
 - f. the employee provides care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because the member is experiencing violence from the member's family.
- (3) A request made in accordance with this section must be in writing and set out details of the change sought and reasons for the change.
- (4) The CEO will respond in writing to the request within 21 days and will only refuse on reasonable business grounds. Before refusing the request, the CEO must seek to confer with the employee and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the employee's circumstances.

- (5) Where the request is refused, the response will include reasons for the decision, set out any agreed change in working conditions prior to refusing the request, and set out any changes in working arrangements that can be offered to better accommodate the employee's circumstances.
- (6) The CEO may, in special circumstances, approve a flexible working arrangement in addition to the circumstances outlined in subsection (2).

D.2 Hours of work and attendance—General

- (1) The CEO may approve all matters relating to hours of work and attendance in accordance with the provisions outlined in this Part.
- (2) All employees are required to maintain a record of attendance.
- (3) Employees must take a meal break of at least 30 minutes after 5 continuous hours of work. Meal breaks are unpaid.
- (4) Under this Agreement, the following definitions apply:

Ordinary hours – means 152 hours over the 4 week settlement period for full-time employees, and the number of hours stated in the employee's part-time work agreement for part-time employees.

Settlement period – is the 4 week period beginning on the Thursday after payday for the purposes of determining flex debit/credit carryover.

Bandwidth – is a 12 hour period from 7:00am to 7:00pm Monday to Friday, except on a public holiday.

Ordinary hours—Full-time employees

- (5) The ordinary hours for full-time employees are 152 hours per settlement period, which equates to 7 hours and 36 minutes per day.
- (6) An employee's pattern of ordinary hours should be agreed between the employee and their manager within the bandwidth. An employee's ordinary hours can be varied by agreement between the employee and the manager to accommodate operational or personal requirements. Employees whose work requires that they be available for direct contact with the public may be asked to design their ordinary hours around business hours, being 9.00am to 5.00pm, Monday to Friday.

Compressed hours

- (7) The CEO may agree to a full-time employee working ordinary weekly hours over less than a 5 day week within the bandwidth after considering the employee's role and responsibilities, operational requirements and any other relevant considerations. Any agreement under this clause will be reviewed by the CEO and the employee on a 6 monthly basis to assess the ongoing need for, and suitability of, the arrangement including any work health and safety considerations.

Ordinary hours—Part-time employees

- (8) Employees may be engaged on a part-time basis for less than 152 hours per settlement period.
- (9) The ordinary hours for part-time employees are set out in the employee's part-time work agreement which states the hours to be worked and the start and finish times for each day. Part-time employees must work at least 3 hours on any agreed working day.

- (10) Part-time employees may not vary their part-time hours agreement or access full-time hours without the agreement of the CEO. ACECQA may not vary the part-time hours agreement without the agreement of the employee.
- (11) A part-time employee's pattern of ordinary hours should be set out in the employee's part-time work agreement. Part-time employees in ACECQA Bands 1 through 5 may access flex-time provisions to provide flexibility for their pattern of ordinary hours to accommodate operational or personal requirements. Work directed outside of the ordinary pattern of hours may be subject to overtime provisions (see **Section D.3**).
- (12) Full-time employees may enter into a part-time work agreement for a specified time period with the agreement of both the employee and the CEO. At the end of the part-time work agreement the employee will return to full-time work.
- (13) Full-time employees may not be directed to enter into a part-time work agreement.

D.3 Hours of work and attendance—Bands 1 to 5

Flextime scheme

- (1) Flextime is available to ACECQA employees classified in Bands 1 through 5.
- (2) Employees may accumulate flextime within the bandwidth. All hours must be recorded daily on commencing and ceasing work on the ACECQA flex sheet and will require approval by the employee's manager at the end of each settlement period.
- (3) A flex credit is where an employee accumulates hours in excess of ordinary hours. The relevant manager may require an employee not to work hours in addition to ordinary hours where there is insufficient work. That is, a manager may require that an employee not accrue flextime where such accrual cannot be justified by the employee's workload.
- (4) An employee may request approval to take time off using flex credit and approval is subject to operational requirements. An employee may only carry over a maximum of 15.2 hours into the next settlement period unless for operational reasons the employee has not been able to take time off using flex credit in the previous settlement period.
- (5) A flex debit occurs where the employee works less time than their ordinary hours. A maximum of 7.6 hours debit can be accumulated and carried over to the next settlement period. Where an employee carries over a flex debit of 7.6 hours, the employee and the manager must agree on appropriate actions to reduce the flex debit by the end of the next settlement period. Options to reduce the debit include:
 - a. agreeing on a work pattern that will reduce the debit over the next settlement period,
 - b. retrospectively applying for annual leave to offset all or part of the debit, or
 - c. a combination of the above options.
- (6) If an employee resigns with any flex credit, the flex credit will need to be acquitted before separation as no payment for accumulated flex will be made.
- (7) If an employee has any flex debit at separation, ACECQA will deduct the flex debit from the final payment to the employee.

Recognition of travel time

- (8) If an ACECQA employee in Bands 1 to 5 is required to travel for official business (not including conferences or other learning and development opportunities) outside of the employee's standard day on a week day and the travel time exceeds the employee's usual travel time from home to work, the employee will be entitled to flextime for the additional travel time at the rate of single time.
- (9) If an ACECQA employee in Bands 1 to 5 is required to travel for official business (not including conferences or other learning and development opportunities) on a weekend, the employee will be entitled to flextime for the additional travel time at the rate of single time and a half.
- (10) To remove any doubt, conference attendance where the employee is presenting or otherwise undertaking duties is not included in clause (8) or (9).

Overtime

- (11) Where operational requirements make it necessary, the CEO may direct an employee to work outside their ordinary hours on any day.
- (12) The CEO must give reasonable notice about the requirement to work overtime and be mindful of the personal responsibilities of the employee. An employee may refuse to work additional hours if they are unreasonable.
- (13) An employee in Bands 1 to 5 directed to perform work outside and in excess of their ordinary hours on a given day is eligible for overtime payment, or where agreed, TOIL of overtime payment. The period of TOIL that an employee is entitled to take is equivalent to the overtime payment that would have been made.
- (14) Where a period of overtime is not continuous with ordinary time work, the base period of overtime payment for such work will be calculated as if the employee had worked for 4 hours. When determining whether a period is continuous with ordinary time work, meal breaks should not be regarded as breaking continuity.
- (15) Overtime payments will be calculated as follows:
 - a. Monday to Saturday: 1.5 times the hourly rate for the first 3 hours each day and double the hourly rate thereafter,
 - b. Sunday: double the hourly rate, and
 - c. Public holiday: 2.5 times the hourly rate.
- (16) Where an employee is directed to work overtime for at least 3 hours outside their ordinary hours or for 5 hours or more on a Saturday, Sunday or public holiday, they will be reimbursed for reasonable meal expenses.
- (17) TOIL in lieu of payment for overtime must be taken within 6 months of the overtime being worked. Otherwise, payment for the overtime will be made to the employee. If requested by an employee at any time, ACECQA will pay the employee for any accrued entitlement to take TOIL in lieu of payment for overtime which has not been taken. If, upon termination of employment, an employee has an accrued entitlement to take TOIL of payment for overtime which has not been taken, the employee will be paid for the overtime.

D.4 Hours of work and attendance—Bands 6 and above

- (1) The parties to this Agreement recognise that ACECQA Band 6 and above employees may be required to perform reasonable additional hours beyond ordinary hours. Section 62 [Maximum weekly hours] of the *Fair Work Act 2009* outlines the considerations for determining whether additional hours are reasonable. ACECQA does not expect or support employees working unreasonable additional hours.
- (2) Employees have the flexibility to responsibly manage their own workloads to meet operational needs in consultation with their managers. The arrangements in relation to flexible hours will be agreed by the employee and relevant manager taking account of the need to balance the achievement of organisational outcomes and individual personal commitments.

Time off in lieu

- (3) In recognition of additional hours performed by Band 6 and above employees, employees will have access to 3 days off in a calendar year (pro-rata for part-time employees). TOIL will not be on an hour for hour basis or replicate a flex time system. However, neither this clause nor clauses (4), (5), (6), (7), and (8) preclude a Band 6 or above employee from negotiating TOIL that is in addition to the entitlements provided by this clause when they have worked substantially excess hours in accordance with clause (10) below.
- (4) The 3 days are to be taken at a time agreed between the employee and the manager/supervisor. Any days not taken at the end of the calendar year will lapse unless the manager/supervisor agrees to an extension of 1 month to allow the days to be taken in the extension period.
- (5) The days are granted on the basis that the employee maintains appropriate records. If attendance records over the year demonstrate that the employee is not working reasonable additional hours, the manager/supervisor may remove or reduce the 3 days.
- (6) A Band 6 or above employee who commences with ACECQA in May or later in the calendar year will be entitled to the pro rata equivalent of 3 TOIL days according to their commencement date for the remainder of the calendar year.
- (7) A Band 6 or above employee who is on leave of any type for 3 consecutive months or more of the calendar year will be entitled to the pro rata equivalent of TOIL days for the calendar year.
- (8) Where a Band 6 or above employee has taken their 3 day TOIL entitlement for the calendar year and separates from ACECQA before September in the calendar year, the employee may be required to work the pro rata TOIL days for the year before separation or the equivalent will be deducted from final payment to the employee.

Recognition of travel time

- (9) If an ACECQA employee in Bands 6 to 8 is required to travel for ACECQA, the travel time will be considered to be reasonable additional hours. Where an employee has consistently worked extensive additional hours, the additional TOIL provisions apply.

Substantially excess hours

- (10) Where the relevant manager/supervisor and Band 6 or above employee agree that the employee is required to work substantially in excess of ordinary hours, they should also discuss TOIL so that agreement on reasonable TOIL and its timing can be reached prior to the working of additional hours. Where the need to

work additional hours is urgent or unforeseen, the discussion should occur as soon as practicable after the event.

- (11) An employee must first take their entitlement under clauses (3) to (8) before taking additional TOIL agreed under clause (10). It is expected that an employee will be able to take agreed TOIL as soon as practicable after the hours are worked and not more than 3 months from the date of accrual.
- (12) ACECQA Band 6 and above employees will only be eligible to receive overtime payments in exceptional circumstances with the approval of the CEO.
- (13) TOIL cannot be cashed out.
- (14) Reasonable requests for TOIL in accordance with clauses (3) to (8) or (10) above will not be refused, except for operational reasons.

D.5 Use of taxis or parking after hours

- (1) Where an employee is directed to work before 7am or after 7pm, ACECQA will provide:
 - a. Cabcharge or reimbursement of a taxi fare for the journey between work and home of that employee, or
 - b. reimbursement for the cost of parking for the working day.
- (2) This section is subject to the prior approval of the CEO with the option involving the least cost to ACECQA being preferred while having regard to the safety of the employee.

D.6 Remote Working and Home Based Work

- (1) The nature of ACECQA's work lends itself to a range of working environments. In addition to the ACECQA office, workplaces may include work undertaken remotely, at other worksites or by employees in their home.
- (2) Employees are able to undertake home-based work on a voluntary basis in accordance with the arrangements determined under subsection (3) unless there is an operational reason why the arrangement cannot be accommodated or the CEO terminates or varies the arrangements in accordance with subsection (9).
- (3) The CEO will determine the arrangements applying to home-based work for all employees. In determining appropriate home-based work arrangements, the CEO will consider a range of matters including:
 - a. required business functions and services are delivered and operational needs are balanced with individual circumstances,
 - b. appropriate and effective communication and collaboration with colleagues and stakeholders including face to face communication,
 - c. service levels and standards are maintained or enhanced,
 - d. employees have opportunities for training and development,
 - e. privacy and information security considerations,
 - f. health and safety considerations,
 - g. adequate performance monitoring arrangements.

- (4) There may also be occasions where it is appropriate for an employee to work remotely on an ad hoc basis. In these circumstances, arrangements to work remotely are to be negotiated on a case-by-case basis between the employee and the manager.
- (5) An employee may also request a formal working from home arrangement for a fixed period of up to 12 months which may be extended. A formal working from home arrangement may include full time working from home arrangements. In considering a request, the CEO will have regard to the matters outlined in subsection (3).
- (6) ACECQA will provide employees with tools to support employees working from home or remotely, including guidance on working safely and guidance on supporting and engaging employees working remotely.
- (7) Employees working remotely must comply with ACECQA's requirements in relation to work health and safety and will be required to complete a remote working health and safety checklist.
- (8) Employees will be responsible for the cost of establishing a home-based work environment unless exceptional circumstances exist and ACECQA agrees to the cost.
- (9) Home-based or other remote work arrangements may be terminated or varied by the CEO on the basis of operational requirements, inefficiency of the arrangements, or failure of an employee to comply with the arrangements.
- (10) If the CEO intends to terminate or vary arrangements under subsection (9), employee/s will be given one month's notice of the proposed change or other notice period as agreed.

Part E Leave

E.0 Introduction

ACECQA provides access to paid and unpaid leave as outlined in the table below and this Part.

Leave Type	Summary of Entitlements
Annual leave Section E.1 Section E.2 Section E.3	<p>20 days paid leave per year, pro rata for part-time hours plus paid leave on working days between Boxing Day and New Year's Day.</p> <p>Additional annual leave can be purchased up to a cap of 2 weeks. Annual leave may be taken at half pay. The minimum absence of leave on half pay is 2 working days. ACECQA will decide on an individual case basis whether annual leave will be cashed out.</p>
Personal and carer's leave Section E.4	<p>18 days paid leave per year for full-time employees and for part-time employees, paid for the employee's ordinary hours of work in the period.</p>
Family and domestic violence leave Section E.5	<p>10 days paid leave per year for full-time employees and pro rata for part time employees as outlined in Section E.5</p>
Parental leave Section E.6	<p>Following 12 months of continuous service, parental leave of up to 12 months, of which 14 weeks will be paid if the employee is the primary caregiver and 4 weeks if the employee is the supporting partner.</p> <p>The above entitlement is also available to employees who adopt a child, foster a child or are granted guardianship or custody of a child under 16 years of age.</p>
Compassionate leave Section E.7	<p>3 days paid leave per occasion with CEO discretion to approve additional days.</p>
Long service leave Section E.8	<p>13 weeks paid leave after 10 years continuous service and pro rata thereafter.</p>
Cultural and ceremonial leave Section E.9	<p>An Aboriginal or Torres Strait Islander employee may be granted up to 3 days paid leave in a calendar year to participate in cultural or ceremonial events.</p> <p>An employee other than an Aboriginal or Torres Strait Islander employee may be granted up to 1 day paid leave in a calendar year for an activity or activities associated with their culture or ethnicity.</p>
Community service leave Section E.10	<p>Paid leave for community service activity such as jury service, voluntary emergency management service or other community service as defined by section 109 of the <i>Fair Work Act 2009</i>, less any payment made to the employee for their attendance.</p>

Leave Type	Summary of Entitlements
Defence service leave Section E.11	Paid ADF reserve leave for up to 4 weeks during each financial year for the purpose of fulfilling service in the ADF reserve, topped up to base salary above ADF Reserve pay entitlements.
Study leave Section F.4	Paid leave of up to a maximum of 4 hours per week and pro rata for part-time employees for approved programs of study.

E.1 Annual leave

- (1) Annual leave is underpinned by the NES and the following clauses.
- (2) ACECQA is committed to assisting its employees to have a reasonable work/life balance and acknowledges the value in having employees access their annual entitlements on a regular basis. Employees are encouraged to take their full annual leave entitlement each calendar year.
- (3) A full-time employee is entitled to 20 working days paid annual leave. Where an employee works part-time, the employee's annual leave entitlement will accrue on a pro rata basis. Annual leave will accrue progressively according to the ordinary hours of work and accumulates from year to year.
- (4) An employee may be granted annual leave at half pay. The minimum absence of leave on half pay is 2 working days. Payment of salary and allowances will be at half-pay rate for the period of leave.
- (5) Where an employee's annual leave accrual is approaching 40 days for a full-time employee or a pro rata amount for a part-time employee, the employee and the employee's manager should discuss and agree on a leave management plan to reduce the amount of accrued annual leave.
- (6) Employees who have accrued an annual leave credit of 40 days or more may be directed by ACECQA to take at least 10 days annual leave.
- (7) An employee may not be directed to take annual leave where the employee:
 - a. has made an application for annual leave of a period greater than 10 days for a full-time employee or a pro-rata amount for a part-time employee in the previous 6 month period and the application was not approved, or
 - b. is following a leave management plan to reduce the employee's amount of accrued leave, which has been agreed with their manager consistent with clause (5).

Cashing out

- (8) The CEO may approve requests to cash out up to 4 weeks of annual leave provided that:
 - a. the employee has taken at least 10 days annual leave at the same time or has taken a block of 10 days annual leave (pro-rata for part-time employees) in the preceding 12 months, and
 - b. the employee retains at least 4 weeks of annual leave after the cash out as required by the *Fair Work Act 2009*.

- (9) A written agreement will be entered into for the cashing out of the annual leave. Cashed out annual leave will be paid at the rate that would have been payable if the leave had been taken at the time of cashing out.

E.2 Christmas closedown

- (1) ACECQA will close from 12:30pm on the last working day before Christmas Day and resume on the first working day after New Year's Day.
- (2) Employees will be provided with time off for the working days between Christmas Day and New Year's Day (closedown days) and will be paid in accordance with their ordinary hours of work. If an employee is absent on leave without pay or at half pay on both sides of the closedown period, payment for the closedown days will be in accordance with the entitlement for that form of leave (e.g. if on leave at half pay, payment is at half pay; if on unpaid leave, no payment).
- (3) If an employee agrees to work on a closedown day (not including a public holiday), they will be entitled to time off in lieu for the hours worked to be taken at a time agreed between the employee and their manager.

E.3 Purchased leave

- (1) Employees may, with the approval of the CEO, participate in the purchased leave scheme. The scheme allows employees to access up to 2 weeks additional paid leave by reducing annual salary by a factor of up to 2/52 over a 12 month period.
- (2) Participation in the purchased leave scheme is intended to be planned taking into account operational requirements and personal circumstances. The timing and expected pattern of paid leave taken under the scheme is to be discussed and approved by the manager.
- (3) Employees who choose to participate in the purchased leave scheme may not take annual leave at half pay while participating in the scheme.
- (4) Participation in the purchased leave scheme is by a separate agreement in writing for each 12 month period between the employee and the CEO. The employee must take all leave purchased within the period of the agreement. Any remaining leave not taken at the end of the agreement will be paid to the employee as if the employee had taken the leave.
- (5) Purchased leave counts as service for all purposes including superannuation.

E.4 Personal and carer's leave

- (1) Personal and carer's leave is underpinned by the NES and the following clauses.
- (2) Personal and carer's leave gives employees access to paid personal and carer's leave to be used when they are absent:
 - a. due to personal illness or injury including attendance at medical appointments,
 - b. due to a member of the employee's immediate family or household requiring care or support related to an illness or injury,

- c. to provide care or support for a member of the staff member's immediate family or household who is affected by an unexpected emergency or special circumstance, or
 - d. as a result of special or exceptional circumstances.
- (3) Full-time employees are entitled to 18 paid days (or the part-time equivalent) personal and carer's leave annually. An employee's entitlement to paid personal and carer's leave accrues progressively during a year of service according to the employee's ordinary hours of work and accumulates from year to year.
- (4) Personal and carer's leave may be granted without pay where paid personal leave credits are exhausted. The CEO may also grant additional paid personal and carer's leave in special or exceptional circumstances where an employee has exhausted paid personal and carer's leave credits.
- (5) Personal and carer's leave will not be paid out on separation.
- (6) An employee is required to provide evidence to be entitled to paid personal and carer's leave where the employee is absent from work without evidence:
 - a. for a period in excess of 2 consecutive days,
 - b. for any absences in excess of 10 days (pro-rata for part-time employees) per calendar year, and/or
 - c. for any period on annual leave during which the employee seeks paid personal leave.
- (7) Evidence for the purposes of personal and carer's leave means:
 - a. a medical certificate from registered health practitioners and registered health providers,
 - b. if it was not reasonably practicable for the employee to obtain a medical certificate, a statutory declaration which identifies the category of leave specified in clause (2), and/or
 - c. with the prior agreement of the CEO, another form of evidence or no evidence.
- (8) If an employee has a personal illness or injury which requires ongoing treatment and/or may result in the employee taking personal leave for illness or injury on a regular or intermittent basis, and the CEO has received medical evidence confirming the ongoing condition, the CEO may approve future leave based on the initial medical evidence if that medical evidence supported the future absence.
- (9) ACECQA may also request evidence in other circumstances, for example where repeated and frequent single day or short-term absences occur; or the employee has a pattern of taking a particular day off (e.g. Mondays).

E.5 Family and domestic violence leave

- (1) ACECQA is committed to supporting employees affected by family and domestic violence. Employees are encouraged to discuss the avenues of support available with their manager or Human Resources.
- (2) Family and domestic violence leave is available to employees affected by family and domestic violence, or to provide support to a member of their family who is affected by family and domestic violence.

- (3) A full-time employee may take up to ten (10) days paid family and domestic violence leave per year, and pro rata for a part time employee, if:
 - (a) the employee is experiencing family and domestic violence; and
 - (b) the employee needs to do something to deal with the impact of the family and domestic violence; and
 - (c) it is impractical for the employee to do that thing outside the employee's ordinary hours of work.
- (4) Evidence for the purposes of leave to deal with family and domestic violence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.
- (5) Leave accrues progressively across the year with the total accrual to not exceed ten (10) days at any given time.
- (6) Leave may be accessed in advance of the entitlement to the leave accruing, by agreement between the employee and the CEO.
- (7) These provisions apply in addition to any entitlements available under the National Employment Standards.

E.6 Parental leave

- (1) Employees who are required to take time away from work for the birth or adoption of a child are entitled to 12 months of parental leave after completing 12 months of continuous service. At the beginning of parental leave:
 - a. if the employee is the primary caregiver, the employee is entitled to 14 weeks paid leave, or
 - b. if the employee is the supporting partner, the employee is entitled to 4 weeks paid leave.
- (2) Employees who adopt a child, and who have responsibility for the care of that child, are entitled to parental leave, where:
 - a. the child is under 16 years of age, and
 - b. the child is not (otherwise than because of the adoption) a child of the employee or the employee's spouse/partner, and
 - c. the child did not previously live with the employee for a period of six months or more as at the day of placement.
- (3) In addition, the provisions of clause (2) also apply to the placement of a child where:
 - a. the employee becomes the primary caregiver of a child through formal foster care or kinship care arrangements for a period of more than 12 months, or
 - b. the employee is granted custody and guardianship of a child as a result of a guardianship order (or equivalent permanent care order).
- (4) Following the end of the initial 12 month period, eligible employees are entitled to an extension of unpaid parental leave for a further period of up to 4 years, until the child reaches five years of age.

- (5) Paid parental leave counts as service for all purposes. For the avoidance of doubt, this includes paid parental leave granted in accordance with the provisions of clauses (1), (2) and (3). Unpaid parental leave will not count as service for any purpose, however will not result in a break in service.
- (6) Employees may take paid parental leave at half pay. For the avoidance of doubt, this includes parental leave of up to 28 weeks at half pay for primary caregivers and 8 weeks at half pay for supporting partners granted in accordance with the provisions of clauses (1), (2) and (3). When taken at half pay, only the full pay equivalent period will count as service for all purposes.
- (7) Employees applying for parental leave as a primary caregiver must submit their application no less than 10 weeks prior to the commencement date of the leave.
- (8) Documentary evidence must be submitted with an application for parental leave. Documentary evidence may include a birth certificate, medical certificate showing estimated date of delivery or evidence of approval for adoption or enduring parental responsibilities.
- (9) The CEO will make a decision on the continuation and duration of parental leave should an employee experience the loss of a pregnancy or child while on parental leave.

E.7 Compassionate leave

- (1) An employee is entitled to three (3) days of paid compassionate leave for each occasion when a member of the staff member's immediate family or household or someone they provide significant care or support for:
 - a. contracts or develops a personal illness or sustains a personal injury that poses a serious threat to his or her life, or
 - b. dies.
- (2) The CEO may approve additional paid compassionate leave on a case by case basis.

E.8 Long service leave

- (1) An employee is entitled to 13 weeks long service leave on ordinary pay after 10 years of continuous service. Thereafter, an employee is entitled to long service leave at the rate of 1.3 weeks for every year of continuous service.
- (2) An eligible employee may access, with approval from the CEO, long service leave for a minimum period of five (5) days at full pay or ten (10) days for leave at half pay. Long service leave cannot be broken with other periods of leave, except as otherwise provided by legislation. When taken at half pay, only the full pay equivalent period will count as service for all purposes.
- (3) Subject to the provisions of clauses (1) and (2), long service leave will be otherwise in accordance with the *Long Service Leave Act 1955 (NSW)*.

E.9 Cultural and ceremonial leave

- (1) ACECQA recognises the obligations placed on Aboriginal and Torres Strait Islander employees to participate in ceremonial activities and other cultural obligations. An Aboriginal or Torres Strait Islander employee may be granted up to three (3) days paid leave in a calendar year to participate in cultural or ceremonial events.
- (2) An employee other than an Aboriginal and Torres Strait Islander employee may be granted up to 1 day paid leave in a calendar year for an activity or activities associated with their culture or ethnicity, where:
 - a. the activity or activities cannot be undertaken outside business hours, and
 - b. the employee provides satisfactory evidence that the activity or activities are associated with their culture or ethnicity.

E.10 Community service leave

- (1) Employees are entitled to community service leave for the purposes of:
 - a. jury service,
 - b. voluntary emergency activity with a recognised emergency management authority, or
 - c. an eligible community service activity prescribed in accordance with section 109 [Meaning of eligible community service activity] of the *Fair Work Act 2009*.
- (2) Participation in voluntary emergency management activities include training, emergency responses, reasonable recovery time and ceremonial duties. The CEO may determine whether any or all of the leave taken to participate in voluntary emergency management activities will be with or without pay.
- (3) Employees on paid community service leave, other than casual employees, will be paid in accordance with their ordinary hours of work less any amount of payment the employee may be eligible to from attending.
- (4) Documentary evidence must be submitted to the CEO when applying for community service leave.

E.11 Defence service leave

- (1) Employees are entitled to defence service leave to enable them to fulfil Australian Defence Force (ADF) Reserve and Continuous Full Time Service (CFTS) or ADF Cadets obligations.
- (2) Employees are entitled to paid defence service leave up to 4 weeks during each financial year, and an additional 2 weeks in the first year of ADF Reserve Service for the purpose of fulfilling service in the ADF Reserve.
- (3) Defence service leave counts as service for all purposes with the exception of unpaid leave to undertake CFTS. Unpaid leave to undertake CFTS counts as service for all purposes except annual leave.
- (4) Employees on paid defence service leave, other than casual employees, will be paid in accordance with their ordinary hours of work less any amount of payment the employee may be eligible to from attending.

E.12 Miscellaneous leave

- (1) The CEO may approve leave with or without pay for a period of up to 12 months for circumstances not provided elsewhere in this Agreement for a purpose that the CEO considers to be in the interests of the employee and ACECQA and having regard to operational circumstances.
- (2) The CEO may decide to grant the leave for the period requested or for another period.
- (3) Paid miscellaneous leave will count as service for all purposes. Unpaid miscellaneous leave will not count as service for any purpose, however will not result in a break in service.
- (4) The CEO may require an employee requesting unpaid miscellaneous leave to use any existing annual leave entitlements prior to commencing unpaid leave.
- (5) Unless exceptional circumstances exist, employees must have completed at least 12 months of continuous service to request miscellaneous leave.
- (6) In making a decision on a request for miscellaneous leave, the CEO will consider the reasons for the request, operational considerations, and the employee's length of service and role, in addition to any other relevant matters. The CEO may ask for documentary evidence in support of the request.

E.13 Cancellation of leave

Where an employee's leave is cancelled by ACECQA and they are recalled to work, reasonable travel costs, travelling time, incidental costs and any other unavoidable costs arising will be reimbursed where they are not recoverable under insurance or from another source. All unused leave will be re-credited.

E.14 Unauthorised absences

- (1) Where an employee is absent from work without approval, all pay and other benefits under this Agreement cease to be available until the employee resumes duty or is granted leave.
- (2) Where an employee is absent from work without approval for three (3) consecutive working days, action on the grounds of non-performance of duties (abandonment of employment) may commence which may result in the employee's employment being terminated.

E.15 Public Holidays

- (1) An employee is entitled to public holidays in accordance with section 115 of the *Fair Work Act 2009* and as gazetted in New South Wales.
- (2) With the agreement of the CEO, an employee may request to substitute the Australia Day public holiday with another day in lieu. The day in lieu will be taken on a single time basis and no overtime will apply for employees who work on a public holiday.

Part F Performance and development

F.1 Performance review

- (1) ACECQA is committed to a culture of high performance with a focus on quality, standards and continuous improvement through performance management.
- (2) A performance plan will be developed for all employees, except employees engaged for a period of less than three (3) continuous months.
- (3) An employee's performance plan must include measurable performance objectives which are aligned with ACECQA's strategic and operational business planning activities and behavioural expectations as agreed between the employee and manager.
- (4) An annual review of each employee's performance will occur. Performance will be assessed against performance objectives and behaviours expected in the role. An overall rating will be determined on a 4 point rating scale as outlined below:
 - Far exceeds expectations
 - Consistently above expectations
 - Meeting expectations
 - Not meeting expectations

F.2 Managing underperformance

- (1) Underperformance is identified when a manager makes an assessment that an employee's performance is not meeting expectations or is unsatisfactory.
- (2) Where underperformance is identified, ACECQA will work with the employee to improve performance to the standard required.
- (3) Underperformance will be managed in accordance with ACECQA's policies and procedures following the principles of natural justice and procedural fairness.
- (4) If performance has not improved following a period of working to improve performance, ACECQA may:
 - a. issue a final warning,
 - b. terminate employment due to unsatisfactory performance, or
 - c. reassign the employee to alternative duties at their classification where the CEO is satisfied that the alternative role is appropriate.

F.3 Learning and development

- (1) ACECQA is committed to assisting staff to develop their capabilities in performing their role within the organisation and to promote improved performance in support of ACECQA's goals and priorities.
- (2) Learning and development includes specific training required and provided by ACECQA such as workplace health and safety training, informal learning and development such as ad hoc professional development seminars delivered internally, formal training and professional development short courses and approved programs or courses of study resulting in a qualification.
- (3) The entitlements under this Part for approved programs or courses of study do not limit an employee's eligibility for other essential learning and development activities including short training courses and seminars.

F.4 Study assistance

Financial assistance

- (1) Employees undertaking an approved study program or course may be eligible for reimbursement of pre-approved study costs upon successful completion of all units of study up to a maximum of \$3,000 per calendar year.
- (2) Where an employee is reimbursed for pre-approved study costs and the employee is dismissed for misconduct, the CEO may determine that the employee repay all or a proportion of the financial assistance provided by ACECQA within the last 12 months. Any outstanding repayment for pre-approved study costs may be deducted from the employee's separation payment.

Study leave

- (3) Employees undertaking an approved study program or course may be eligible for paid or unpaid leave. Eligible employees may request up to a maximum of 4 hours per week of paid leave during a period of study.
- (4) In making a decision on a request for study leave, the CEO must consider:
 - a. operational considerations including the impact on the delivery of business objectives, the impact on other staff and available resources,
 - b. the relevance of the learning and development program to the employee's role and the business needs of ACECQA,
 - c. the benefit of the learning and development program to the employee and ACECQA,
 - d. the employee's overall learning and development needs,
 - e. the employee's length of service and performance, and
 - f. any other consideration relevant on a case by case basis.

F.5 Professional costs

ACECQA may reimburse an employee up to a maximum of \$1,000 each calendar year for professional memberships, accreditation or registrations which are required for the performance of the employee's duties or which provide a direct benefit to ACECQA.

Part G Separating from ACECQA

G.1 Termination at ACECQA's initiative

- (1) ACECQA will provide an ongoing or fixed-term employee with not less than 4 weeks' written notice unless:
 - a. the employee is subject to a probationary period, in which case the written notice period is outlined in **Section B.4 (Probation)**, or
 - b. the employee is over 45 years of age and has completed at least five (5) years of continuous service, in which case the written notice period is five (5) weeks or any other period required by the NES.
- (2) ACECQA may agree to pay out an employee's notice period at its discretion.

G.2 Termination at the employee's initiative

An employee should provide ACECQA with not less than four (4) weeks written notice of the employee's intention to resign other than during the probationary period. ACECQA may agree to a shorter period of notice.

G.3 Employee conduct

- (1) ACECQA has a Code of Conduct which requires the highest standards of honesty, integrity, respect and fairness in all business conduct.
- (2) In accordance with the Code of Conduct, ACECQA employees must:
 - a. behave honestly and with integrity and in a way that upholds ACECQA's values and the good reputation of ACECQA,
 - b. act with care and diligence in the course of their employment,
 - c. treat everyone with respect and courtesy and without harassment,
 - d. comply with all applicable Australian laws,
 - e. comply with any lawful and reasonable direction given by a member of ACECQA's staff who has authority to give the direction,
 - f. maintain appropriate confidentiality,
 - g. take reasonable steps to avoid any conflict of interest (real or apparent) in connection with their ACECQA employment and disclose details of any material personal interest of the employee in connection with their ACECQA employment,
 - h. use ACECQA's resources in a proper manner and for a proper purpose,
 - i. not provide false or misleading information in connection with their ACECQA employment,

- j. not improperly use ACECQA information or the employee's duties, status, power or authority to gain, or seek to gain, a benefit or an advantage for the employee or for any other person, or to cause or seek to cause detriment to ACECQA or any other person, and
- k. comply with any other conduct requirement that is prescribed by ACECQA's policies.

Breaches of the Code of Conduct

- (3) ACECQA may investigate any alleged breach of the Code of Conduct internally or with external assistance.
- (4) Any investigation of an alleged breach of the Code of Conduct will be conducted in accordance with the principles of procedural fairness and natural justice.
- (5) During an investigation, an employee may be suspended with or without pay.
- (6) The CEO may impose the following sanctions on an employee who is found to have breached the Code of Conduct:
 - a. counsel the employee,
 - b. issue a verbal or written warning and place a record on the employee's file, and/or
 - c. terminate the employee's employment.
- (7) The dispute resolution clauses at **Part J (Dispute resolution)** may apply to an employee who is dissatisfied with a decision taken by ACECQA under clause (6) with the exception of termination of employment.
- (8) Nothing in this Agreement prevents ACECQA from terminating the employment of an employee for serious misconduct, without further notice or payment in lieu, in accordance with section 123(1)(b) of the *Fair Work Act 2009*.

G.4 Right of review for termination

To avoid doubt, this Agreement does not provide the employee with any rights or remedies in relation to the termination of, or a decision to terminate, their employment. Termination of employment, or a decision to terminate employment, cannot be reviewed under the dispute resolution procedure contained in this Agreement.

G.5 Redundancy

- (1) This section applies to all full time and part time employees covered by this Agreement excluding:
 - a. an employee subject to a probationary period,
 - b. an employee on a non-ongoing contract, or
 - c. a casual employee.
- (2) Consistent with the consultation provisions in this Agreement, ACECQA will consult with employees during workplace change which will include notification of whether redundancy is likely and the process to identify affected employees.

- (3) ACECQA will as far as possible avoid involuntary redundancies and will throughout the process take all reasonable steps to transfer an employee identified for redundancy to a suitable vacancy at an equal classification within ACECQA.
- (4) An employee may be identified for redundancy if ACECQA no longer requires the job to be done by anyone, including in one or more of the following circumstances:
 - a. there is a greater number of employees at their classification than is necessary for the efficient and economical operation of ACECQA,
 - b. the position is not required because of changes in the operational requirements of ACECQA,
 - c. the services of any employee cannot be effectively used because of technological, structural or other organisational change, and/or
 - d. the duties usually performed by the employee are to be performed in a different locality and the employee is not willing to perform the duties at the other location.
- (5) Where redundancy is identified, ACECQA will:
 - a. advise in writing the employee(s) directly affected of the situation, the reasons and scope,
 - b. discuss the redundancy and reassignment processes with affected employees, and
 - c. hold discussions with the employee(s).
- (6) ACECQA may offer the affected employee(s) voluntary redundancy.

Voluntary redundancy

- (7) The discussion and consultation period is one (1) month commencing from the date that ACECQA makes an employee a formal offer of voluntary redundancy. The employee has one (1) month in which to consider the offer of voluntary redundancy.
- (8) If the employee accepts an offer of voluntary redundancy, ACECQA will give notice of termination. The period of notice will be four (4) weeks, or five (5) weeks for an employee over 45 years of age with at least five (5) years continuous service at the time of the offer. Where an employee elects to terminate their employment before the expiration of the notice period, payment in lieu for the unexpired portion of the notice period will be made.

Involuntary redundancy

- (9) If an employee does not accept an offer of voluntary redundancy and redeployment at ACECQA is not possible, or where an offer of voluntary redundancy has not been made, the employee's employment may be terminated. The provisions of Division 11, Part 2-2 [Notice of termination and redundancy pay] and section 389 [Meaning of genuine redundancy] of the *Fair Work Act 2009* apply to the redundancy.

Redundancy entitlements

- (10) An employee is entitled to the following redundancy pay, subject to any minimum amount the employee is entitled to under the NES:
- a. two (2) weeks for each completed continuous year of service, and
 - b. a pro rata payment for completed continuous months of service since the last completed year of service.
- (11) The minimum amount of redundancy pay is an amount equal to four (4) weeks' salary and the maximum amount payable is an amount equal to 48 weeks' salary.
- (12) Redundancy pay is calculated on a pro rata basis for any period of service when the employee worked part-time, subject to any minimum amount the employee is entitled to under the NES.

Part H Individual flexibility

- (1) ACECQA 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 one or more of the following matters:
 - i. arrangements about when work is performed,
 - ii. overtime rates,
 - iii. penalty rates,
 - iv. remuneration,
 - v. leave, and
 - b. the arrangement meets the genuine needs of ACECQA and the employee in relation to one or more of the matters in paragraph a., and
 - c. the arrangement is genuinely agreed to by ACECQA and the employee.
- (2) ACECQA must ensure that the terms of the individual flexibility arrangement:
 - a. are about permitted matters under section 172 of the *Fair Work Act 2009*,
 - 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.
- (3) ACECQA must ensure that the individual flexibility arrangement:
 - a. is in writing,
 - b. includes the name of the employer and employee,
 - c. is signed by the CEO and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee,
 - d. includes details of:
 - i. the terms of the enterprise Agreement that will be varied by the arrangement,
 - ii. how the arrangement will vary the effect of the terms,
 - 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.

- (4) ACECQA must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (5) ACECQA or the employee may terminate the individual flexibility arrangement:
 - a. by giving no more than 28 days written notice to the other party to the arrangement, or
 - b. if the CEO and employee agree in writing at any time.

Part I Consultation

I.0 Introduction

- (1) Consultation includes the sharing of information and providing a genuine opportunity for employees to put their views to the appropriate decision-maker and for those views to be properly considered as part of the decision-making process.
- (2) If ACECQA:
 - a. proposes to make a decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees, or
 - b. proposes to introduce a change to the regular roster or ordinary hours of work of employees,ACECQA will engage in consultation in accordance with this Part.
- (3) In this Part **relevant employees** means the employees who may be affected by a change referred to in clause (2).

I.1 Major change consultation

- (1) For a major change referred to in paragraph a. of clause (2) of Section I.0:
 - a. ACECQA must notify the relevant employees of the proposed decision to introduce the major change, and
 - b. this section applies.
- (2) The relevant employees may appoint a representative for the purposes of the procedures in this Part.
- (3) If:
 - a. a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation, and
 - b. the employee or employees advise ACECQA of the identity of the representative,ACECQA must recognise the representative.
- (4) As soon as practicable after proposing to make a decision, ACECQA must:
 - a. discuss with the relevant employees:
 - i. the introduction of the change,
 - ii. the effect the change is likely to have on the employees,
 - iii. measures ACECQA 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,
 - ii. information about the expected effects of the change on the employees, and
 - iii. any other matters likely to affect the employees.
- (5) However, ACECQA is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (6) ACECQA must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (7) If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of ACECQA, the requirements set out in clause (1)(a) and clauses (2) and (4) are taken not to apply.
- (8) 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,
 - b. major change to the composition, operation or size of ACECQA's workforce or to the skills required of employees,
 - c. the elimination or diminution of job opportunities (including opportunities for promotion or tenure),
 - d. the alteration of hours of work,
 - e. the need to retrain employees,
 - f. the need to relocate employees to another workplace, or
 - g. the restructuring of jobs.

I.2 Change to regular roster or ordinary hours of work

- (1) For a change referred to paragraph b. of clause (2) of Section I.0:
 - a. ACECQA must notify the relevant employees of the proposed change, and
 - b. this section applies.
- (2) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (3) If:
 - a. a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation, and
 - b. the employee or employees advise ACECQA of the identity of the representative,ACECQA must recognise the representative.

- (4) As soon as practicable after proposing to introduce the change, ACECQA must:
 - a. discuss with the relevant employees the introduction of the change,
 - b. for the purposes of the discussion—provide to the relevant employees:
 - i. all relevant information about the change, including the nature of the change,
 - ii. information about what ACECQA reasonably believes will be the effects of the change on the employees,
 - iii. information about any other matters that ACECQA reasonably believes are likely to affect the employees, and
 - c. invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (5) However, ACECQA is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (6) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.

I.3 Staff Consultative Committee

- (1) ACECQA and its employees are committed to working collaboratively to promote a productive and cohesive workplace. In order to provide a forum to discuss issues affecting ACECQA's workplace, an ACECQA Staff Consultative Committee will meet twice per calendar year and more frequently if required in accordance with the Committee's terms of reference.
- (2) The Staff Consultative Committee terms of reference outline the composition of the Committee, the role and terms of reference of the Committee and the frequency of meetings.

Part J Dispute resolution

J.0 Introduction

- (1) If a dispute relates to a matter arising under this Agreement, or the NES, or whether ACECQA had reasonable business grounds to refuse a request for flexible working arrangements (s.65(5) of the *Fair Work Act 2009*), the dispute will be settled in accordance with this Part.
- (2) An employee(s) who is/are a party to the dispute may appoint a representative for the purposes of the procedures in this Part.

J.1 Internal dispute resolution

- (1) 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.
- (2) An internal dispute resolution process must be followed to try to resolve the dispute in the below order unless there are reasonable grounds for these steps not to be followed:
 - a. A party to the dispute should raise the matter in dispute with his or her immediate supervisor and seek to resolve the matter.
 - b. If the matter is not resolved at paragraph a. above, the party to the dispute should refer the matter to the supervisor's line manager who should seek to resolve the matter.
 - c. If the matter is not resolved at paragraph b. above, the party to the dispute should refer the matter to the Human Resources Senior Manager or CEO to resolve the matter.
 - d. If the matter is not resolved at paragraph c. above, the matter will be referred to the CEO who will make the final decision on the matter in dispute.
- (3) The internal dispute resolution procedures must be completed in a timely manner having regard to the complexity of the matter in dispute and the need for adequate consideration of an appropriate resolution.

J.2 External dispute resolution

- (1) If the internal dispute resolution process above does not resolve the dispute, a party to the dispute may refer the matter to FWC.
- (2) The FWC may deal with the dispute in 2 stages:
 - a. the FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation, and
 - b. if the FWC is unable to resolve the dispute at the first stage, the FWC may then:
 - i. arbitrate the dispute, and
 - ii. make a determination that is binding on the parties.
- (3) 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 in accordance with established custom and practice at ACECQA as existed prior to the dispute arising, 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 ACECQA to perform other available work at the same workplace, or at another workplace, unless:
 - i. the work is not safe,
 - ii. applicable occupational health and safety legislation would not permit the work to be performed,
 - 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.
- (4) The parties to the dispute agree to be bound by a decision made by FWC in accordance with this term.

Schedule 1 Classifications and salary points

Band	Point	ACECQA Salary Scale		
		2022-23	2023-24	2024-25
		2.70%	2.60%	2.60%
Band 1	1	60,833	62,415	64,038
	2	61,442	63,039	64,678
	3	62,048	63,661	65,316
	4	62,671	64,300	65,972
	5	63,289	64,935	66,623
	6	63,924	65,586	67,291
	7	64,557	66,235	67,957
	8	65,201	66,896	68,635
	9	65,844	67,556	69,312
Band 2	1	66,505	68,234	70,008
	2	67,164	68,910	70,702
	3	67,835	69,599	71,409
	4	68,506	70,287	72,114
	5	69,191	70,990	72,836
	6	69,877	71,694	73,558
	7	70,575	72,410	74,293
	8	71,275	73,128	75,029
	9	71,987	73,859	75,779
	10	72,700	74,590	76,529
Band 3	1	73,426	75,335	77,294
	2	74,155	76,083	78,061
	3	74,896	76,843	78,841
	4	75,638	77,605	79,623
	5	76,395	78,381	80,419
	6	77,150	79,156	81,214
	7	77,923	79,949	82,028
	8	78,693	80,739	82,838
	9	79,480	81,546	83,666
	10	80,266	82,353	84,494
Band 4	1	81,626	83,748	85,925
	2	82,442	84,585	86,784
	3	83,260	85,425	87,646
	4	84,093	86,279	88,522
	5	84,925	87,133	89,398
	6	85,774	88,004	90,292
	7	86,622	88,874	91,185
	8	87,489	89,764	92,098

	9	88,355	90,652	93,009
	10	89,239	91,559	93,940
	11	90,123	92,466	94,870
	12	91,025	93,392	95,820
	13	91,924	94,314	96,766
	14	92,845	95,259	97,736
	15	93,763	96,201	98,702
Band 5	1	91,924	94,314	96,766
	2	92,845	95,259	97,736
	3	93,763	96,201	98,702
	4	94,702	97,164	99,690
	5	95,638	98,125	100,676
	6	96,594	99,105	101,682
	7	97,551	100,087	102,689
	8	98,526	101,088	103,716
	9	99,502	102,089	104,743
	10	100,498	103,111	105,792
	11	101,493	104,132	106,839
	12	102,508	105,173	107,907
	13	103,524	106,216	108,978
	14	104,558	107,277	110,066
	15	105,592	108,337	111,154
	16	106,648	109,421	112,266
	17	107,705	110,505	113,378
	18	108,773	111,601	114,503
	19	109,837	112,693	115,623
	20	110,925	113,809	116,768
	21	112,012	114,924	117,912
	22	113,131	116,072	119,090
	23	114,263	117,234	120,282
	24	115,404	118,405	121,484
Band 6	1	112,644	115,573	118,578
	2	113,772	116,730	119,765
	3	114,899	117,886	120,951
	4	116,047	119,064	122,160
	5	117,195	120,242	123,368
	6	118,368	121,446	124,604
	7	119,540	122,648	125,837
	8	120,735	123,874	127,095
	9	121,930	125,100	128,353
	10	123,150	126,352	129,637
	11	124,370	127,604	130,922
	12	125,612	128,878	132,229

	13	126,858	130,156	133,540
	14	128,125	131,456	134,874
	15	129,393	132,757	136,209
	16	130,686	134,084	137,570
	17	131,981	135,413	138,934
	18	133,302	136,768	140,324
Band 7	1	130,686	134,084	137,570
	2	131,981	135,413	138,934
	3	133,302	136,768	140,324
	4	134,622	138,122	141,713
	5	135,968	139,503	143,130
	6	137,313	140,883	144,546
	7	138,686	142,292	145,992
	8	140,059	143,701	147,437
	9	141,460	145,138	148,912
	10	142,861	146,575	150,386
	11	144,290	148,042	151,891
	12	145,718	149,507	153,394
	13	147,176	151,003	154,929
	14	148,634	152,498	156,463
	15	150,050	153,951	157,954
	16	151,549	155,489	159,532
	17	153,051	157,030	161,113
Band 8	1	150,050	153,951	157,954
	2	151,549	155,489	159,532
	3	153,051	157,030	161,113
	4	154,581	158,600	162,724
	5	156,112	160,171	164,335
	6	157,671	161,770	165,976
	7	159,234	163,374	167,622
	8	160,826	165,007	169,297
	9	162,419	166,642	170,975
	10	164,045	168,310	172,686
	11	165,666	169,973	174,392
	12	167,323	171,673	176,136
	13	168,979	173,372	177,880
	14	170,671	175,108	179,661
	15	172,359	176,840	181,438
	16	174,085	178,611	183,255
	17	175,807	180,378	185,068
	18	177,564	182,181	186,918
	19	179,322	183,984	188,768
	20	181,116	185,825	190,656

Schedule 2 Work level standards

Factor Descriptors

Knowledge, Skills & Experience

This factor describes the kind or nature of knowledge and skills needed. It also describes how the knowledge and skills are used in doing the work.

Scope, Impact & Influence

This factor describes the purpose of the work and the impact that the work has on the workplace.

Stakeholder Management & Relationships

This factor describes the people and the conditions and settings under which the role will deal with others both inside and outside of the organisation. It also describes the purpose for interaction with others.

Independence, Judgement & Complexity

This factor describes a number of elements, including:

- *Supervisory controls* such as how the work is assigned, the employee's responsibility for carrying out the work and how the work is reviewed.
- *Guidance* such as the nature of guidelines available for performing the work and what judgement is necessary to apply the guidelines or develop new guidelines.
- *Complexity* such as the nature of the work, the difficulty in identifying what needs to be done and the difficulty and originality involved in performing the work.

Leadership & Management

This factor describes a number of elements, including:

- The general complexity, breadth, and impact of the areas managed.
- The role relative to higher levels of management and the authorities exercised on a regular basis.
- The difficulty and complexity of the work most typical of the areas managed for which the role has responsibility.

ACECQA Band 1

Knowledge, Skills and Experience

- Knowledge of basic work methods and/or basic skills that require training or experience typically equivalent to AQF Level 2.

Scope, Impact & Influence

- Work involves undertaking specific and routine tasks.
- Facilitates the timely provision of routine services to others; however, has little impact beyond the immediate work area.
- Obtains, clarifies and gives facts or basic information.

Stakeholder Management & Relationships

- Supports relationships with stakeholders by liaising with them on routine matters/tasks.
- Liaises with other teams to arrange basic requirements of routine work activities.

Independence, Judgement & Complexity

- Work is subject to clear, detailed, and specific instructions.
- Tasks are related and require little or no discretion with deviations from instructions referred to higher levels.
- Work is closely controlled and reviewed.

Leadership & Management

- Roles at this level do not have supervisory or management responsibilities.

Band 1 – Typical Activities

Administration

- Provides general administrative support.
- Maintains office equipment, stores and supplies.
- Gathers basic information and uses databases for basic data entry and retrieval.
- Receives, dispatches and records correspondence, documents and files.

Customer Service

- Responds to requests for straightforward, routine information from customers using pro-forma responses and agreed formats.
 - Contacts customers to discuss straightforward issues such as change of contact details and basic payment matters.
-

ACECQA Band 2

Knowledge, Skills and Experience

- Knowledge of work methods and/or skills that require training or experience typically equivalent to AQF Level 3.

Scope, Impact & Influence

- Work involves undertaking specific, routine tasks that includes a limited variety of tasks or procedures within a specific function.
- Facilitates the timely provision of routine services to others; however, has little impact beyond the immediate work area.
- Responds to routine enquiries, obtains and provides information on straightforward matters.

Stakeholder Management & Relationships

- Supports relationships with stakeholders by liaising with them to respond to routine enquiries, obtain and provide information on straightforward matters and refer complex enquiries to higher levels.
- Provides high quality service to internal and external contacts.

Independence, Judgement & Complexity

- Recurring tasks are carried out independently without specific instruction, but deviations, problems and unfamiliar situations are referred to higher levels.
- Work tasks involve related steps, processes, or methods.
- Makes decisions involving a limited range of situations that have a low impact on the immediate work area.
- New, difficult, or unusual work tasks are accompanied by additional, specific instructions.
- Work is reviewed for accuracy and compliance.

Leadership & Management

- Roles at this level do not have supervisory or management responsibilities.

Band 2 – Typical Activities

Administration

- Provides administrative support to contribute to the operations of the work area requiring the collaboration and participation of others.

Customer Service

- Responds to requests for information on basic and routine procedures, guidelines and policy from customers.
 - Requests routine information from customers.
-

ACECQA Band 3

Knowledge, Skills and Experience

- Knowledge of a variety of work methods and/or skills that require training or experience typically equivalent to AQF Level 4.

Scope, Impact & Influence

- Work involves undertaking straightforward tasks that includes a variety of processes or procedures within a specific function.
- Provides routine advice to others using well-established policy and practices as a guide.
- Responds to routine enquiries, obtains and provides information on straightforward matters.
- Obtains the cooperation of others to resolve problems to comply with defined requirements.

Stakeholder Management & Relationships

- Cultivates relationships with stakeholders by liaising with them on administrative and operational matters.
- Applies standard procedures to meet stakeholder requirements, offers assistance to solve stakeholder problems and seeks assistance as appropriate.
- Provides high quality service to internal and external contacts.

Independence, Judgement & Complexity

- Tasks are carried out independently with a degree of guidance and monitoring from higher levels.
- Works under general supervision and direction, exercising some autonomy regarding how work tasks are performed.
- Makes decisions within defined parameters and follows established procedures and protocols.
- Work is reviewed for accuracy and compliance.

Leadership & Management

- Roles at this level do not have supervisory or management responsibilities but may provide support in task allocation and organisation, monitoring quality of work, on the job training and providing advice and guidance on procedural matters.

Band 3 – Typical Activities

- | | |
|-------------------------|---|
| <i>Administration</i> | <ul style="list-style-type: none"> • Provides administrative support including responsibility for accounts, travel and diary management and some routine secretariat duties. |
| <i>Customer Service</i> | <ul style="list-style-type: none"> • Resolves customer enquiries, provides information and options, and refers customers to the appropriate government or community service. |
-

ACECQA Band 4

Knowledge, Skills and Experience

- Knowledge of basic principles, concepts, and methodology of a professional field and/or public administration typically equivalent to AQF Level 5, 6 or 7.
- Skills and expertise in applying this knowledge to carry out moderately complex duties.

Scope, Impact & Influence

- Work involves undertaking allocated tasks within a specific function or project.
- Provides sound advice and recommendations which influence decisions made by others and affects the accuracy, reliability, or acceptability of further processes or services.
- Resolves moderately complex enquiries and maintains stakeholder relationships within defined parameters.
- Plans, coordinates, advises on work activities, and resolves problems by influencing or motivating cooperative individuals or groups toward mutual goals.

Stakeholder Management & Relationships

- Builds rapport and maintains stakeholder relationships by liaising with them on moderately complex enquiries providing information and advice as a representative of the work area.
- Represents the work area at internal and external meetings and conferences.

Independence, Judgement & Complexity

- Works under limited supervision usually related to work of moderate complexity or difficulty, exercising some autonomy.
- Work involves duties with different and unrelated processes and methods completed within defined parameters.
- Applies judgement, knowledge and limited discretion in interpreting and applying legislation, instructions, guidelines and procedures.
- Makes decisions within defined parameters referring unusual situations that do not have clear precedents to higher levels.
- Work is reviewed for appropriateness and compliance.

Leadership & Management

- Roles at this level do not have supervisory or management responsibilities but may provide support in monitoring work practices, setting priorities within the work area, and developing local procedures.

Band 4 – Typical Activities

<i>Administration</i>	<ul style="list-style-type: none"> • Assists in the conduct of programs or projects, coordinates resources and documents procedures.
<i>Customer Service</i>	<ul style="list-style-type: none"> • Assists in the conduct of programs or projects, coordinates resources and documents procedures.
<i>Professional</i>	<ul style="list-style-type: none"> • Provides advice on procedures and requirements; and/or administers relevant records and documentation according to their requirements.
<i>Technical</i>	<ul style="list-style-type: none"> • Provides assistance in the use of technology, equipment and tools and prepares technical reports. Provides assistance in the use and maintenance of technology, tools and equipment.

ACECQA Band 5

Knowledge, Skills and Experience

- Knowledge of principles, concepts, and methodology of a professional field and/or public administration typically equivalent to AQF Level 6, 7 or 8.
- Skills and expertise in applying this knowledge to carry out difficult and complex duties.

Scope, Impact & Influence

- Work involves a variety of conventional problems, questions or situations within area of expertise.
- Provides professional advice and technical expertise that contributes to organisational outcomes.
- Decisions may have a minor effect outside of the immediate work area.
- Liaises with internal and external stakeholders on a range of issues within area of expertise.
- Plans, coordinates, advises on work activities, and resolves problems by influencing or motivating cooperative individuals or groups toward mutual goals.

Stakeholder Management & Relationships

- Develops and maintains internal and external stakeholder relationships by liaising with them on policy, project or operational issues and responding to their needs and expectations.
- Supports internal and external stakeholder networks.
- Represents the work area and the organisation at meetings, conferences and seminars.

Independence, Judgement & Complexity

- Works independently or under limited guidance with overall objectives and available resources defined by higher levels.
- Work involves varied duties that require many different and unrelated processes and methods.
- Projects and work are planned in consultation with higher levels.
- Exercises judgement to make decisions governed by the application of rules, regulations, best practice principles or operating instructions and procedures, with the support of higher levels.
- Makes decisions within defined parameters that may set new precedents based on sound subject matter knowledge and professional judgement.
- Work is reviewed for effectiveness in meeting requirements or expected results.

Leadership & Management

- May have a supervisory role and coordinate the workflow and outcomes of a small team performing related tasks.

Band 5 – Typical Activities

Professional / Technical

- Provides specialised services and advice to internal and external stakeholders.
- Addresses unusual and sometimes complex operational matters by analysing and implementing alternatives.
- Uses specialist equipment and/or systems, conducts diagnostic assessments and initiates rectification, as required.

Supervision

- Supervises a team, instructs employees and reviews and/or certifies work or the quality of information/service provided.
 - Assists in the management of a functional unit.
-

ACECQA Band 6

Knowledge, Skills and Experience

- Knowledge of a wide range of concepts, principles, and practices of a professional field and/or public administration typically equivalent to AQF Level 6, 7 or 8.
- Skills and expertise in applying this knowledge to carry out difficult and complex duties.

Scope, Impact & Influence

- Work involves establishing criteria, formulating projects, assessing program effectiveness, or investigating or analysing a variety of unusual conditions, problems or questions.
- Provides expertise and technical knowledge across a range of functions or service areas for the organisation.
- Decisions have a medium to high level of impact on the immediate work area.
- Manages complex relationships with internal and external stakeholders.
- Develops data, estimates, statistics, suggestions, and other information useful to higher levels in determining organisational goals and objectives.

Stakeholder Management & Relationships

- Manages the relationships with stakeholders to achieve the work area and organisational goals.
- Develops and supports complex relationships with internal and external stakeholders by anticipating and responding to stakeholder needs and expectations.
- Maintains internal and external stakeholder networks.
- Represents the organisation by promoting its interests at community and inter-jurisdictional levels.

Independence, Judgement & Complexity

- Works under broad direction.
- Work includes varied duties requiring many different and unrelated processes and methods applied to a broad range of activities or substantial depth of analysis.
- Independently plans, designs and carries out programs, projects, or other work.
- Makes decisions under limited guidance on tasks and assignments with considerable complexity and sensitivity.
- Develops new work methods and proposes new policies.
- Work is reviewed for fulfilment of objectives, effect of advice and influence on the overall program, or contribution to strategy.

Leadership & Management

- May manage a team performing related roles.
- Plans, schedules and directs work over an annual or shorter planning horizon.
- Ensures quality outcomes including the development of expertise.
- Improves work methods and procedures.
- Assists in strategic planning, program and project management and/or policy development for the function or service area.

Band 6 – Typical Activities

Professional / Technical

- Applies organisational, professional or technical expertise to a diverse range of activities.
- Provides specialised advice to internal and external stakeholders, including senior management.

Management

- Plans, develops and manages the delivery of operational programs and projects.
 - Manages teams and processes, reviews work, including instructing lower levels and contractors and reviewing quality of work.
-

ACECQA Band 7

Knowledge, Skills and Experience

- Significant knowledge of a professional field and/or public administration typically equivalent to AQF Level 7 or 8.
- Expertise in order to make decisions or recommendations changing, interpreting, or developing policies and programs.

Scope, Impact & Influence

- Work involves isolating and defining unknown problems, resolving critical problems, or developing new methods of work.
- Provides expert advice on complex problems and issues for internal and external stakeholders.
- Decisions have a high level of impact on the function or service area and the potential to impact more broadly on the organisation's operations and externally.
- Manages a range of key strategic stakeholder relationships to promote the organisation, identify opportunities, achieve outcomes and facilitate cooperation.
- Recommends strategic directions for the function or service area considering wider organisational implications.

Stakeholder Management & Relationships

- Develops and manages a range of stakeholder relationships to promote the organisation's business objectives.
- Engages and collaborates with stakeholders to identify opportunities, achieve outcomes and facilitate cooperation. The role may also identify new stakeholders for future needs or directions.
- Manages stakeholders through change, resolving conflict and managing sensitivities.
- Establishes and maintains internal and external stakeholder networks.
- Represents and explains the views of the organisation at inter-jurisdictional meetings and other forums, particularly in the context of more complex issues.

Independence, Judgement & Complexity

- Works under broad direction.
- Work includes varied duties requiring many different and unrelated processes and methods applied to a broad range of activities or substantial depth of analysis.
- Independently plans, designs and carries out programs, projects, or other work.
- Makes decisions based on professional judgement, evaluation of risk, and in the context of a complex and changing environment.
- Develops new work methods, proposes new policies, and manages change and ambiguity in the workplace.
- Work may be reviewed for fulfilment of objectives, effect of advice and influence on the overall function, or contribution to strategy.

Leadership & Management

- May manage a number of employees performing diverse tasks or manage a larger team where skill sets are similar and tasks are related.
- Plans, schedules and directs work over an annual planning horizon.
- Ensures quality outcomes including the maintenance of a high level of expertise.
- Improves work methods and procedures.
- Assists in strategic planning, program and project management and/or policy development for the function or service area.

Band 7 – Typical Activities

Professional / Technical

- Applies organisational, professional or technical expertise to a diverse range of activities.
- Provides expert and specialised advice to internal and external stakeholders, including senior management.

Management

- Plans, develops and manages the delivery of significant operational programs and projects.
 - Manages large teams and processes, reviews work, including instructing lower levels and contractors and reviewing quality of work.
-

ACECQA Band 8

Knowledge, Skills and Experience

- Extensive knowledge of a professional field and/or public administration typically equivalent to AQF Level 8 and 9.
- Expertise in order to make decisions or recommendations significantly changing, interpreting, or developing policies and programs.

Scope, Impact & Influence

- Work involves planning, developing, and carrying out functions and service areas that are essential to the organisation.
- Provides strategic advice, problem solving and issues management for internal and external stakeholders for complex and potentially controversial matters.
- Decisions have a significant impact on the day-to-day operation of the functions or service areas and other parts of the organisation.
- Manages a range of key strategic relationships with a broad range of stakeholders to advance the organisation's interests in cross-agency, inter-jurisdictional, and other forums.

Stakeholder Management & Relationships

- Develops and manages a broad range of stakeholder relationships to promote the organisation's business objectives and communicate the strategic direction and vision of the organisation.
- Engages and manages stakeholders through change, resolving conflict and managing sensitivities.
- Establishes and maintains key strategic internal and external stakeholder networks.
- Represents and negotiates on behalf of the organisation to advance the organisation's interests in inter-jurisdictional, peak, international and other forums, particularly in the context of more complex issues.

Independence, Judgement & Complexity

- Works under broad direction.
- Independently plans, designs and carries out programs, projects, or other work.
- Work consists of broad functions and service areas of a professional or operational field.
- Coordinates complex and sensitive projects or work activities that have strategic or operational significance.
- Makes decisions on largely undefined issues and elements and require extensive probing and analysis to determine the nature and scope of the problem.
- Recognised as an authority in the development and interpretation of legislation, policies, and procedures.
- Work may be reviewed for fulfilment of objectives, effect of advice and influence on the overall function, or contribution to strategy.

Leadership & Management

- Manages a function or service area with diverse skill sets and tasks or manages a larger team where skill sets are similar and tasks are related.
- Ensures quality outcomes including the maintenance of a high level of expertise.
- Develops and assures implementation of the goals and objectives for the function or service area.
- Determines goals and objectives, determines best approaches and solutions for resolving resourcing changes, and plans for long-range staffing needs.

Band 8 – Typical Activities

Management

- Manages and directs a functional unit with a diverse or complex set of functions and stakeholders, and/or significant resources.

Dictionary

ACECQA	Australian Children’s Education and Care Quality Authority
Bandwidth	is a 12 hour period from 7:00am to 7:00pm Monday to Friday, except on a public holiday
Carer	<p>A carer is an individual who provides personal care, support and assistance to another individual who needs it because that other individual:</p> <ul style="list-style-type: none"> a. has a disability, b. has a medical condition (including a terminal or chronic illness), c. has a mental illness, or d. is frail and aged
CEO	Chief Executive Officer, ACECQA
Child	in relation to a person includes an adopted child, a foster child, a step child (someone is a stepchild of the person if he/she would have been a stepchild except that the person is not legally married to the partner), an ex-nuptial child and a child of a person within the meaning of the <i>Family Law Act 1975</i>
Close relative	<p>of an employee, is a person who:</p> <ul style="list-style-type: none"> a. is a member of the employee’s immediate family or b. is related to the employee according to Aboriginal or Torres Strait Islander kinship rules.
CPSU	Community and Public Sector Union
FWC	Fair Work Commission
Family or Immediate Family	<p>of an employee means:</p> <ul style="list-style-type: none"> a. a spouse or partner (including a former spouse or partner) b. a child, parent, grandparent, grandchild or sibling of the employee c. a child, parent, grandparent, grandchild or sibling of the employee’s spouse or partner d. a person whom a parental or care order in the employee’s favour applies from a State, Territory or Commonwealth jurisdiction

	<ul style="list-style-type: none"> e. traditional kinship where there is a relationship or obligation, under the customs and traditions of the community or group to which the employee belongs, and f. includes a significant person if the CEO is satisfied that they are significant in the employee's life
Family and domestic violence	<p>is violent, threatening or other abusive behaviour by a close relative of an employee that:</p> <ul style="list-style-type: none"> a. seeks to coerce or control the employee; and b. causes the employee harm or to be fearful.
NES	National Employment Standards
Ordinary hours	means 152 hours over the 4 week settlement period for full-time employees, and the number of hours stated in the employee's part-time work agreement for part-time employees
Partner	means a person who, regardless of gender, is in a genuine domestic relationship, although not legally married to the employee
Settlement period	is the four (4) week period beginning on the Thursday after pay day for the purposes of determining flex debit/credit carryover
TOIL	Time off in lieu

**IN THE FAIR WORK
COMMISSION**

Fair Work Act 2009 (Cth) ("FW Act")

Matter number:

AG2022/3733

Employer:

Australian Children's Education and Care
Quality Authority (**Employer**)

Application:

Section 185 – Application for approval of a
single enterprise agreement, namely the
ACECQA Enterprise Agreement 2022-2025
(**Agreement**)

Authorised representative:


Angela Buchanan
Chief Operating Officer

Undertaking - Section 190

For and on behalf of the Employer I, Angela Buchanan:

1. declare that I have:
 - a. authority to give this undertaking on behalf of the Employer,
 - b. sought the views of all bargaining representatives for this undertaking pursuant to s 190(4) of the FW Act,
2. understand that each undertaking is to be taken to be a term of the Agreement,
3. acknowledge that with respect to Clause A.6 of the Agreement – Commencement and duration, the Agreement will commence 7 days following the approval of the Agreement pursuant to s.54(1)(a) of the Fair Work Act 2009 (Cth),
4. give the following undertaking with respect to the Agreement:
 - a. At the beginning of Clause A.7 of the Agreement – Relationship to other instruments, the following is to be included:

“This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.”

Date signed:	19 September 2022
For and on behalf of the Employer by: [In accordance with s.190(5) of the FW Act]	Angela Buchanan Chief Operating Officer
Signature:	
Witness name:	Trisha Vollmer
Witness signature:	