

**ACT DEPARTMENT OF EDUCATION AND
TRAINING STAFF ENTERPRISE AGREEMENT
2010 – 2011**

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Section A – Scope of Agreement

A1 Title

- A1.1 This Agreement, made under section 172 of the *Fair Work Act 2009*, will be known as the ACT Department of Education and Training Staff Enterprise Agreement 2010-2011.

A2 Main Purpose

- A2.1 The main purpose of this Agreement is to provide for common terms and conditions that apply across the ACT Public Service (ACTPS) and terms and conditions that reflect the particular operational and business requirements of the Agency.

Retaining our people

- A2.2 In order to promote permanent employment and job security for employees in the ACTPS, the Agency will endeavour to minimise the use of temporary and casual employment. The Agency agrees to the use of temporary employees only where there is no officer available in the Agency with the expertise, skills or qualifications required for the duties to be performed or the assistance of a temporary nature is required by the Agency for the performance of urgent or specialised work within the Agency and it is not practical in the circumstances to use the services of an existing officer.
- A2.3 In respect of casual employment, where regular and systematic patterns of work exist and where persons have a reasonable expectation that such arrangements will continue, consideration should be given to engaging the person on a different basis, including on a permanent or temporary basis.
- A2.4 The Agency will continue to consult with unions and employees on the development of strategies and initiatives that may assist in the successful recruitment and retention of mature age employees in the Agency. Such strategies and initiatives will be the subject of discussion and agreement between the employee and the relevant manager/supervisor.
- A2.5 These strategies and initiatives may include:
- (a) developing flexible working arrangements, such as variable employment, part-year employment, job sharing and purchased leave;
 - (b) planning phased retirement arrangements for individual mature age employees who are considering retirement within four to five years, including through reducing the employee's management or higher level responsibilities during a phased retirement period;
 - (c) examining the implications of current superannuation legislation for using such flexible employment and working arrangements and informing affected employees how such implications may be addressed;
 - (d) arranging training to assist the employee in any changing roles the employee may have as part of the employee's phased retirement;
 - (e) developing arrangements to facilitate the return of former mature age employees, including by engaging such persons in the Agency for a short period in a mentoring capacity;
 - (f) at the discretion of the Chief Executive, contributing to the cost to an employee of financial advice received as part of planning for a phased retirement period.

Attracting future employees

- A2.6 The Agency will consult with union(s) through the Agency Consultative Committee to develop strategies to assist the Agency in attracting and retaining suitable employees. This will involve development of appropriate strategies and processes, including the conduct of surveys of staff, to assist this objective.
- A2.7 The Agency may run various entry programs in the light of operational needs and available resources.

Entry to these programs will be by merit selection. All employment arrangements for entry level positions, including graduates, trainees and apprentices in the Agency should be fair and attractive.

Developing our people

- A2.8 The Agency will consult and agree with union(s) on the development and finalisation of Learning and Development Plans and on the annual key Agency learning and development priorities. The Agency and the union(s) will also agree on the equitable use of resources to address these priorities and strategies appropriate for the different categories of employees. For the purposes of this clause, "resources" includes but is not limited to employees, time, funding (where required) and equipment.
- A2.9 This Agreement supports a performance culture within the ACTPS that promotes ethical workplace conduct and rewards employees for their contribution towards the achievement of Agency's objectives.
- A2.10 It is acknowledged that performance management is important to employee development and to ensuring the relationship between corporate, team and individual responsibilities are aligned to individual, team and organisational objectives.
- A2.11 Any performance management schemes in the Agency will not include performance pay and will not be used for disciplinary purposes.

Recognising our people

- A2.12 The Agency is committed to achieving an environment where employees feel valued for the contribution they make to achieving organisational goals. The most effective form of recognition is timely and appropriate feedback. The Agency will consult with the union(s) on other effective ways of recognising and rewarding the achievement of individuals and work groups.
- A2.13 Any outcomes of this consultation will only be implemented by agreement of the Agency and the union(s).

Ensuring fairness

- A2.14 The Agency recognises and encourages the contribution that people with diverse backgrounds, experiences and skills can make to the workplace. The Agency aims to ensure that this diversity is able to contribute to effective decision making and delivery of client service.
- A2.15 The Agency will work with employees to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family or carer's responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

Achieving a better work and life balance

- A2.16 The Agency is committed to providing employees with a work/life balance that recognises the family and other personal commitments of employees.

Promoting a healthy and safe working environment

- A2.17 The Agency is committed to promoting, achieving and maintaining the highest levels of health and safety for all employees.
- A2.18 The Agency will take all reasonable steps and precautions to provide a healthy, safe and secure workplace for the employee. The Agency and all employees will act in a manner that is consistent with the *Work Safety Act 2008*.

- A2.19 Bullying and harassment and discrimination of any kind will not be tolerated in ACT Government workplaces. It is recognised that bullying and harassment in the workplace has both emotional and financial costs and that both systemic and individual instances of bullying and harassment are not acceptable. Accordingly:
- (a) if the Agency is made aware of instances, or reported instances, of bullying and harassment or discrimination, the Agency will investigate the concerns as soon as possible in accordance with the Workplace Behaviours provisions in Section G of this Agreement; or
 - (b) if the Agency independently considers that inappropriate behaviour may be occurring, then the Agency will respond, as soon as possible, in a manner commensurate with the seriousness of this issue.
- A2.20 Further, given the clear evidence of the benefits and cost effectiveness of workplace health initiatives for both employers and employees, the Agency will develop health and wellbeing policies and programs that promote healthy lifestyles and help maintain a high standard of physical and mental health, along with supporting individual workplace safety and general wellbeing. Such policies and programs may include:
- (a) organisational/environmental policies and programs;
 - (b) awareness and education programs that promote healthy lifestyles and reduce risk factors; and
 - (c) traditional and non-traditional physical activity programs.

A3 Application and Coverage

- A3.1 This Agreement applies to and covers:
- (a) the Chief Executive of the Education and Training Directorate on behalf of the Territory; and
 - (b) persons engaged under the *Public Sector Management Act 1994* at any time when the Agreement is in operation in one of the classifications in Annex A, except a person engaged as head of service under section 23C of the *Public Sector Management Act 1994*, persons engaged as directors-general under section 28 of the *Public Sector Management Act 1994* or persons engaged as executives under sections 72 or 76 of the *Public Sector Management Act 1994*.
- A3.2 This Agreement covers:
- Community and Public Sector Union
 - Liquor, Hospitality and Miscellaneous Union
 - Australian Education Union
 - Media Entertainment and Arts Alliance

subject to FWA noting in its decision to approve this Agreement that it covers these unions.

A4 Commencement and Duration

- A4.1 This Agreement will commence operation seven days after it is approved by Fair Work Australia.
- A4.2 The nominal expiry date of this Agreement is 30 June 2011.

A5 Operation of the Agreement

- A5.1 This Agreement is comprehensive and provides the terms and conditions of employment of employees covered by this Agreement, other than terms and conditions applying under applicable legislation.
- A5.2 This includes:
- (a) *Fair Work Act 2009 (FW Act)*;
 - (b) *Public Sector Management Act 1994 (PSM Act)*;
 - (c) Public Sector Management Standards (PSM Standards);
 - (d) *Work Safety Act 2008 (WS Act)*;
 - (e) *Holidays Act 1958 (Holidays Act)*;
 - (f) *Territory Records Act 2002 (TR Act)*; and
 - (g) *Safety, Rehabilitation and Compensation Act, 1988 (SRC Act)*
- A5.3 This Agreement constitutes a closed agreement in settlement of all claims for its duration. Therefore, during the life of this Agreement, there will be no further claims that affect the provisions of this Agreement, except where these claims are consistent with the terms of this Agreement.
- A5.4 This Agreement prevails over ACT legislation, including the *PSM Act* and the PSM Standards and relevant policy statements and guidelines to the extent of any inconsistency.

A6 Agreement Availability

- A6.1 Copies of this Agreement will be made available, in paper or electronic form, to all employees covered by the Agreement.

A7 Authority of the Chief Executive

- A7.1 The Chief Executive may, in writing, delegate any power or function that the Chief Executive has under this Agreement to another person or position within the ACTPS, subject to directions, except for this power of delegation.
- A7.2 This does not limit the power of the Chief Executive to authorise a person to act for and on the Chief Executive's behalf.
- A7.3 The powers conferred through the operation of subclause A7.1 will not be sub-delegated.
- A7.4 To avoid doubt, in this Agreement reference to the Chief Executive may be taken to mean delegate where the Chief Executive has delegated the particular power or function under subclause A7.1.

A8 Variation to Agreement

- A8.1 This Agreement may be varied in accordance with the *FW Act*.

A9 Termination of Agreement

- A9.1 The Agency and the union(s) covered by this Agreement agree that the maintenance of, and adherence to, agreed terms and conditions of employment is a key component of good workplace relations and a dispute free workplace. They therefore agree that they will not exercise their right to terminate this Agreement under section 225 of the *FW Act*.

Section B - Working in the ACT Public Service

B1 Types of Employment

- B1.1 A person will be engaged under the *PSM Act* in one of the following categories:
- (a) permanent employment on a full-time or permanent part-time basis, including appointment with or without probation; or
 - (b) short term temporary employment for a period not exceeding twelve months on a full-time or part-time basis, engaged for a specified period of time or for a specified task or as an apprentice, trainee; or cadet; or
 - (c) long term temporary employment for a period greater than twelve months but not exceeding five years on a full-time or part-time basis, engaged for a specified period of time or for a specified task or as an apprentice, trainee; or cadet; or
 - (d) temporary casual employment.
- B1.2 Persons engaged on a part-time basis will receive, on a proportionate basis, equivalent pay and conditions to those of full time employees.

B2 Probation

- B2.1 Where a person is appointed on probation under the *PSM Act*, the period of probation will be determined in advance and will be three months or less, or more than three months if this is reasonable, having regard to the particular circumstances of the employment.
- B2.2 At the time of an offer of employment on probation, the Chief Executive will inform the person in writing of the period of probation that will apply.
- B2.3 At the time a person is appointed on probation, the Chief Executive will inform the person in writing of the criteria and objectives to be met for the appointment to be confirmed.
- B2.4 Probation will provide a supportive process for the officer during which mutual evaluation and decisions about permanent appointment can be made.
- B2.5 There must be at least two formal assessments of an officer during the probationary period. These reviews must be at least four weeks apart. The Chief Executive must provide the officer with a copy of the assessment report. The officer must be provided with an opportunity to respond within seven working days. If the assessment is sufficiently negative for the manager/supervisor to consider recommending that the Chief Executive terminate the employment, that opinion will be included in the assessment report.
- B2.6 Where the period of probation is longer than three months, the assessment reviews should be carried out at intervals of one month for the first two months and then on a regular basis. The timing of these assessment reviews will be determined in advance and notified to the person at the time of appointment on probation.
- B2.7 A decision of the Chief Executive to accept the recommendation to terminate the appointment of an officer on probation, as per subclause B2.5, is excluded from the Internal Review Procedures (Section I) and Appeal Mechanism (Section J) of this Agreement.
- B2.8 To avoid doubt, an officer on probation is able to seek a review of the officer's probation under the Internal Review Procedures, (Section I), except in relation to a decision to terminate the officer's employment.

B3 Joint Selection Committees

- B3.1 A Joint Selection Committee will normally comprise of, but not be limited to:
- (a) a chairperson who has appropriate skills and experience, nominated by the Chief Executive;
 - (b) a person who has appropriate skills and experience, nominated by the union(s); and
 - (c) a person who has appropriate skills and experience, nominated by the Chief Executive from a list of employees, and agreed by the Chief Executive and the union(s).

B4 Hours of Work for Non-Shift Workers

- B4.1 In this clause employee refers to an employee, other than a casual employee, who is employed in a position identified by the Chief Executive as having ordinary weekly hours of either 36.75 or 38.00 hours per week.

Ordinary Hours of Work

- B4.2 A non-shift work position may have ordinary weekly hours of either 36.75 or 38.00 hours per week.

B4.3 36.75 Hours Per Week Position	B4.4 38 Hours Per Week Position
(a) The ordinary daily hours are seven hours and twenty one minutes for a full time employee;	(a) The ordinary daily hours are seven hours and thirty six minutes for a full time employee;
(b) Standard hours are from 8:30am to 12:30pm and from 1:30pm to 4:51pm Monday to Friday, unless otherwise agreed in writing by the employee and the manager/supervisor.	(b) Standard hours are from 8:30am to 12:30pm and from 1:30pm to 5:06pm Monday to Friday, unless otherwise agreed in writing by the employee and the manager/supervisor.

- B4.5 Ordinary weekly hours may be averaged over a period of up to four weeks (twenty eight calendar days), or a longer period of no more than twelve months as agreed in writing between the manager/supervisor and the employee.

- B4.6 A part-time employee will work less than the ordinary weekly hours of work for a full-time employee.

Span of Hours

- B4.7 Ordinary daily hours must be worked within the span of hours limits of 7:00 a.m. to 7:00 p.m. Monday to Friday.

- B4.8 The span of hours worked in a day (subclause B4.7) may be varied by agreement between the manager/supervisor and a majority of employees concerned in a workplace.

Meal Break

- B4.9 An employee will not be required to work for more than five hours without a break for a meal of at least thirty minutes duration. Meal breaks will not count as time worked unless specifically provided for in this Agreement.
- B4.10 The provisions of subclause B4.9 may be varied by agreement between the manager/supervisor and a majority of employees concerned in a workplace.
- B4.11 The term ‘meal break’ does not require the employee to partake of a meal during the break period.
- B4.12 An employee who works up to six hours in a day may, with the agreement of the manager/supervisor, work up to six hours without a meal break to accommodate the employee’s personal circumstances and work/life balance.

B5 Hours of Work for Shift Workers

B5.1 An employee (other than a casual employee) is a shift worker if the employee is rostered to perform ordinary daily hours outside the span of hours defined in subclause B4.7, and/or on Saturdays and Sundays and on public holidays on a regular and ongoing basis.

Ordinary Hours of Work

B5.2 A shift work position may have ordinary weekly hours of either 36.75 or 38.00 hours per week.

36.75 Hours Per Week Position	38.00 Hours Per Week Position
The ordinary daily hours are seven hours and twenty one minutes for a full time employee. The ordinary weekly hours are 36.75 hours for a full time employee, performed on the following basis:	The ordinary daily hours are seven hours and thirty six minutes for a full time employee. The ordinary weekly hours are 38.00 hours for a full time employee, performed on the following basis:
(a) 36.75 hours within a period not exceeding seven consecutive days; or	(a) 38.00 hours within a period not exceeding seven consecutive days; or
(b) 73.5 hours within a period not exceeding fourteen consecutive days; or	(b) 76.00 hours within a period not exceeding fourteen consecutive days; or
(c) 147 hours within a period not exceeding twenty-eight consecutive days, or	(c) 152 hours within a period not exceeding twenty-eight consecutive days, or
(d) any other period of twelve months or less and agreed in writing between the manager/supervisor and the employee to provide for an average weekly hours of 36.75 hours per week over the agreed period.	(d) any other period of twelve months or less and agreed in writing between the manager/supervisor and the employee to provide for an average weekly hours of 38.00 hours per week over the agreed period.

B5.5 A part-time employee will work less than the ordinary weekly hours of work for a full-time employee.

B5.6 The Chief Executive may, after consulting with the employees affected and the employee's representatives, and following agreement of a majority of employees affected, introduce:

- (a) shift work;
- (b) a new roster; or
- (c) an arrangement of shift cycles.

B5.7 Subject to subclause B5.8, rosters setting out the start times, finish times, and rotation of shifts over at least a twenty-eight day period will be posted at least fourteen days prior to the commencement of the roster.

B5.8 Amendments may be made to rosters to meet the operational or business needs of the Agency. These amendments will be made available as soon as practicable.

B5.9 The ordinary weekly hours may be averaged over a period of up to four weeks (twenty-eight calendar days), or a longer period of no more than twelve months as agreed in writing between the manager/supervisor and the employee affected.

Payment for an Employee Rostered Off on a Public Holiday

- B5.10 Where an employee is:
- (a) normally to perform regular rostered work on a particular day of the week; and
 - (b) is scheduled to be on a rostered day off on this particular day; and
 - (c) the particular day is a public holiday;
- the employee will be granted a day's leave in lieu of a public holiday, which occurs on a day on which that employee is rostered off duty.
- B5.11 The day in lieu provided for in subclause B5.10 must be granted within one month after the holiday, if practicable.
- B5.12 Where it is not practicable to grant a day's leave in lieu in accordance with subclause B5.11, the employee will be paid one day's pay at the ordinary hourly rate of pay.

Meal Break

- B5.13 An employee will not be required to work for more than five hours without a break for a meal of at least thirty minutes duration. Meal breaks will not count as time worked unless specific provisions are made for in this Agreement.
- B5.14 The term 'meal break' does not require the employee to partake of a meal during the break period.
- B5.15 The provisions of subclause B5.13 may be varied by agreement between the Manager/Supervisor and a majority of employees concerned in a workplace.
- B5.16 An employee who works up to six hours in a day may, at the employee's discretion, work up to six hours without a meal break to accommodate the employee's personal circumstances and work/life balance.
- B5.17 An employee who is required, due to operational reasons, to continue working through the employee's meal break will be paid an additional 50% of the employee's ordinary hourly rate of pay from the scheduled time of commencement of the break until the employee is provided a break or commencement of a period of overtime following completion of ordinary hours of work.

B6 Flextime

- B6.1 Flextime will provide the framework for an employee's, other than a casual employee's, pattern of attendance at work to be varied according to the needs of the employee and the requirements of the work unit. It is not a system that is designed to increase or reduce the total number of hours that must be worked. Flextime is not available to shift workers whose hours of work are provided for in clause B5.
- B6.2 For flextime arrangements to work effectively managers and employees have a responsibility to manage hours of work to ensure that individuals are not building up excessive flex credits without:
- (a) the opportunity to access flextime accrued; and
 - (b) being productively employed i.e. a manager/supervisor may require an employee not to accumulate flex credits before 8.30am or after 4.51pm where there is insufficient work or an employee cannot be sufficiently managed.
- B6.3 Subject to subclause B6.4, only employees at or below the Senior Officer Grade C level (or equivalent classification, including Legal Officer 1) will participate in flextime.
- B6.4 Flextime is not accrued by employees who are engaged in shift work or those employees entitled to rostered days off in accordance with clause B8 of this Agreement.

- B6.5 Hours of work arrangements will be in accordance with operational requirements and occupational health and safety principles. This means that patterns of working hours that have the potential to impact on the health of an employee, such as working long hours in a condensed period or avoiding meal breaks so as to depart early from work, should be avoided.
- B6.6 As far as practicable, an employee will not be required to work for longer than five hours without a break of a minimum of thirty minutes duration except whilst undertaking fire fighting duties or other declared emergency activities.
- B6.7 The span of hours for employees eligible for flextime provisions will be from 7.00am to 7.00pm, Monday to Friday.
- B6.8 Employees may work outside the span of hours stipulated at subclause B6.7 where an employee and the manager/supervisor so agree. This provision is designed to add flexibility in exceptional circumstances and is not intended to replace normal overtime provisions.
- B6.9 Where an employee works outside the span of hours in accordance with subclauses B4.8 or B6.8, these hours will be considered normal hours of duty and will not attract overtime payments or time off in lieu provisions on an hour for hour basis, unless otherwise agreed between the employee and the manager/supervisor prior to the work being performed.
- B6.10 A settlement period will comprise two pay periods (i.e. four weeks).
- B6.11 Starting and finishing times within the span of hours are to be determined for individual work areas by the Chief Executive based on operational needs.
- B6.12 An employee may have a maximum flextime credit equal to the employee's normal weekly hours of duty, at the end of the settlement period. This may be varied by agreement between the manager/supervisor and the employee.
- B6.13 There is no provision to cash out flextime credits either during a period of employment with the Agency, or upon separation or transfer out of the Agency.
- B6.14 The maximum flextime debit that may accrue is ten hours in any settlement period. Any debit in excess of the maximum debit, at the end of a settlement period, will be considered to be leave without pay and deducted in accordance with overpayment process at clause D5.
- B6.15 Any flextime debits an employee has if the employee ceases employment with the Agency will be recovered from any termination payment owing to the employee, except in the case of death.
- B6.16 Accrued flextime credits will be taken at such times and in such a period or periods as are agreed between the employee and the manager/supervisor and approved prior to taking accrued flextime. It is the responsibility of both the employee and the relevant manager/supervisor to take steps to ensure that accrued flextime credits can be taken as time off, in accordance with this clause.
- B6.17 An employee not complying with these flextime provisions may be directed to work standard hours or the employee's standard working pattern. Standard hours are 8.30am to 12.30pm and 1.30pm to 4.51pm Monday to Friday, for an employee whose hours of work are provided for in subclause B4.3 (36.75 Hours per Week – Non Shift Workers) and 8.30am to 12.30pm and 1.30pm to 5.06 pm Monday to Friday, for an employee whose hours of work are provided for in subclause B4.4, (38.00 Hours per Week – Non Shift Workers), Monday to Friday, unless otherwise agreed in writing by the employee and the manager/supervisor.

B7 Flexible Working Arrangements for Senior Officer Grade A and B and Equivalent Employees

- B7.1 The Agency has a responsibility to minimise the extent to which excessive hours are worked by its employees. As far as practicable, the Agency will develop strategies to try to reduce the incidence of excessive hours being worked. Flexible working arrangements for Senior Officer Grade A and B and equivalent employees are not available to shift workers whose hours of work are provided for in subclause B5.3 (36.75 Hours per Week – Shift Workers) or subclause B5.4 (38.00 Hours per Week – Shift Workers).
- B7.2 However, the Agency recognises that there is an expectation that its employees at the Senior Officer Grade A and B (or equivalent) classification levels, because of the nature of the employee’s duties and responsibilities, may be required to work extensive hours over a significant period.
- B7.3 The working arrangements (including working hours) for an employee who is a Senior Officer Grade A or B (or equivalent) will be agreed between the employee and the manager/supervisor (but must be at least thirty-six hours and forty-five minutes per week). In considering these working arrangements, the employee and the manager/supervisor will take into account in particular:
- (a) the operational requirements and workload demands of the Agency or business unit; and
 - (b) the interests of the employee in achieving a reasonable balance of work and personal life.
- B7.4 In recognition of excessive hours that may be performed by employees, other than casual employees, who are at the Senior Officer Grade A and B (or equivalent) classification levels, the arrangements set out in subclauses B7.5 and B7.6 will apply. These arrangements do not apply to Senior Officer Grade A and B (or equivalent) classifications that work shift work.
- B7.5 An eligible employee will be able to access the credit hours under subclause B7.6 once the employee’s manager/supervisor is satisfied that the employee has accumulated additional hours in excess of their ordinary weekly hours of work (i.e. 36.75 or 38.00 hours) in an accrual year.
- B7.6 Once an employee satisfies the requirements of subclause B7.5, the employee will be provided with a credit bank of 36.75 hours (credit hours) under the following conditions:
- (a) the credit hours are to be taken within twelve months of the credit hours being granted, at a time agreed between the employee and the manager/supervisor; and
 - (b) the credit hours not taken by the employee within twelve months of the credit hours being granted will lapse; and
 - (c) the credit hours are granted on the basis that the employee maintains appropriate records.
- B7.7 Chief Minister’s Department, in conjunction with the Agency, will promote the use of these provisions and will monitor their take-up.

B8 Rostered Day Off (RDO)

- B8.1 An employee to whom this clause applies may accrue 0.4 of one hour (24 minutes) for each eight-hour shift worked to allow the employee to take a Rostered Day Off (RDO). For example, a shift worker to whom this clause applies and who works 19 eight-hour shifts may take the 20th shift off as an RDO.
- B8.2 An employee may elect to take an RDO as a whole day or part of a day by agreement with the manager/supervisor. RDOs must be approved in advance by agreement between the employee(s) affected and the employee’s manager/supervisor, taking into account the operational requirements of the Agency.
- B8.3 Accrual toward an RDO does not occur when an employee is on any form of leave (including annual leave or personal leave).

- B8.4 RDOs must only be taken when the equivalent time has been accrued. RDOs will not be taken in advance.
- B8.5 An employee may bank a maximum of six RDOs with the approval of the employee's manager/supervisor.
- B8.6 An employee who is required to work on the employee's scheduled RDO will be given another day off instead at a time agreed between the employee and the employee's manager/supervisor.

B9 Accrued Days Off (ADOs)

- B9.1 An employee to whom this clause applies may accrue 0.4 of one hour (24 minutes) for each eight-hour shift worked to allow the employee to take an Accrued Day Off (ADO).
- B9.2 An employee may apply to take an ADO as a whole day or part of a day by agreement with the manager/supervisor. ADOs will be approved by the manager/supervisor subject to operational requirements. If the manager/supervisor does not approve an accrued day off because of operational requirements, the manager/supervisor will consult with the employee to determine a mutually convenient alternative time (or times) for the employee to take the leave.
- B9.3 Accrual towards an ADO does not occur when an employee is on any form of leave (including annual leave or personal leave).
- B9.4 ADOs must only be taken when the equivalent time has been accrued. ADOs will not be taken in advance.
- B9.5 An employee may bank a maximum of six ADOs with the approval of the employee's manager/supervisor.

B10 Casual Employment Arrangements

Minimum Attendance

- B10.1 The minimum payment on each occasion when a casual employee is called for and attends for duty will be three hours, whether or not the casual employee is required to work for those three hours.

Rate of Pay

- B10.2 A person engaged as a casual employee will be paid at the same rate of pay as would be applicable to an employee performing the duties and hours of that role. In addition the casual employee will receive a loading of twenty per cent of the ordinary hourly rate of pay set out in Annex A to this Agreement instead of paid leave entitlements, other than long service leave, and instead of payment for public holidays on which the employee did not work.

Payment for Shift Work

- B10.3 A casual employee is eligible to receive payment of shift penalties in accordance with clause C9.
- B10.4 The loading paid under subclause B10.2 is not taken into account in the calculation of shift work penalty payments.

Overtime

- B10.5 A casual employee is eligible to receive payment for overtime in accordance with clause C10.
- B10.6 A casual employee is eligible for payment of overtime in respect of all hours worked in excess of either seven hours and twenty-one minutes or seven hours and thirty-six minutes, as applicable, on any day or shift.

B10.7 The loading paid under subclause B10.2 is not taken into account in the calculation of overtime payments.

Overtime Meal Allowance

B10.8 A casual employee is eligible to receive payment of overtime meal allowances in accordance with clause C11.

B10.9 The term ‘meal break’ does not require the employee to partake of a meal during the break period.

Payment for Public Holidays

B10.10 A casual employee is not eligible for payment in respect of public holidays, unless the employee works on a public holiday.

B10.11 Where a casual employee does work on a public holiday, the casual employee is entitled to the appropriate shift penalties or overtime payments described in subclauses C9.7 and C10.15.

Leave

B10.12 A casual employee is not eligible for paid leave other than long service leave.

B11 Record Keeping

B11.1 The Agency will keep records relating to the employees’ work, including records about attendance and pay, in accordance with the requirements of the *FW Act* and the *FW Regulations*.

B11.2 The employee will record the time of commencing and ceasing duty for each day. These records will be provided to the manager/supervisor where the manager/supervisor so requests.

B12 Outsourcing and Use of Contractors

B12.1 The Agency is committed to promoting permanent employment and job security for employees within the ACTPS and accordingly agrees to the provisions in this clause.

B12.2 The ACT Government is committed to:

- (a) minimising the use of consultants/contractors across the ACTPS;
- (b) minimising the use of sub-contractors and increase the use of direct employment of workers across the ACTPS;
- (c) reviewing and assessing outsourced services with the ambition of returning these to direct ACT Government provision where the review demonstrates a beneficial outcome to the community;
- (d) supporting direct employment relationships, but where sub-contractors are operating, that industrial and legal mechanisms to protect their rights, be developed and implemented.

B12.3 Upon request a Joint Working Party will be convened and:

- (a) will consist of an equal number of union and Government representatives;
- (b) will be chaired by a Government representative; and
- (c) will provide written reports to each Joint Council meeting.

B12.4 Any recommendations of the Joint Working Party endorsed by the Joint Council will be referred to Management Council and UnionsACT.

B12.5 The Agency will:

- (a) inform the relevant Agency Consultative Committee (ACC) or equivalent of any recommendations endorsed by the Joint Council; and
- (b) provide the ACC or equivalent with regular reports on the use of consultants/contractors in the Agency.

B12.6 To assist in the promotion of permanent employment for employees, the Agency will ensure that the employees of any consultants/contractors the Agency proposes to engage receive fair and reasonable pay

and conditions, having regard to any applicable industrial instruments, including awards and enterprise agreements.

B13 Filling a Nominally Vacant Position Exceeding Twelve Months

- B13.1 Where a position has been nominally vacant for a continuous period exceeding twelve months, the Chief Executive will consult with the Agency Consultative Committee on the circumstances for this and the feasibility of proceeding to fill the position on a permanent basis.

B14 Notice of Termination

- B14.1 Where an employee's employment is to be terminated at the initiative of the employee, the employee will provide written notice of their resignation from the Agency to the Chief Executive at least two weeks prior to the proposed date of the resignation.
- B14.2 The period of notice required in subclause B14.1 may be reduced by agreement in writing between the employee and the Chief Executive.

Section C - Rates of Pay and Allowances

C1 Part-Time Employment

- C1.1 Persons engaged on a part-time basis will receive, on a proportionate basis, equivalent pay and conditions to those of full time employees.

C2 Pay Increases

- C2.1 Employees will be paid in accordance with the employee's classification and rates of pay set out in Annex A to this Agreement.
- C2.2 Pay increases for all classifications set out in Annex A of this Agreement will be 2.5 per cent effective from 1 July 2010 and paid on the first pay period following the commencement of this Agreement.
- C2.3 A person who was an employee of the Agency on 1 July 2010 and who separated from the ACTPS before the commencement of this Agreement, will be paid any difference between the rate of pay under clause C2 of this Agreement and the rate which the former employee was paid in the same classification on separation. Any monies paid to the employee by the Agency on separation will be adjusted in the same manner as the rate of pay.

C3 Method of Payment

- C3.1 Employees will be paid fortnightly in arrears and by electronic funds transfer into a financial institution account of the employee's choice.
- C3.2 The Agency commits to paying employees their ordinary fortnightly pay and allowances on the appropriate payday. The Agency also commits to paying any shift penalties, overtime payments and higher duties allowance within two pay periods of the appropriate authorisation having been received by the relevant corporate area.
- C3.3 The ordinary fortnightly pay will be based on the following formula:
Fortnightly pay = annual rate of pay x 12 / 313
- C3.4 A part-time employee will be paid pro-rata based on the employee's agreed ordinary hours.
- C3.5 An employee will, with the approval of the Chief Executive, be advanced the pay due for any period of approved paid annual or long service leave. Advancement of pay will be subject to payroll processing timeframes. The approval of the Chief Executive will not be unreasonably withheld.

C4 Bonus Payment

- C4.1 All employees who are on duty or on paid leave on the date this Agreement commences operation are eligible to receive a bonus payment of \$650 except for the following:
- (a) employees on short term temporary employment contracts (i.e. less than twelve months) unless they have been engaged on a regular and systematic basis or there is a reasonable expectation of continuing employment within the ACTPS on a regular and systematic basis;
 - (b) casual employees, except those who have been engaged on a regular and systematic basis or there is a reasonable expectation of continuing employment within the ACTPS on a regular and systematic basis; and
 - (c) employees who have been on any form of unpaid leave for a period greater than six months at the date of the commencement of this Agreement, other than employees on unpaid maternity leave.
- C4.2 The bonus payment is a pre tax payment and will not count as pay or service for any purpose.
- C4.3 Only one bonus is payable to an employee.
- C4.4 The Chief Executive may approve the payment of part, or all, of the bonus where the eligibility of an individual employee is in dispute or unclear.

C5 Payroll Deduction for Union Fees

- C5.1 Upon request by the union, the Agency will facilitate arrangements for payroll deductions for union fees. The Agency agrees that it will not impose any limitations or impediments to an employee utilising payroll deductions for union fees that do not apply to other regular payroll deductions, such as health insurance.

C6 Pay Points and Increments

- C6.1 A person who is engaged by the Agency, or an employee who is promoted or is approved to perform the duties of a higher office, is entitled to be paid at the first pay point for the classification level.
- C6.2 However, a person who is engaged by the Agency, or an employee who is promoted or approved to perform higher duties, may be paid at a higher pay point within that classification level.
- C6.3 Increments apply to both an employee's permanent and higher duties classification. When an employee has completed twelve months higher duties within a twenty four month period an increment will be paid and all further instances of higher duties will be paid at this level.
- C6.4 Previous service at a higher duties pay must be considered when determining a pay point should the employee be promoted to that classification, and will be used to determine the date at which increments fall due.
- C6.5 An employee is entitled (subject to there being no Underperformance or Discipline action undertaken in accordance with Section G – Workplace Behaviours) to be paid an annual increment on and from the relevant anniversary of the date of commencement in the position for the employee concerned.
- C6.6 Accelerated incremental advancement may occur as follows:
- (a) a person who is engaged by the Agency, or an employee who is promoted or approved to perform higher duties, may be paid at a higher pay point within that classification level.
 - (b) the Chief Executive may approve the payment of additional accelerated increments to the employee:
 - i. at the time annual incremental advancement is due: i.e., at the time an employee is eligible for annual incremental advancement (either in the substantive or higher duties position), or
 - ii. at any other time between periods of annual incremental advancement, subject to a maximum of two additional increments within the classification range being awarded to the employee in a twelve month period (excluding any additional increments awarded to the employee on commencement in the position in accordance with subclause C6.2).
 - (c) where an employee is awarded additional accelerated increments over the twelve month period between the payments of annual increments in accordance with paragraph C6.6 (b), the employee is still eligible for the payment of an annual increment, and the date of effect of the annual increment will remain unchanged.
- C6.7 In considering whether to approve payment at a higher pay point (as per subclause C6.2), or accelerated advancement (as per subclause C6.6), the Chief Executive will take into account such factors as:
- (a) the employee's:
 - i. qualifications, and
 - ii. relevant work and personal experience, and
 - iii. current pay, and
 - iv. ability to make an immediate contribution; and
 - (b) difficulties in attracting and retaining suitable employees.

C7 Graduate and Cadet Programs, Traineeships, and Apprenticeships

- C7.1 Rates of pay for employees engaged in Graduate and Cadet Programs, Traineeships, and Apprenticeships are set out at Annex A to this Agreement.

C8 Higher Duties Allowance

- C8.1 Higher Duties Allowance (HDA) is payable to an employee who is directed to temporarily perform the duties of a position with a higher classification.
- C8.2 An employee who is acting in a position with up to a maximum pay of an ASO 6 or equivalent, for a period of one day or more, will be paid HDA for that period.
- C8.3 An employee acting in a position with a pay or maximum pay greater than the maximum pay of an ASO6 or equivalent will be paid HDA for a period of five consecutive days or more. This payment will occur from day one, provided the total period of higher duties is five days or more.
- C8.4 Where the employee on temporary transfer is to perform the full duties of the higher position, HDA is calculated as the difference between the staff member's current pay and a point in the pay range of the higher position determined by the Chief Executive in accordance with clause C6.
- C8.5 Where the employee is performing only part of the duties of the higher position and the higher position is at least two levels above the employee's current substantive level, payment of partial HDA may be agreed between the manager/supervisor and the employee, prior to the commencement of the temporary transfer.
- C8.6 The rate of payment for partial HDA will be a point in the pay range(s) of the intervening level(s). The Chief Executive's decision on the rate of payment of partial HDA will take into account the specified part of the duties of the higher position that the employee is to perform.
- C8.7 An employee receiving HDA is entitled to normal incremental progression for the employee's substantive position. This increment gained while performing HDA is maintained upon the employee ceasing the higher duties.
- C8.8 Previous HDA service will be considered in determining the appropriate pay point for future periods of higher duties.
- C8.9 Where the vacancy period of HDA is expected to exceed six months the vacancy will be advertised within the ACTPS.
- C8.10 Periods of higher duties should not normally extend beyond twelve months. If after twelve months the position is nominally vacant it will be advertised unless there are exceptional circumstances.

C9 Payment for Shift Workers

Payment of Shift Penalties

- C9.1 An employee who is a shift worker and who is rostered to perform and performs ordinary duty on a shift, any part of which falls between the hours of 6:00 pm and 6:30 am, will be paid an additional 15% of the employee's ordinary hourly rate of pay, for that shift.
- C9.2 An employee who is a shift worker and who is required to work ordinary hours continuously for a period exceeding four weeks on a shift falling wholly within the hours of 6:00 pm and 8:00 am, will be paid an additional 30% of the ordinary hourly rate of pay for that shift.

C9.3 The additional payment prescribed by this clause will not be taken into account in the computation of overtime or in the determination of any allowance based upon pay. The additional payment will not be paid for any shift for which any other form of penalty payment is made under this Agreement, or under the provisions of the *PSM Act* or PSM Standards under which the employee is employed.

Payment Whilst on Annual Leave

C9.4 Additional payment for shift duty, as provided by this clause, is to be made in respect of any such duty that an employee would have performed had the employee not been on approved annual leave.

Payment for Shift Duty on a Saturday

C9.5 For all rostered time of ordinary duty performed between midnight on Friday and midnight on Saturday by an employee to whom this clause applies, an employee will be entitled to an additional payment of 50% of the employee's ordinary hourly rate of pay.

Payment for Shift Duty on a Sunday

C9.6 For all rostered time of ordinary duty performed between midnight on Saturday and midnight on Sunday by an employee to whom this clause applies, an employee will be entitled to an additional payment of 100% of the employee's ordinary hourly rate of pay.

Payment for Shift Duty on a Public Holiday

C9.7 For all rostered time of ordinary duty performed between midnight on the day before a public holiday, as described in clause F10, and midnight on the public holiday, by an employee to whom this clause applies, an employee will be entitled to an additional payment of 150% of the employee's ordinary hourly rate of pay.

C10 Overtime

Eligibility for Payment of Overtime

C10.1 An employee may be required or requested to work reasonable additional hours of duty at any time that the employee is required, subject to the payment for overtime in accordance with the conditions set out in this clause, and the reasonable additional hours provisions of the *FW Act*.

C10.2 Overtime rates will be payable for duty that the Chief Executive requires an employee to perform on any day from Monday to Friday inclusive, which is worked:

- (a) in the case of a non-shift employee only, before 7.00 a.m. and/or after 7.00 p.m. (or such other span of hours as may have been agreed under subclause B4.8); or
- (b) in the case of a non-shift employee only, between 7.00 a.m. and 7.00 p.m. (or such other span of hours as may have been agreed under subclause B4.8) but beyond the employee's ordinary daily hours, and which is not worked under the flextime provisions at clause B6; or
- (c) in the case of a shift worker only, beyond the employee's ordinary hours of work, and which is not worked under the provisions of clause B8 or B9.

C10.3 Overtime rates are payable for all duty that the Chief Executive requires an employee to perform on a Saturday, Sunday or Public Holiday that is in addition to the employee's ordinary weekly hours of work.

C10.4 Subclauses C10.1 to C10.3 apply to employees up to and equivalent to the top incremental point of the AS06 or equivalent.

C10.5 Except with the approval of the Chief Executive, an employee who occupies a position with a classification having an annual pay of a Senior Officer Grade C (or equivalent) or higher is not eligible to receive payment under this clause.

- C10.6 Overtime approved under subclause C10.5 for Senior Officers will be calculated at the maximum hourly overtime rate for an ASO6 for any senior officer, or other employee whose substantive pay exceeds the highest pay point of an ASO6. At the request of the employee, hours worked outside normal working hours may be taken as time in lieu on an hour for hour basis.

Minimum Attendance for Overtime

- C10.7 Where an employee is required to perform overtime duty that is not continuous with ordinary duty the minimum period of overtime payable for each separate overtime attendance is four hours.
- C10.8 For the purposes of subclause C10.7 meal periods do not break continuity of duty.
- C10.9 Where an overtime attendance that is not continuous with ordinary duty involves duty both before and after midnight and a higher overtime rate applies on one of the days covered by the overtime attendance, the minimum payment will be calculated at the higher rate.
- C10.10 Where an employee on a restricted or close restricted situation as provided for in clause C14 or clause C15, the minimum payment for overtime will be three hours or one hour in accordance with subclauses C14.6 or C15.8 or C14.10 or C15.12 respectively.

Payment of Overtime

- C10.11 For the purposes of calculating overtime payments, each day or shift will stand-alone.
- C10.12 An employee's annual pay for the purpose of calculating the overtime payment, will include higher duties allowance and/or any allowance that is payable for all purposes.
- C10.13 Overtime payment rates for overtime worked on any day from Monday to Saturday inclusive, are:

Time and a Half

$$\text{Annual Pay} \times \frac{12}{313} \times \frac{3}{2} \times \frac{1}{76}$$

for the first three hours worked on a day/shift; and

Double Time

$$\text{Annual Pay} \times \frac{12}{313} \times \frac{2}{1} \times \frac{1}{76}$$

for any further overtime worked on that day/shift.

Sunday Rate of Payment

- C10.14 An employee who works overtime on a Sunday will be paid a rate of 200% of the employee's ordinary hourly rate of pay for all time worked.

Public Holiday Rate of Payment

- C10.15 An employee who works overtime on a public holiday or on a substituted public holiday as defined in clause F10 of this Agreement will be paid a rate of 250% of the employee's ordinary hourly rate of pay for all time worked.

Alternatives to Payment of Overtime

- C10.16 Where agreed between the manager/supervisor and the employee, the employee will be granted time off instead of overtime.

C11 Overtime Meal Allowance

Eligibility for Meal Allowance

- C11.1 An employee who works overtime is entitled to payment of overtime meal allowance where the overtime is worked:
- (a) after the end of ordinary duty for the day, to the completion of or beyond a meal period, and any subsequent meal period, without a break for a meal; or
 - (b) after the completion of the employee's ordinary hours of duty for the day, and after a break for a meal which occurs after that completion and where the employee is not entitled to payment for that break; or
 - (c) before the commencement of ordinary hours of duty, and before a break for a meal which occurs after that completion and where the employee is not entitled to payment for that break; or
 - (d) on a Saturday, Sunday or public holiday, in addition to the employee's normal weekly hours of duty, extending beyond a meal break and where the employee is not entitled to payment for that break.

Meal Periods

- C11.2 For the purposes of subclause C11.1 a meal period will mean the following periods:
- (a) 7.00 a.m. to 9.00 a.m.;
 - (b) 12 noon to 2.00 p.m.;
 - (c) 6.00 p.m. to 7.00 p.m.; and
 - (d) midnight to 1.00 a.m.

C11.3 The rate of pay for overtime meal allowance is set out in Annex C.

C11.4 Where a three-course meal is obtainable by the employee at a canteen, cafeteria or dining room conducted, controlled, or assisted by the Agency, the amount of meal allowance will be the maximum amount for which a three-course meal is obtainable at the canteen, cafeteria or dining room. The rate payable under this clause is in substitution for the rate in Annex C.

C12 Rest Relief after Overtime

- C12.1 In this clause employee refers to employees other than casual employees.
- C12.2 Unless the Chief Executive directs an employee to report for duty earlier, the employee must have a continuous period of eight hours off duty between ceasing overtime duty following normal duty one day, and commencing normal daily hours of work the following day.
- C12.3 An employee is entitled to be absent from duty, without loss of pay, until the employee has been off duty for a continuous period of eight hours plus reasonable travel time.
- C12.4 If an employee is required by the Chief Executive to return to duty without having had eight consecutive hours off duty, plus reasonable travelling time, the employee must:
- (a) be paid at 200% of the ordinary hourly rate of pay until the employee is released from duty for that period; and
 - (b) the employee will then be entitled to be absent until the employee has had eight consecutive hours off duty plus reasonable travelling time, without loss of pay for any ordinary working time occurring during that absence.
- C12.5 The provisions of subclauses C12.1 to C12.4 do not apply to overtime worked in the circumstances covered by clause C17 unless the actual time worked (excluding travelling time) is at least three hours on each call.

C13 Payment for Public Holiday Duty

- C13.1 An employee who is not a shift worker and who works on a public holiday for a period that is:
- (a) not in excess of the employee's ordinary weekly hours; and
 - (b) not outside of the employee's limit of daily hours; and
 - (c) not in excess of the employee's ordinary daily hours
- will be entitled to an additional payment of 150% of the employee's ordinary hourly rate of pay.

C14 On-Call Allowances

- C14.1 Where an employee is required or directed, prior to ceasing duty, by the employee's manager/supervisor to be contactable and available to be recalled to duty within a reasonable time outside the employee's ordinary hours of duty (a restricted situation), the employee will be entitled to be paid an on-call allowance of:
- (a) ten percent of the employee's hourly rate of pay for each hour restricted Monday to Friday;
 - (b) fifteen percent of the employee's hourly rate of pay for each hour restricted on Saturday and Sunday;
 - (c) twenty percent of the employee's hourly rate of pay for each hour restricted on public holidays and rostered days off.
- C14.2 An employee's pay for the purpose of calculation of payment under this clause will include higher duties allowance and other allowances in the nature of pay.
- C14.3 Employees at the ASO 6 (or equivalent) classification and below will be eligible for payment of the on-call allowance. However, the Chief Executive may approve payment of the on-call allowance to employees above this level in exceptional circumstances.
- C14.4 Where approval has been made for payment under subclause C14.3 to an employee above the ASO6 (or equivalent) classification, the hourly rate of pay will be the maximum of the ASO6 (or equivalent) classification.
- C14.5 The on-call allowance is not payable for any period that the employee does not hold himself or herself at the required degree of readiness to be recalled to duty.
- C14.6 Where an employee who has been in a restricted situation is recalled to duty at the Agency's place of work, the employee will be paid at the applicable overtime rates, subject to a minimum payment of three hours overtime being made to the employee.
- C14.7 The provisions of clause C17 will not apply where an employee is recalled to duty while on on-call.
- C14.8 The on-call allowance is not payable for any period of time where overtime payments are made. Therefore, if the employee performs a period of duty for which overtime is payable, the on-call allowance is not paid for a period equal to the overtime period.
- C14.9 "Recalled to duty at the Agency's place of work" means a recall to perform duty at any designated place of work and is not limited to a recall to perform at the employee's usual place of work. For example, a tradesperson may have a usual place of work, but while the tradesperson is restricted the tradesperson might be recalled to perform duty at a number of different places of work.
- C14.10 Where an employee who has been in a restricted situation is recalled for duty, but is not required to be recalled to the Agency's place of work (for example, where an employee is able to access computer systems at home via remote access), the employee will be paid at the applicable overtime rates, subject to a minimum payment of one hour overtime being made to the employee.

- C14.11 If a recall to duty attracts a minimum overtime payment, subsequent recalls will attract a further minimum overtime payment(s) only if the employee commences after the minimum payment period has elapsed. For the purposes of this clause, the minimum payment period is either three hours or one hour, as set out in subclauses C14.6 and C14.10, from the commencement of the recall to duty that attracts the overtime payment.

C15 Close Call Allowance

- C15.1 Where an employee is required or directed, prior to ceasing duty, by the employee's supervisor to be contactable and available for immediate recall to duty outside the employee's ordinary hours of duty (a close restricted situation), the employee will be entitled to be paid a close call allowance of:
- (a) twenty percent of the employee's hourly rate of pay for each hour restricted Monday to Friday; or
 - (b) thirty percent of the employee's hourly rate of pay for each hour restricted on Saturday and Sunday; or
 - (c) forty percent of the employee's hourly rate of pay for each hour restricted on public holidays and rostered days off.
- C15.2 An employee restricted to close call must:
- (a) remain within a radius of thirty minutes vehicle travelling time from the work site; and
 - (b) commence the return to work journey immediately on being recalled, being within five minutes from time of recall.
- C15.3 The Chief Executive may, in special circumstances, allow an employee who cannot meet these requirements to be deemed to be on close call if the employee is able to return to the worksite within forty-five minutes from the time of recall.
- C15.4 An employee's pay for the purpose of calculation of payment under this clause will include higher duties allowance and other allowances in the nature of pay.
- C15.5 Employees at the ASO 6 range (or equivalent) and below will be eligible for payment of the close call allowance. However, the Chief Executive may approve payment of the close call allowance to employees above this level in exceptional circumstances.
- C15.6 Where approval has been made for payment under subclause C15.5 to an employee above the ASO6 (or equivalent) classification, the hourly rate of pay will be the maximum of the ASO6 (or equivalent) classification.
- C15.7 The on-call allowance is not payable for any period that the employee does not hold himself or herself at the required degree of readiness to be recalled to duty.
- C15.8 Where an employee who has been in a close restricted situation is recalled to duty at the Agency's place of work, the employee will be paid at the applicable overtime rates, subject to a minimum payment of three hours overtime being made to the employee.
- C15.9 The provisions of clause C17 will not apply where an employee is recalled to duty while on on-call.
- C15.10 The on-call allowance is not payable for any period of time where overtime payments are made. Therefore, if the employee performs a period of duty for which overtime is payable, the on-call allowance is not paid for a period equal to the overtime period.
- C15.11 "Recalled to duty at the Agency's place of work" means a recall to perform duty at any designated place of work and is not limited to a recall to perform at the employee's usual place of work. For example, a tradesperson may have a usual place of work, but while the tradesperson is restricted the tradesperson might be recalled to perform duty at a number of different places of work.

- C15.12 Where an employee who has been in a close restricted situation is recalled for duty, but is not required to be recalled to the Agency's place of work (for example, where an employee is able to access computer systems at home via remote access), the employee will be paid at the applicable overtime rates, subject to a minimum payment of one hour being made to the employee.
- C15.13 If a recall to duty attracts a minimum overtime payment, subsequent recalls will attract a further minimum overtime payment(s) only if the employee commences after the minimum payment period has elapsed. For the purposes of this clause, the minimum payment period is either three hours or one hour, as set out in subclauses C15.8 and C15.12, from the commencement of the recall to duty that attracts the overtime payment.

C16 Rest Relief for Restricted or Close Restricted Situations

- C16.1 Where an employee in a restricted or close restricted situation under clause C14 or clause C15 is recalled to duty, the employee must, other than in exceptional circumstances, be given a genuine opportunity for having eight continuous hours sleep in the twenty four hour period where there is a recall to duty.
- C16.2 In addition to the eight hours rest relief, the employee must be allowed reasonable time to travel to and from the employee's place of work.
- C16.3 In exceptional circumstances, if an employee is required by the Chief Executive to resume or continue ordinary work time without having the rest relief as set out in subclause C16.1, plus reasonable travelling time, the employee must:
- (a) be paid at 200% of the employee's ordinary hourly rate of pay until the employee is released from duty for that period; and
 - (b) the employee will then be entitled to be absent until the employee has had eight consecutive hours off duty plus reasonable travelling time, without loss of pay for any ordinary working time occurring during that absence.
- C16.4 There is a need for appropriate roster management processes to enable the effective implementation of subclause C16.1.

C17 Emergency Duty

- C17.1 Where an employee is called on duty to meet an emergency at a time when the employee would not ordinarily have been on duty, and no notice of such call was given to the employee prior to ceasing ordinary duty, the employee will be paid for such emergency duty at the rate of double time.
- C17.2 The time for which payment will be made under this clause will include time necessarily spent in travelling to and from duty.
- C17.3 The minimum payment under this clause will be two hours.
- C17.4 The rate of payment for emergency duty will be 200% of the employee's ordinary hourly rate of pay.
- C17.5 This clause does not apply to employees whose duty for the day is varied by alteration of the commencement of the scheduled shift to meet an emergency.

C18 Other Allowances

- C18.1 Expense, disability and skill related allowances provided for in this Agreement are set out in Annex C.
- C18.2 The rates for all allowances provided for in Annex C of this Agreement will be adjusted by the rate of increases in pay in accordance with subclause C2.2.

- C18.3 Despite clause C1, part-time and casual employees who satisfy the requirements for payment of an expense-related allowance will receive the full amount of allowance or payment prescribed in Annex C.
- C18.4 Part-time and casual employees who satisfy the requirements for payment of a disability or skill related allowance under this Agreement will receive the allowance on a proportional basis.
- C18.5 Allowances payable to casual employees under this Agreement are not subject to the loading prescribed in subclause B10.2.
- C18.6 The following allowances, detailed in Annex C, may apply to any ACTPS employee:
- (a) Overtime Meal allowance
 - (b) First Aid allowance
 - (c) Linguistic Availability/Performance allowance
 - (d) Intermittent Driving Duties allowance
 - (e) Excess Fares and Travelling Time
 - (f) Motor Vehicle allowance and Additional Rates of Motor Vehicle allowance

C19 Reimbursement of Reasonable Relocation Expenses

- C19.1 The purpose of this reimbursement is to provide financial assistance to employees recruited from interstate or overseas who are engaged on a permanent or long term temporary basis.
- C19.2 The Chief Executive may approve a reimbursement payment to a prospective employee as the Chief Executive considers is reasonable in the prospective employee's circumstances. The relevant pre-determined ceiling is set out below:

Single with no dependants	\$12,000
Additional payment per dependant (first six dependants)	\$2,000
Additional payment per dependant (seventh and further dependants)	\$1,750

- C19.3 The Chief Executive will inform the prospective employee of the predetermined ceiling prior to the prospective employee's relocation.
- C19.4 In order for a prospective employee to be reimbursed costs, valid receipts must be provided.
- C19.5 For the purposes of this clause, dependant does not require actual financial dependency and includes members of the prospective employee's immediate household including a domestic partner, parent, parent of domestic partner, brother, sister, guardian, foster parent, step-parent, step-brother, half-brother, step-sister, half-sister, child, foster child or step child residing with the employee at the time the offer is made.
- C19.6 The Chief Executive may approve payment in excess of the approved amount or ceiling in exceptional circumstances.
- C19.7 In the event that the employee terminates their employment with the Agency within eighteen months of the date of appointment and does not commence employment with another ACTPS Agency within one month, the employee may be required by the Chief Executive to repay:
- (a) in the case the employee terminates employment within twelve months from the date of appointment – 100% of the relocation reimbursement; or
 - (b) in the case the employee terminates employment more than twelve months and less than eighteen months from the date of appointment – 50% of the relocation reimbursement.

C20 Mature Age Payment

- C20.1 The Chief Executive may approve additional remuneration benefits instead of employer superannuation contributions being made for any of the following employees:
- (a) an employee who is seventy years or older and Commonwealth legislation precludes the payment of employer superannuation contributions for that employee; or
 - (b) an employee is aged between sixty five and seventy years and the employee does not meet the work test (as defined by relevant superannuation legislation and rules)
- where the Chief Executive considers that any such employee has the knowledge, skills and experience that are essential for the Agency to retain.
- C20.2 Chief Minister’s Department will write guidelines for the implementation of this payment during the life of this Agreement.

Section D - Pay Related Matters

D1 Salary Sacrifice Arrangements

- D1.1 Voluntary access to salary sacrifice arrangements will be made available to employees in accordance with policies and guidelines issued by the Commissioner for Public Administration from time to time.
- D1.2 The employee will meet all costs incurred as a result of the salary sacrifice arrangements under these provisions.
- D1.3 The employee's pay for superannuation purposes and severance and termination payments will be the gross pay that the employee would receive if the employee were not taking part in salary sacrifice arrangements.
- D1.4 Changes to salary sacrifice arrangements, including taxation changes, will not be a cause for further claims against the Agency.
- D1.5 The Chief Executive will continue to provide appropriate information to employees concerning salary sacrifice arrangements.
- D1.6 No later than 30 March 2011 the Chief Minister's Department will initiate action to establish the necessary administrative arrangements to introduce salary sacrificing of public transport costs for employees in the Agency.

D2 Special Employment Arrangements

- D2.1 In some special circumstances it may be necessary for the Chief Executive to determine that an employee or group of employees who are covered by this Agreement and who occupy certain positions should have special employment arrangements that may differ from some of the terms and conditions under this Agreement.
- D2.2 The framework under which special employment arrangements may apply during the life of this Agreement is set out in Annex B of this Agreement.

D3 Classification/Work Value Review

- D3.1 An employee, or a group of employees, or the union(s) or other employee representatives, may present a case to request the Chief Executive to undertake a classification/work value review of a position or group of positions.
- D3.2 Where the Chief Executive agrees to such a request it will undertake the review in consultation with the employee(s) and the union(s) or other employee representatives.
- D3.3 Where agreement cannot be reached on the need to conduct the review then the disagreement may be resolved in accordance with the dispute resolution procedure.
- D3.4 Any classification/work value review will take into account market and other relevant comparators, including comparators that are considered pertinent to the skills, competencies and general responsibilities required of the position(s).
- D3.5 These provisions do not affect the right of the Chief Executive to undertake a classification/work value review at its own initiative.

D4 Supported Wage System

- D4.1 Employees who are assessed as eligible to receive a supported wage under subclause D4.2 are to be paid the percentage of pay that corresponds to the employee's assessed productive capacity and the class of work which the person is performing, provided that the minimum amount payable is not to be less than 10% of the second adult point of the ASO 1 pay range per week.
- D4.2 Assessment of productive capacity will be by a representative of the Agency and a representative nominated by the employee or an accredited assessor, in consultation with the employee. The assessment will be recorded in an assessment instrument. The Agency will lodge agreed assessment instruments with FWA. Reviews of assessment of an employee's productive capacity will be conducted annually or earlier on reasonable request consistent with the supported wage system.

D5 Overpayments

- D5.1 An overpayment is any payment in respect of pay, allowance or leave, whether the overpayment is by accident or otherwise, to which the employee is not entitled.
- D5.2 In the event that an employee has received an overpayment, the Agency will recover the overpayment in accordance with this clause.
- D5.3 Where an overpayment has occurred, the Chief Executive will advise the employee in writing, as soon as practicable, of the:
- (a) pay period(s) in which the overpayment occurred; and
 - (b) nature of the overpayment; and
 - (c) gross and net components of the overpayment; and
 - (d) process for recovery of the overpayment; and
 - (e) proposed recovery rate.
- D5.4 The Chief Executive and the employee will agree on a reasonable recovery rate having regard for all of the circumstances prior to any recovery being made. Where agreement cannot be reached subclause D5.7 will apply.
- D5.5 Any such agreement may include recovery of the overpayment by the Agency:
- (a) as a lump sum; or
 - (b) by payroll deduction from pay.
- D5.6 In respect to recovery action it may be agreed with the employee to adjust their leave credits instead of, or in combination with, a cash recovery.
- D5.7 Where the Chief Executive and the employee cannot agree a reasonable recovery rate, the overpayment will be recovered at the rate of up to 10% of the employee's gross fortnightly pay, or such other rate determined by the Chief Executive having regard for all of the circumstances.
- D5.8 Despite subclauses D5.4 and D5.7, the recovery period will not usually exceed twenty six pay periods.
- D5.9 Any outstanding money owing to the Agency when an employee ceases employment is to be recovered by deduction from any final entitlements payable to the employee. If a debt still exists further debt recovery action is to be taken unless the Chief Executive:
- (a) directs the recovery be waived, in part or in full, based on evidence provided by the employee of exceptional circumstance or that such recovery would cause undue hardship; or
 - (b) determines that an overpayment is not recoverable.
- D5.10 Where the Chief Executive determines that an overpayment is not recoverable, the provisions of the Chief Executive Financial Instructions, relating to the waiver and write off of monies, will apply.

D6 Underpayments

- D6.1 Where the Chief Executive agrees that an employee has been underpaid on the employee's ordinary hourly rate of pay, and the employee requests, an offline payment for the amount owing will be made to the employee within three working days of the Chief Executive receiving the request.
- D6.2 Where a shift penalty, overtime payment or higher duties allowance is not made within two pay periods of the appropriate authorisation having been received by the relevant corporate area, and the employee requests, an offline payment for the amount owing will be made to the employee within three working days of the Chief Executive receiving the request.

D7 ACTPS Classification Review and Single Salary Spine

- D7.1 The Chief Minister's Department, in consultation with the Agency, will jointly undertake a review of the classification structure in the ACTPS with nominated union representatives.
- D7.2 The purpose of the review, in order of priority, is to:
- (a) recommend the most effective way of creating a new vocational stream structure, particularly in relation to identified classifications/categories of workers within a building trades stream, metal trades stream, technical professional stream, legal professional stream and a health professional stream;
 - (b) recommend the appropriate market based salary levels for each proposed vocational stream;
 - (c) consider the most effective way of moving to a single salary spine for the ACTPS;
 - (d) simplify and reduce current classifications wherever possible across the ACTPS by taking into account conditions of employment and other relevant comparators, including market rates and comparators that are considered pertinent to the skills, competencies and general responsibilities required of positions; and
 - (e) recommend an implementation process and related transitional arrangements.
- D7.3 Any consultancy engaged to conduct the review will be agreed to between Chief Minister's Department and the unions and all draft reports will be provided to Chief Minister's Department and the unions.
- D7.4 No employee will be disadvantaged by the outcomes of the review.
- D7.5 The review will commence as soon as a project plan is agreed. The plan will include a staging of the review elements which recognises the particular emphasis being given to trades; technical professional; health professional and legal professional fields.
- D7.6 The vocational stream review and the single salary spine review will be completed by 30 June 2011 and the ACTPS classification review by 31 December 2011.
- D7.7 The outcomes of the three reviews will be implemented within the Agency only with joint agreement between the nominated union representatives and the Chief Minister's Department.
- D7.8 If agreement is reached on the implementation process and related transitional arrangements there is nothing to prevent the implementation of some elements of the review's recommendations during the life of this and/or the next enterprise agreement.
- D7.9 In the event that agreement is not reached as per subclause D7.8 then the Agency or any union(s) covered by this Agreement may refer the matter to FWA in accordance with clause H2.

Section E - Flexible Working Arrangements and Employee Support

E1 Work and Life Balance

- E1.1 The ACT Government is committed to the concept of work and life balance and recognises the importance of employees balancing work and personal life.
- E1.2 All employees have commitments outside the workplace. These commitments may relate to family, to the community and to general health and wellbeing. Given the diverse nature of the workforce in the ACT Public Service, it is recognised that employees have different needs at different times.
- E1.3 The Agency recognises the need to provide sufficient support and flexibility at the workplace to assist employees in achieving work and life balance. While family friendly initiatives are important aspects of work and life balance, it is also important that all employees, at all stages in the employees' working lives, are supported through this Agreement.
- E1.4 The manager/supervisor will only deny an employee's request for variation to workplace arrangements provided under this Agreement where there are operational reasons for doing so. Where a request is not approved the manager/supervisor will, if so requested in writing by the employee, provide the reasons for that decision to the employee in writing. Where a request is not approved the manager/supervisor will consult with the employee to determine mutually convenient alternative arrangements.

E2 Request for Flexible Working Arrangements

- E2.1 If the employee's request for flexible working arrangements relates to the care of a child:
(a) under school age; or
(b) under eighteen years of age with a disability;
the request must set out, in writing, the details of the change sought and the reasons for that change.
- E2.2 The manager/supervisor must respond to the request in writing within twenty one days, providing the reasons for their decision.

E3 Employees with Caring Responsibilities

- E3.1 Carers are employees who provide, in addition to the employees' normal family responsibilities, care and support on a regular basis to other family members or other persons who are sick or ageing, have an injury, have a physical or mental illness, or a disability.
- E3.2 Family members may include children, brothers or sisters, domestic partner, parents, grandparents and close relatives. In some cases, employees may be responsible for providing care to a neighbour or a friend who has no one to assist with day-to-day care.
- E3.3 The Agency recognises that carer responsibilities vary considerably, depending on the level of care and assistance required and may be suddenly imposed, or may increase gradually. The Agency also recognises that, generally, employees are able to provide care and assistance outside normal working hours. However, there are times that employees are required to provide more support or assistance because of illness, injury or disability.

- E3.4 To assist employees in balancing work and *carer* responsibilities flexible working and leave arrangements are provided in this Agreement. Examples of these flexible working and leave arrangements include, but are not limited to:
- (a) flexible starting and finishing times;
 - (b) ability to take a few hours off work, and make it up later;
 - (c) access to breast feeding facilities;
 - (d) access to personal leave for caring purposes for members of immediate family or household;
 - (e) home based work on a short or long term basis;
 - (f) part-time work;
 - (g) job sharing;
 - (h) purchased leave;
 - (i) annual leave;
 - (j) long service leave;
 - (k) leave without pay; and
 - (l) leave not provided for elsewhere.
- E3.5 Access to the leave entitlements listed in subclause E3.4 is as provided for in this Agreement and or the *PSM Act* and PSM Standards.

E4 Management of Excessive Hours

- E4.1 The Agency recognises the importance of employees balancing work and personal life. The appropriate balance is a critical element in developing and maintaining healthy and productive workplaces. While it is acknowledged that peak workload periods may necessitate some extra hours being worked by some employees, this should be regarded as the exception rather than the rule.
- E4.2 Managers, supervisors and employees have a responsibility to minimise the extent to which excessive hours are worked. In the circumstances where work pressures result in the employee being required to work, or is likely to work, excessive hours over a significant period, the manager, supervisor and employee together must review workloads and priorities and determine appropriate strategies to address the situation. In doing so, the manager or supervisor will consider and implement one or more of the following strategies to reduce the amount of excessive hours being accumulated:
- (a) review of workloads and priorities;
 - (b) re-allocation of resources;
 - (c) consideration of appropriate arrangements for time off in lieu or other recompense;
 - (d) review staffing levels and/or classifications within the work group.
- E4.3 The Chief Executive will consult with the Agency Consultative Committee about the development and implementation of appropriate strategies to deal with issues associated with both paid and unpaid overtime.

E5 Regular Part-Time Employment

Conversion to Part-Time Employment

- E5.1 A person may be employed in any classification as a permanent part-time officer for an agreed number of regular hours per week that is less than the ordinary weekly hours specified in this Agreement for that relevant classification over a four-week period.
- E5.2 Proposals to reduce hours below full-time employment may be initiated by the Chief Executive for operational reasons or by an officer for personal reasons.
- E5.3 Where an officer initiates a proposal the Chief Executive will have regard to the personal reasons put by the officer in support of the proposal and to the Agency's operational requirements.

- E5.4 The Chief Executive will obtain the written agreement of a full-time officer before the officer converts to part-time.
- E5.5 No pressure will be exerted on full-time officers to convert to part-time employment or to transfer to another position to make way for part-time employment.
- E5.6 The pattern of hours and days and commencement and cessation times for part-time work will be agreed between the officer and the officer's manager/supervisor and recorded in writing.

Variation to Part-Time Hours

- E5.7 Proposals to vary a part-time employment arrangement may be initiated by the Chief Executive for operational reasons or by an officer for personal reasons.
- E5.8 Where an officer initiates a proposal the Chief Executive will, have regard to the personal reasons put by the officer in support of the proposal and to the Agency's operational requirements.
- E5.9 The Chief Executive will obtain the written agreement of the officer before the officer's hours are varied.
- E5.10 No pressure will be exerted on a full-time officer to vary the officer's part-time employment or to transfer to another position to make way for part-time employment.
- E5.11 The pattern of hours and days and commencement and cessation times for part-time work will be agreed between the officer and the officer's manager/supervisor and recorded in writing.

E6 Job Sharing

- E6.1 In this clause employee refers to employees other than casual employees.
- E6.2 Job sharing arrangements may be introduced by agreement between the Chief Executive and the employee involved, subject to operational requirements. Employees working under job sharing arrangements share one full-time job and will be considered to be part-time with each working part-time on a regular, continuing basis.
- E6.3 A full-time employee must request in writing permission to work in a job sharing arrangement. The Chief Executive will agree to reasonable requests for regular job sharing arrangements, subject to operational requirements.
- E6.4 The pattern of hours for the job sharing arrangement will be agreed between the employee and the Chief Executive. However, any single attendance at the office-based worksite will be for not less than three consecutive hours.
- E6.5 The employee who is in a job sharing arrangement and who was previously working full-time may revert to full-time employment before the expiry of the agreed period of job sharing if all parties to the arrangement agree.
- E6.6 In the event that either employee ceases to participate in the job sharing arrangement, the arrangement will terminate.

E7 Permanent Part Time Employment Following Maternity Leave, Primary Caregiver Leave or Parental Leave

- E7.1 Subject to this clause, the Chief Executive will approve an application by an officer employed on a full-time basis who returns to work after accessing maternity leave, primary caregiver leave or parental leave, to work on a part-time basis for a period of up to three years from the birth, adoption of a child or granting of parental responsibility of a foster child.
- E7.2 An application by an officer to access part-time work under this clause will only be approved where the officer agrees, where necessary, to be placed on the Agency’s unattached list.
- E7.3 The maximum aggregate period of part-time employment that may be approved for an officer under subclause E7.1 is seven years.
- E7.4 Either the officer who accesses primary care giver leave under clause F16, or the mother who is entitled to and accesses maternity leave under clause F14 will be entitled to access permanent part-time employment as provided in subclause E7.1.

E8 Home Based Work

- E8.1 The diverse nature of work conducted in the ACTPS lends itself to a range of working environments. From time to time workplaces will include work undertaken in the field and in the home.
- E8.2 Home-based work, on a regular basis, is a voluntary arrangement that requires the agreement of both the Chief Executive and the employee. The Chief Executive will consider requests by employees for home based work, having regard to operational requirements and the suitability of the work.
- E8.3 In determining appropriate home based work arrangements, the Chief Executive and employees will consider a range of matters, including:
- (a) appropriate and effective communication with office based employees; and
 - (b) the need to ensure adequate interaction with colleagues;
 - (c) the nature of the job and operational requirements;
 - (d) privacy and security considerations;
 - (e) health and safety considerations;
 - (f) the effect on clients; and
 - (g) adequate performance monitoring arrangements.
- E8.4 Home based work arrangements may be terminated by the Chief Executive on the basis of operational requirements, inefficiency of the arrangements, or failure of the employee to comply with the arrangements.
- E8.5 An employee may terminate home-based work arrangements at any time by giving reasonable notice to the Chief Executive.
- E8.6 There may also be occasions where it is appropriate for an employee to work from home on an ad hoc basis. In these circumstances, arrangements to work from home are to be negotiated on a case-by-case basis between the employee and the manager/supervisor.
- E8.7 The Agency will provide home computing facilities where an employee and the employee’s manager/supervisor agree there is a need for such facilities. Provision of equipment by the Agency will be subject to occupational health and safety requirements and to an assessment of technical needs by the manager/supervisor.

E9 Employee Assistance Program

- E9.1 As a benefit to employees, the Agency will provide employees and employees' immediate families with access to an independent, confidential and professional counselling service at no cost to the employee.

E10 Scheduling of Meetings

- E10.1 To assist employees to meet the employees' personal responsibilities, where possible, all meetings in the Agency are to be scheduled at times that take into account those responsibilities.

E11 Vacation Childcare Subsidy

- E11.1 This clause applies to an employee (other than a casual employee or a temporary employee who has been engaged by the Agency for a period of less than twelve months) with school age children who makes an application for annual leave, purchased leave or long service leave during school holidays that is rejected. In these circumstances the Chief Executive will make payment to the employee for each calendar year based on:
- (a) fifty two dollars per day towards the cost of each school child enrolled in an accredited school holiday program;
 - (b) up to a maximum of \$260 per child per five days;
 - (c) up to a maximum of ten days per child per year;
 - (d) up to a maximum of three children; and
 - (e) reimbursement on production of a receipt.
- E11.2 An accredited school holiday program is a program approved and/or subsidised by a State, Territory or Local Government.
- E11.3 The payment will apply only on the days when the employee is at work.
- E11.4 The payment will be made regardless of the length of time the child is in the program each day, but it cannot exceed the actual cost incurred.
- E11.5 An employee whose domestic partner receives a similar benefit from the partner's employer is not eligible for the payment.

E12 Family Care Costs

- E12.1 Where an employee is directed to work outside the employee's regular pattern of work, the Chief Executive will authorise reimbursement to the employee by receipt for some or all of the costs of additional family care arrangements.

E13 Nursing Mothers

- E13.1 Employees who are breastfeeding will be provided with the facilities and support necessary to enable such employees to combine a continuation of such breastfeeding with the employee's employment.
- E13.2 Where practicable the Agency will establish and maintain a room for nursing mothers. Where there is no room available another appropriate space may be used.
- E13.3 Up to one hour, per day/shift, paid lactation breaks will be available for nursing mothers.

E14 Transfer of Medically Unfit Staff

- E14.1 This clause does not apply to casual employees.
- E14.2 A medically unfit employee is an employee who is considered by the Chief Executive, in accordance with paragraph (a), sub-section 143(1) of the *PSM Act*, to be an employee who is unable to perform duties appropriate to the employee's classification because of physical or mental incapacity.

- E14.3 Despite the provisions of sub-section 56(3) and paragraphs (c) and (e) of sub-section 65(1) of the *PSM Act*, a medically unfit employee may, by agreement with the employee, be transferred to any position within the employee's current skill level and experience, the classification of which has a maximum pay which does not vary from the top increment of the employee's classification by more or less than 10%.
- E14.4 An employee will not be redeployed in accordance with subclause E14.3 unless there is no suitable vacant position at the employee's substantive classification within the Agency.
- E14.5 In considering any proposed transfer under this clause, the employee may be represented by the union or other employee representative.

E15 Childcare Feasibility Study

- E15.1 A study will be undertaken into the feasibility of establishing childcare facilities for use by ACTPS employees and their families. The study will review earlier reports on the subject and will examine data from ACT and Commonwealth sources. The study may also address related issues, including the effectiveness of the provisions in this Agreement to assist employees in achieving a satisfactory work/life balance.
- E15.2 The terms of reference and methodologies to be used in the study will be developed in consultation with the Agencies, its employees and the union(s). The study will be managed through the Chief Minister's Department. The objective is to begin the study within the March quarter of 2011.

Section F - Leave

F1 Part Time Employees

F1.1 Part time employees are credited and debited leave on a pro-rata basis.

F2 Non-approval of Leave

F2.1 The manager/supervisor will only deny an employee's request for leave provided under this Agreement where there are operational reasons for doing so. Where a request is not approved the manager/supervisor will, if so requested in writing by the employee, provide the reasons for that decision to the employee in writing. Where a request is not approved the manager/supervisor will consult with the employee to determine mutually convenient alternative arrangements.

F3 Leave Below One Day

F3.1 Employees with access to flextime (or TOIL) will use flextime (or TOIL) for all absences of less than one day wherever practicable; however personal leave may still be accessed for these absences.

F4 Personal Leave

Purpose

F4.1 Personal leave is available to employees to enable them to be absent from duty:

- (a) because the employee is unfit for work because of a personal illness, or personal injury;
- (b) to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who is ill or injured;
- (c) in extraordinary circumstances.

F4.2 Personal leave supports the Territory's commitment to a healthy workplace and workforce.

Eligibility

F4.3 Personal leave is available to employees other than casual employees.

Entitlement

F4.4 An employee may be granted personal leave up to their available credit from the first day of service.

F4.5 Personal leave is cumulative and there is no cap on the personal leave balance an employee may accrue.

F4.6 On appointment under the *PSM Act*, officers will have any personal leave credit with an organisation that is recognised for prior service purposes, added to the employee's personal leave credit. In order to be recognised for personal leave purposes, the previous service must have terminated no more than two months prior to the appointment. On the officer's normal accrual date, the officer will then receive personal leave in accordance with subclause F4.8.

F4.7 Except for a short term temporary employee, an employee's personal leave balance will be credited with an equivalent of 3.6 weeks of personal leave on the day they commence with the Territory.

- F4.8 Despite subclause F4.7, from the day of commencement, an employee’s personal leave accrues on a daily basis according to the formula set out below:
 $(A \times B \times D) / C = \text{total hours of leave accrued per day}$
 where:
 A = number of ordinary hours per week worked; and
 B = one where the day counts as service or zero where the day does not count as service;
 C = number of calendar days in the year; and
 D = number of weeks of personal leave an employee is entitled to a year.
- F4.9 The accrual calculated in subclause F4.8 will be credited to the employee on the anniversary of the employee’s commencement.
- F4.10 A short term temporary employee will be credited with one week of personal leave after four weeks continuous service and 0.2 weeks of personal leave for each subsequent four weeks of continuous service up to a maximum of two weeks in the employee’s first twelve months of service.
- F4.11 After twelve months continuous service short-term temporary employees will receive 5.2 weeks of personal leave with pay. For every subsequent twelve months of service, short-term temporary employees will receive personal leave in accordance with subclause F4.8.
- F4.12 A short-term temporary employee subsequently appointed under the *PSM Act* prior to completing twelve months service will be credited with 3.6 weeks of personal leave less any personal leave with pay granted under subclause F4.10. For subsequent accruals that short-term temporary employee will receive personal leave on the same basis as an officer on the anniversary of the commencement of their employment.
- F4.13 Temporary employees are not entitled to anticipate personal leave but may be granted up to an aggregate of twenty days without pay in the first twelve months.
- F4.14 An employee in receipt of workers compensation for more than forty five weeks will accrue personal leave on the basis of hours actually worked.
- F4.15 Where credits have been exhausted, the Chief Executive may grant an employee a period of unpaid personal leave for personal illness or injury or for the care of a member of the employee’s immediate family or household who is sick.
- F4.16 Despite subclause F4.15, the Chief Executive may allow an officer, in the first ten years of service, when the officer provides documentary evidence that the officer has a personal illness or injury, to anticipate one year’s personal leave accrual where all full pay credits are exhausted.
- F4.17 The Chief Executive may, where such treatment is justified, grant an officer who has completed ten years of service an additional period of paid personal leave for personal illness or injury. This leave may be at either full or half pay.
- F4.18 Unused personal leave credit will not be paid out on cessation of employment.
- Evidence and Conditions***
- F4.19 An employee should discuss with their manager/supervisor, as soon practicable, their intention to be absent on personal leave.
- F4.20 The Chief Executive may grant personal leave if they are satisfied there is sufficient cause, having considered any requested or required documentary evidence.

- F4.21 The Chief Executive will accept the following documentary evidence as proof of personal illness or injury or the need to care for a member of the employee’s immediate family or household who is sick:
- (a) a certificate from a registered health professional who is operating within their scope of practice; or
 - (b) a statutory declaration made by the employee if it is not reasonably practicable for the employee to give the Chief Executive a certificate.
- F4.22 If documentary evidence is not produced when an employee applies for leave, the Chief Executive may grant personal leave up to three consecutive working days with pay, to a maximum of seven working days in any accrual year. Absences for personal leave without documentary evidence in excess of three consecutive days, or seven days in any accrual year are unauthorised and will be without pay.
- F4.23 The Chief Executive may, with reasonable cause, request the employee to provide a medical certificate from a registered medical practitioner or a statutory declaration for any absence from duty on personal leave at the time of notification of the absence.
- F4.24 Paid personal leave may be granted up to an employee’s available personal leave credit.
- F4.25 Subject to the production of documentary evidence, a Chief Executive may grant an employee further absence for personal illness or injury provided the additional period of personal leave is granted without pay. However, any such leave without pay that goes beyond a maximum continuous period of combined paid and unpaid personal leave of 78 weeks will not count as service for any purpose.
- F4.26 The Chief Executive must not grant personal leave for an absence caused by the misconduct of the employee. The Chief Executive may determine that an absence caused by the misconduct does not count as service for any purpose.
- F4.27 A Chief Executive must approve an application for up to five days personal leave applied for in conjunction with a period of bonding leave.
- F4.28 The Chief Executive may refer an employee for a medical examination by a nominated registered medical practitioner at any time for reasons including where:
- (a) the Chief Executive is concerned about the wellbeing of an employee and considers that the health of the employee is affecting the employee’s ability to adequately perform their duties;
 - (b) the Chief Executive considers that documentary evidence supplied in support of an absence due to personal illness or injury is inadequate; or
 - (c) the employee has been absent on account of illness for a total of thirteen weeks in any twenty six week period.
- F4.29 The Chief Executive may require the employee to take personal leave after considering the results of a medical examination requested by the Chief Executive.

Rate of Payment

- F4.30 Personal leave will be granted with pay except where it is granted without pay under subclauses:
- (a) F4.15; or
 - (b) F4.25.
- F4.31 Subject to the approval of the Chief Executive, an employee may request to use personal leave at half pay for absences of at least one week. Such absences will be deducted from the employee’s accrued credits at a rate of 50% of the period of absence.
- F4.32 Any personal leave taken must be deducted from the employee’s credit.

Effect on Other Entitlements

- F4.33 Personal leave with pay will count as service for all purposes.
- F4.34 Personal leave without pay, other than provided for at subclause F4.25, will count as service for all purposes.
- F4.35 Where an employee is absent on paid personal leave and a public holiday for which the employee is entitled to be paid falls within that period of absence:
- (a) the employee will be paid as a normal public holiday for that day; and
 - (b) the public holiday will not be deducted from the employee's personal leave credits.
- F4.36 While personal leave will not be deducted over the Christmas shutdown period, the Christmas shutdown does not break continuity of the period of absence in relation to the maximum period/s of leave under subclause F4.25.

Access to Other Leave Entitlements

- F4.37 An employee who suffers personal illness or injury, or cares for a member of the employee's immediate family or household who is sick, for one day or longer while on:
- (a) annual leave; or
 - (b) long service leave; or
 - (c) unpaid maternity leave; or
 - (d) unpaid parental leave; or
 - (e) grandparental leave; and
- who produces a certificate from a registered health professional operating within their scope of practice, may apply for personal leave.
- F4.38 An employee who produces a certificate from a registered health professional, who is operating within their scope of practice, may apply for personal leave for personal illness or injury, for one day or longer whilst on purchased leave.
- F4.39 Where an employee is on a form of leave specified in subclauses F4.37 or F4.38 and:
- (a) the employee is subsequently granted personal leave in accordance with subclause F4.37 or F4.38; and
 - (b) the personal leave falls within a part or all of the period of the other form of leave then that other leave will be re-credited for that period of the personal leave that falls within the period of the other leave.
- F4.40 An employee cannot access paid personal leave while on paid maternity leave or primary care giver's leave, but can apply for personal leave during unpaid maternity leave or parental leave.
- F4.41 If the employee has exhausted all paid personal leave, personal leave without pay cannot be substituted for unpaid maternity leave.
- F4.42 If an ill or injured employee exhausts the employee's paid personal leave entitlement and produces documentary evidence, as per subclause F4.21, as evidence of continuing personal illness or injury, the employee may apply to the Chief Executive for approval to take annual leave or long service leave. If approved, this leave will not break the continuity of the 78 weeks under subclause F4.25.

F5 Personal Leave in Extraordinary Circumstances

- F5.1 Employees, other than casual employees, are eligible to personal leave in extraordinary circumstances.
- F5.2 Personal leave in extraordinary circumstances, is non-cumulative and if granted is deducted from the employees personal leave balance.

- F5.3 The Chief Executive may grant a maximum of four days of personal leave other than for personal illness or the care of the employee's immediate household who is sick in extraordinary circumstances in an accrual year, in extraordinary, unforeseen or unexpected circumstances where it is essential that the employee have leave from the workplace. These four days are in addition to the seven days personal leave without documentary evidence.
- F5.4 While personal leave in extraordinary circumstances does not normally require documentary evidence, the Chief Executive may request reasonable evidence before granting the leave.
- F5.5 Personal leave in extraordinary circumstances will be granted with pay.

F6 Infectious Disease Circumstances

- F6.1 Where an employee is prevented from attending for duty under the *Public Health Act 1997*, the Chief Executive may grant that employee personal leave during that period.
- F6.2 The employee may also apply for the absence or a part of it to be deducted from their annual leave credit.

F7 Annual Leave

Purpose

- F7.1 Annual leave is available to employees to enable them to be absent from duty for the purposes of rest and recreation.

Eligibility

- F7.2 Annual leave is available to employees other than casual employees.

Entitlement

- F7.3 An employee may be granted annual leave up to their available credit from the first day of service.
- F7.4 Annual leave is cumulative.
- F7.5 An employee's annual leave credit accrues on a daily basis according to the formula set out below:

$$(A \times B \times D) / C = \text{total hours of leave accrued per day}$$
 where:
 A = number of ordinary hours per week worked; and
 B = one where the day counts as service or zero where the day does not count as service or is an unauthorised absence;
 C = number of calendar days in the year; and
 D = number of weeks of annual leave an employee is entitled to a year.
- F7.6 For the purpose of subclause F7.5 the basic leave entitlement is:
 (a) in the case of 36.75 hour workers, 147 hours annual leave for each full year worked; or
 (b) in the case of 38 hour workers, 152 hours annual leave for each full year worked.
- F7.7 Shift workers who are regularly rostered to work on Sunday and work at least ten Sundays in a year will be entitled to an additional five days of paid annual leave per year
- F7.8 Shift workers rostered to work on less than ten Sundays during which annual leave will accrue will be entitled to additional annual leave at the rate of one tenth of a working week for each Sunday so rostered.
- F7.9 If an employee moves from one ACTPS Agency to another, annual leave accrued with the first Agency will transfer to the second Agency.

- F7.10 An annual leave credit does not accrue to an employee if the employee is absent from duty on leave for specified defence service, or full-time defence service. If the employee resumes duty after a period of specified defence service, annual leave will accrue from the date the employee resumes duty.
- F7.11 Employees will receive payment on separation from the Agency of any unused annual leave entitlement.

Evidence and Conditions

- F7.12 Employees are encouraged to use their annual leave in the year that it accrues, and to this end should discuss their leave intentions with their manager/supervisor as soon as practicable.
- F7.13 An employee must make an application to the Chief Executive to access their annual leave entitlement.
- F7.14 Having considered the requirements of this clause the Chief Executive may approve an employee's application to access annual leave.
- F7.15 The Chief Executive should approve an employee's application to take annual leave, subject to operational requirements.
- F7.16 If the Chief Executive does not approve an employee's application for annual leave because of operational requirements, the Chief Executive will consult with the employee to determine a mutually convenient alternative time (or times) for the employee to take the leave.
- F7.17 The Chief Executive must, unless there are exceptional operational circumstances, approve an application for annual leave if it would enable an employee to reduce their annual leave credit below two and a half years worth of annual leave credit. However, in the case of exceptional operational circumstances, the Chief Executive will consult with the employee to determine the time (or times) for the annual leave to be taken that is mutually convenient to both the administrative unit and the employee.
- F7.18 If an employee's annual leave is cancelled without reasonable notice, or an employee is recalled to duty from leave, the employee will be entitled to be reimbursed reasonable travel costs and incidental expenses not otherwise recoverable under any insurance or from any other source.
- F7.19 If the operations of the Agency, or part of the Agency, are suspended at Christmas or another holiday period, the Chief Executive may direct an employee to take annual leave at a time that is convenient to the working of the Agency, whether or not an application for leave has been made. However, this does not affect any other entitlements to leave under this Agreement.
- F7.20 If an employee has accrued two years worth of annual leave credits and unless exceptional operational circumstances exist, the employee and relevant manager/supervisor must agree, and implement an annual leave usage plan to ensure the employee's accrued leave credit will not exceed a two and a half years worth of annual leave credit.
- F7.21 If an employee does not agree to a reasonable annual leave usage plan the Chief Executive may direct an employee who has accrued two and a half years worth of annual leave credit to take annual leave to the extent that the employee's annual leave credit exceeds two and a half years worth of credit, subject to giving the employee one calendar month notice. This clause does not apply to an employee who is on graduated return to work following compensation leave.

- F7.22 An employee who has an annual leave credit in excess of 2.5 years of entitlement:
- (a) at the commencement of the Agreement; or
 - (b) on joining, or returning to, the Agency; or
 - (c) on returning to duty from compensation leave;
- will have twelve months to reduce the employee’s annual leave balance to 2.5 years of entitlement or below.
- F7.23 An employee may not be directed under subclause F7.21 to take annual leave where the employee has made an application for a period of annual leave equal to or greater than the period specified in subclause F7.21 in the past six months and the application was not approved. The manager/supervisor and the employee may agree to vary an annual leave usage plan.
- F7.24 Annual leave may be granted at half pay with credits to be deducted on the same basis.

Rate of Payment

- F7.25 Annual leave will be granted with pay.
- F7.26 Payment for the annual leave will be based on the employee’s ordinary hourly rate of pay, including allowances that count for all purposes for the time the leave is taken. If an employee is being paid HDA before going on paid leave and would have continued to receive HDA had they not taken leave then the employee is entitled to payment of HDA during the leave.

Effect on Other Entitlements

- F7.27 Annual leave will count as service for all purposes.
- F7.28 Public holidays for which the employee is entitled to payment that fall during periods of absence on annual leave will be paid as a normal public holiday and will not be deducted from the employee’s annual leave balance.

Access to other Leave Entitlements

- F7.29 If personal leave is granted to the employee annual leave will be re-credited for the period of paid personal leave granted.
- F7.30 Subject to the approval of the Chief Executive, an employee who is on unpaid leave may be granted annual leave during that period, unless otherwise stated in this Agreement.
- F7.31 If an employee is prevented from attending for duty under the *Public Health Act 1997*, the Chief Executive may grant annual leave during that period.

Payment in Lieu of Annual Leave

- F7.32 An employee may cash out up to two weeks of the employee’s annual leave credit where that credit has exceeded two years accumulated leave subject to the following:
- (a) the employee providing the Chief Executive with a written election to do so;
 - (b) the Chief Executive authorising the election; and
 - (c) the employee taking at least one week of annual leave in conjunction with this entitlement or the employee has taken at least one week of annual leave in the past six months.
- F7.33 An employee may only cash out annual leave in accordance with subclause F7.32 once during each twelve-month period.
- F7.34 Payment in lieu of annual leave will be based on the employee’s ordinary hourly rate of pay, including allowances that count for all purposes at the date of application. The cash out payment will be based on the pay that the employee would have received for a notional period of leave equal to the credit being cashed out on the day the application is made.

F8 Annual Leave Loading

Purpose

- F8.1 Annual leave loading is available to employees to provide monetary assistance while they are on annual leave.

Eligibility

- F8.2 Employees who accrue annual leave under clause F7 are entitled to an annual leave loading. Part time employees will be paid the annual leave loading on a pro rata basis.

Entitlement

- F8.3 Where an employee's entitlement is based on paragraph F8.7(a), the leave loading payable is subject to a maximum payment. This maximum payment is the equivalent of the Australian Bureau of Statistics' male average weekly total earnings for the August quarter of the year before the year in which the date of accrual occurs. Where the leave accrual is less than for a full year, this maximum is applied on a pro rata basis.
- F8.4 An employee whose employment ceases and who is entitled to payment of accumulated annual leave or pro rata annual leave will be paid any accrued annual leave loading not yet paid and leave loading on pro rata annual leave entitlement due on separation.

Evidence and Conditions

- F8.5 Annual leave loading accrued will be paid at such a time as the employee nominates, by making a written request to the Chief Executive.
- F8.6 Any unpaid annual leave loading accrued by employees will be paid on the first payday in December following its accrual.

Rate of Payment

- F8.7 The amount of an employee's entitlement under subclause F8.2 will be based on whichever is the greater of the following:
- (a) subject to subclause F8.3, 17.5 per cent of the employee's ordinary hourly rate of pay on 1 January multiplied by the number of hours of annual leave accrued during the preceding calendar year (excluding shift penalties); or
 - (b) any shift penalties that the employee would have received had the employee not been on approved annual leave.

F9 Purchased Leave

Purpose

- F9.1 Purchased leave is available to employees to enable them to be absent from duty to support their work/life balance.

Eligibility

- F9.2 Employees, other than casual employees, are eligible to purchase leave.

Entitlement

- F9.3 Employees may purchase leave in addition to the employee's usual annual leave entitlement, up to a maximum of twelve weeks in any twelve month period, subject to approval.

- F9.4 An employee may apply, at any time, to the Chief Executive for approval to participate in the purchased leave scheme.
- F9.5 The application must specify the amount of leave to be purchased in whole weeks up to a maximum of twelve weeks in any twelve month period, and the period over which the additional leave is to be acquitted.
- F9.6 Approval by the Chief Executive for an employee to purchase and use purchased leave, is subject to both the operational requirements of the workplace and the personal responsibilities of the employee.
- F9.7 Approval to purchase additional leave will not be given where an employee has an annual leave balance of two and a half years worth of annual leave credit or more, except where the employee intends to use all excess annual leave credit before taking purchased leave.
- F9.8 Once an employee commences participation in the scheme, the employee may only opt out of the scheme before the expiration of the agreed acquittal period, where:
- (a) the employee can demonstrate, in writing, that exceptional circumstances exist, such as unforeseen financial hardship, and the relevant manager agrees; or
 - (b) the employee's employment with the Agency ceases before the expiration of the agreed acquittal period; or
 - (c) the employee proceeds on paid maternity or primary care giver leave.
- F9.9 If an employee transfers from one ACTPS Agency to another ACTPS Agency during the agreed acquittal period, the employee's continuation in the purchased leave scheme will be subject to the separate approval of the Chief Executive of the gaining Agency. Where such approval is not given, any money owing to the employee in respect of purchased leave not taken will be refunded to the employee as soon as practicable. Any shortfall in pay payments will be deducted from monies owing to the employee.
- Evidence and Conditions***
- F9.10 An employee should discuss with their manager/supervisor, as soon practicable, their intention to be absent on purchased leave.
- F9.11 An employee must make an application to the Chief Executive to access their purchased leave entitlement.
- F9.12 Having considered the requirements of this clause the Chief Executive may approve an employee's application to access purchased leave. A decision not to approve the leave will be taken in accordance with subclause F2.1.
- F9.13 Approval by the Chief Executive to grant purchased leave will be subject to the operational requirements of the workplace, the personal responsibilities of the employee and appropriate periods of notice.
- F9.14 A minimum of one week of purchased leave must be taken at any one time unless the remaining balance is less than one week or the Chief Executive is satisfied, on evidence presented, there are exceptional circumstances which warrant purchased leave being taken in shorter periods.
- F9.15 Purchased leave must be used within the agreed acquittal period, not exceeding twelve months from the date of commencement in the scheme. Purchased leave not taken within the agreed acquittal period will be forfeited and the value of the leave refunded to the employee at the end of the acquittal period.

Rate of Payment

- F9.16 While an employee is on a period of purchased leave the employee will be paid at the rate of pay used to calculate the employee's deduction.
- F9.17 Purchased leave will be paid for by a fortnightly deduction from the employee's pay over an agreed acquittal period not exceeding twelve months from the date the employee commences participation in the scheme.
- F9.18 Fortnightly deductions, from the employee's pay, will commence as soon as practicable following approval of the employee's application to participate in the purchased leave scheme. The deductions will be calculated on the employee's pay at the date of commencement of participation in the scheme, the amount of leave to be purchased and the agreed acquittal period.
- F9.19 Despite F9.18, if the employee's pay changes during the acquittal period the employee may seek approval for the deduction to be recalculated.
- F9.20 Fortnightly tax deductions will be calculated on the employee's gross pay after the deduction has been made for purchased leave.
- F9.21 Subject to subclause F9.22, allowances in the nature of pay may be included in the calculation of purchased leave payments where:
- (a) the Chief Executive and the employee agree any or all of these allowances are appropriate; and
 - (b) there is the likelihood the allowance will continue to be received over the duration of the acquittal period.
- F9.22 Disability allowances, which are paid according to the hours worked, cannot be included for the purposes of calculating purchased leave payments.

Effect on Other Entitlements

- F9.23 Leave taken as purchased leave will count as service for all purposes.
- F9.24 Public Holidays for which the employee is entitled to payment that fall during periods of absence on purchased leave will be paid as a normal public holiday and will not be deducted from the employee's purchased leave balance.
- F9.25 Purchased leave will not affect the payment and timing of pay increments or the accrual of other forms of leave.
- F9.26 The purchase of additional leave under this clause will not affect the superannuation obligations of the Agency and/or the employee involved.

Access to other Leave Entitlements

- F9.27 Where an employee provides a certificate from a registered health professional operating within their scope of practice for a personal illness occurring during a period of absence on purchased leave, the employee will have the purchased leave re-credited for that period covered by the certificate, and substituted by personal leave.
- F9.28 An employee participating in the scheme who proceeds on paid maternity or primary care giver's leave will elect to, either:
- (a) exit the purchased leave scheme and have any money owing refunded; or
 - (b) subject to subclause F9.29, remain in the scheme and have pay deductions continue during the period of paid maternity or primary care giver's leave.

- F9.29 Purchased leave taken during an employee’s absence on maternity or primary care giver’s leave will not extend the employee’s total period of maternity leave or primary care giver’s leave.
- F9.30 An employee participating in the scheme who is in receipt of paid workers’ compensation will have pay deductions for purchased leave continue. Normal conditions for purchased leave will apply for employees on graduated return to work programs; however entry into the scheme should be discussed with the rehabilitation case manager.

F10 Public Holidays

Eligibility

- F10.1 Public holidays are available to employees other than casual employees.

Entitlement

- F10.2 Employees are entitled to be absent from duty, in accordance with the *Holidays Act 1958*, on the following days:
- (a) 1 January (New Year’s day), or, if that day falls on a Saturday or Sunday, the following Monday;
 - (b) 26 January (Australia Day), or, if that day falls on a Saturday or Sunday, the following Monday;
 - (c) the 2nd Monday in March (Canberra Day);
 - (d) Good Friday;
 - (e) the Saturday following Good Friday;
 - (f) the Monday following Good Friday;
 - (g) 25 April (Anzac Day), or, if that day falls on a Saturday or Sunday, the following Monday;
 - (h) the 2nd Monday in June (the day for the observance of the anniversary of the birthday of the Sovereign);
 - (i) Family and Community Day;
 - (j) the 1st Monday in October (Labour Day);
 - (k) Christmas Day, or, if that day falls on a Saturday or Sunday, the following Monday;
 - (l) 26 December (Boxing Day), or—if that day falls on a Saturday—the following Monday; or if that day falls on a Sunday or Monday—the following Tuesday;
 - (m) any other day, or a part of any other day, declared to be a public holiday in the ACT in accordance with the *Holidays Act 1958*; and, in addition,
 - (n) the next working day after Boxing Day;
 - (o) any other day, or part of any day, declared to be a holiday by the Commissioner for Public Administration.

Rate of Payment

- F10.3 A public holiday is granted with pay.
- F10.4 A part time employee whose regular part time hours do not fall on a public holiday will not be paid for that public holiday.
- F10.5 An employee will not be paid for a public holiday which occurs during a period of leave without pay.
- F10.6 If a public holiday occurs on the day immediately before or immediately after an employee is on a period of leave without pay the employee is entitled to be paid for the public holiday.

Effect on Other Entitlements

- F10.7 Public holidays count as service for all purposes.
- F10.8 A public holiday will not count as service if it occurs while the employee is on a period of leave not to count as service.

F11 Christmas Shutdown

Purpose

F11.1 For operational efficiency and the wellbeing of employees.

Eligibility

F11.2 Christmas shutdown is available to employees other than casual employees.

Entitlement

F11.3 Employees are entitled to two days of leave during the Christmas shutdown period, which are the working days between 28 December and 31 December inclusive.

F11.4 Only those employees who are directed or rostered to work during this period may attend for work over the Christmas shutdown period.

F11.5 Employees who are working during the Christmas shutdown period will be entitled to either:

- (a) take paid absence equivalent to the time worked at a time agreed between the employee and the relevant manager/supervisor; or
- (b) elect to receive a payment equivalent to the time worked at a rate equal to the pay the employee received for working, or would have received had the employee worked.

F11.6 Part time employees whose regular part time hours do not fall during the Christmas shutdown period will not be entitled to the additional two days of paid leave. Nothing in this clause is intended to reduce or increase a part time employee's pay entitlement for the pay period in which the Christmas shutdown period falls.

Rate of Payment

F11.7 Christmas shutdown leave is granted with pay.

Effect on Other Entitlements

F11.8 Christmas shutdown leave counts as service for all purposes.

F11.9 Where an employee is required to work overtime on either of the Christmas shutdown days the employee will be entitled to receive payment. These days are not public holidays and therefore public holiday rates do not apply.

F12 Compassionate Leave

Purpose

F12.1 Compassionate leave is available to employees to enable them be absent from duty when a member of an employee's immediate family or household:

- (a) has a personal illness or injury that poses a serious threat to the person's life; or
- (b) dies.

Eligibility

F12.2 Compassionate leave is available to all employees.

Entitlement

F12.3 An employee may be granted compassionate leave from the first day of service.

F12.4 Compassionate leave is non-cumulative.

F12.5 Employees are entitled to up to five days of compassionate leave on each occasion of the death of a member of the employee’s immediate family or household. The Chief Executive may grant an additional paid or unpaid period of compassionate leave for this purpose.

F12.6 Employees are entitled to up to two days of compassionate leave on each occasion of personal illness or injury of a member of the employee’s immediate family or household that poses a serious threat to the person’s life. The Chief Executive may grant an additional paid or unpaid period of compassionate leave for this purpose.

Evidence and Conditions

F12.7 The employee should discuss with their manager/supervisor, as soon as practicable, their absence or intention to be absent on compassionate leave.

F12.8 An employee must make an application to the Chief Executive to access compassionate leave.

F12.9 The Chief Executive may request evidence that would satisfy a reasonable person that an application for compassionate leave is for a purpose specified in subclause F12.1.

F12.10 Having met the requirements of this clause, the Chief Executive will approve an employee’s application to access compassionate leave.

F12.11 If the employee has not provided the evidence requested under subclause F12.9, a decision not to approve the leave may be taken.

Rate of Payment

F12.12 Compassionate leave will be granted with pay, except for casual employees and except where it is granted without pay under subclause F12.5 or F12.6.

Effect on Other Entitlements

F12.13 Compassionate leave with pay will count as service for all purposes.

F12.14 Public Holidays for which the employee is entitled to payment that fall during periods of absence on paid compassionate leave will be paid as a normal public holiday and will not be considered an absence on compassionate leave.

F12.15 Compassionate leave that is granted under subclause F12.5 is not deducted from an employee’s personal leave balance.

F12.16 Compassionate leave that is granted under subclause F12.6 is deducted from an employee’s personal leave balance.

Access to Other Leave Entitlements

F12.17 If compassionate leave of at least one day is granted while an employee is absent on another type of leave, the other type of leave will be re-credited for the period of the absence on compassionate leave.

F13 Community Service Leave

Purpose

F13.1 Community service leave is available to employees to allow them to be absent from the workplace to engage in the following community service activities:

- (a) jury service (including attendance for jury selection) that is required by or under a law of the Commonwealth, a State or a Territory; or
- (b) a voluntary emergency management activity; or
- (c) other recognised voluntary community service activity.

Jury Service

Eligibility

F13.2 Community service leave for jury service is available to all employees.

Entitlement

F13.3 Community service leave for jury service is non-cumulative.

Evidence and Conditions

F13.4 Although the granting of community service leave for jury service is deemed to be approved, an employee must:

- (a) submit a leave application for the period of the absence; and
- (b) provide sufficient documentary evidence of the reason for the absence.

F13.5 The employee should discuss with their manager/supervisor their intention to be absent on community service leave for jury service.

Rate of Payment

F13.6 Community service leave for jury service will be granted with pay to employees other than casual employees.

F13.7 If the employee is paid jury fees, this amount must be deducted from the employee's pay less reasonable out-of-pocket expenses.

Effect on Other Entitlements

F13.8 Community service leave for jury service will count as service for all purposes.

F13.9 Public holidays for which the employee is entitled to payment that fall during periods of absence on paid community service leave for jury service will be paid as a normal public holiday and will not be considered to be community service leave for jury service.

Voluntary Emergency Management

Eligibility

F13.10 An employee who is a member of a relevant emergency service, including:

- (a) a State or Territory Emergency Service;
- (b) a fire-fighting service;
- (c) a search and rescue unit; or
- (d) other volunteer service performing similar functions

is eligible for community service leave for voluntary emergency management.

F13.11 A casual employee who is a member of a relevant emergency service is eligible to unpaid community service leave for voluntary emergency management service.

Entitlement

F13.12 Eligible employees are entitled to be absent on unpaid leave to engage in a voluntary emergency management activities, subject to operational requirements in the workplace.

F13.13 Eligible employees, other than casual employees, are eligible for up to four days paid community service leave for voluntary emergency management per emergency.

F13.14 Community service leave for voluntary emergency management is non-cumulative.

Evidence and Conditions

- F13.15 An employee should discuss their intention to be absent on paid or unpaid community service for voluntary emergency management with their manager/supervisor as soon as practicable, which may be a time after the absence has started. The employee must advise the manager/supervisor of the period, or expected period, of the absence.
- F13.16 An employee must make an application to the Chief Executive to access their paid community service leave for voluntary emergency management entitlement.
- F13.17 The employee must, if requested by the Chief Executive, provide sufficient documentary evidence of the reason for the absence.
- F13.18 The Chief Executive may grant paid community service leave for voluntary emergency management to enable the employee to fulfil an obligation in the event of a civil emergency.
- F13.19 Having considered the requirements of this clause the Chief Executive may approve an employee's application to access paid community service leave for voluntary emergency management. A decision not to approve the leave will be taken in accordance with subclause F2.1.

Rate of Payment

- F13.20 Paid leave granted for community service leave for voluntary emergency management is paid at the employee's ordinary hourly rate of pay.

Effect on Other Entitlements

- F13.21 A period of recognised community service leave for voluntary emergency management will count as service for all purposes.
- F13.22 Public holidays for which the employee is entitled to payment that fall during periods of absence on paid community service leave for voluntary emergency management will be paid as a normal public holiday and will not be considered to be community service leave for voluntary emergency management.

Additional Leave

- F13.23 Additional paid leave may be approved by the Chief Executive for any voluntary emergency management duties required to be performed by an employee who is a member of a State or Territory Emergency Service.

Voluntary Community Service***Eligibility***

- F13.24 Community service leave for voluntary community service is available to all employees.

Entitlement

- F13.25 Employees, other than casual employees, are entitled to up to three days of paid leave for community service leave to engage in a recognised voluntary community service activity within a twelve month period.
- F13.26 Community service leave for voluntary community service is non-cumulative.
- F13.27 An employee may be granted unpaid community service leave to engage in a recognised voluntary community service activity, subject to operational requirements in the workplace.

Evidence and Conditions

- F13.28 An employee should discuss their intention to be absent on community service leave for voluntary community service, as soon as practicable, with their manager/supervisor.
- F13.29 An employee must make an application to the Chief Executive to access their community service leave for voluntary community service entitlement.
- F13.30 The Chief Executive may request sufficient documentary evidence of the reason for the absence.
- F13.31 In considering an application from an employee for paid leave to engage in a voluntary community service activity, the Chief Executive must consider whether:
- (a) the activity is a recognised voluntary activity; and
 - (b) the community organisation or project is an acceptable organisation or project as defined in the Agency’s guidelines; and
 - (c) there is a risk the activity would place the employee in a real or perceived conflict of interest.
- F13.32 Leave for a voluntary community service activity must not be approved for activities which:
- (a) involve any payment in cash or kind for the duties performed by the employee; or
 - (b) replace work ordinarily undertaken by a paid worker; or
 - (c) are undertaken solely for direct personal benefit of the employee; or
 - (d) place the employee in a conflict of interest situation; or
 - (e) are primarily focussed on promoting particular religious or political views; or
 - (f) involves work which does not have a community focus.
- F13.33 Having considered the requirements of this clause the Chief Executive may approve an employee’s application to access paid or unpaid community service leave for voluntary community service.
- F13.34 A decision not to approve the leave will be taken in accordance with subclause F2.1.

Rate of Payment

- F13.35 Community service leave for voluntary community service is granted with pay for the first three days leave in a twelve month period to all employees except casual employees.

Effect on Other Entitlements

- F13.36 Community service leave for voluntary community service will count as service for all purposes up to a maximum of twenty three days in any twelve month period.
- F13.37 Where the Chief Executive has approved a request for unpaid community service leave for voluntary community service exceeding twenty days in a twelve month period, this leave in excess of twenty days will not count as service.
- F13.38 Public holidays for which the employee is entitled to payment that fall during periods of absence on paid community service leave for voluntary community service will be paid as a normal public holiday and will not be considered to be community service leave for voluntary community service.

Access to Other Leave Entitlements

- F13.39 Leave granted under this provision may be taken in combination with approved annual or long service leave.

F14 Maternity Leave

Purpose

- F14.1 Maternity leave is available to pregnant employees to enable them to be absent from duty to:
- (a) support her own wellbeing and to care for and bond with a new born child; and
 - (b) support the protection of the family and children under the *Human Rights Act 2004*; and
 - (c) support the employee's right to continuity of service.

Eligibility

- F14.2 An employee who is pregnant is eligible to be absent on maternity leave.
- F14.3 An employee is eligible for maternity leave where termination of the pregnancy occurs within twenty weeks of the expected date of birth of the child. Where an employee's pregnancy terminates more than twenty weeks before the expected date of birth of the child any maternity leave which has been prospectively approved will be cancelled.

Eligibility – Paid Maternity Leave

- F14.4 An employee who is eligible for maternity leave and who has completed twelve months of service, including recognised prior service, is eligible for paid maternity leave.
- F14.5 An employee who is eligible for maternity leave and who completes twelve months of service within the first eighteen weeks of maternity leave is eligible for paid maternity leave for the period between completing twelve months of service and the end of the first eighteen weeks of maternity leave.
- F14.6 An employee who is eligible for maternity leave and who is on approved leave without pay is eligible for paid maternity leave for the period between completing the approved period of leave without pay and the end of the first eighteen weeks of maternity leave.

Entitlement

- F14.7 An eligible employee is entitled to be absent for up to fifty two weeks maternity leave for each pregnancy.
- F14.8 Subject to subclause F14.4, an employee who is eligible for paid maternity leave is entitled to be paid for the first eighteen weeks of maternity leave.
- F14.9 Maternity leave is non-cumulative.
- F14.10 Subject to subclauses F14.12 and F14.13, an employee who is eligible for maternity leave must absent herself from duty for a period commencing six weeks prior to the expected date of birth of the child and ending six weeks after the actual date of birth of the child.
- F14.11 An eligible employee's period of maternity leave will commence:
- (a) subject to subclause F14.12, six weeks prior to the expected date of birth of the child; or
 - (b) on the birth of the child if this occurs earlier than six weeks prior to the expected date of birth of the child; or
 - (c) on the date of confinement of the employee where termination of the pregnancy occurs within twenty weeks of the expected date of birth of the child; or
 - (d) for all other eligible employees, on the first day of paid maternity leave.
- F14.12 An employee who produces medical evidence from a registered medical practitioner that she is fit for duty until a date less than six weeks prior to the expected date of birth of the child may continue to work up until a date recommended by the medical practitioner, subject to the approval of the Chief Executive.

- F14.13 An employee who has given birth to a child and produces medical evidence from a registered medical practitioner that she is fit for duty from a date less than six weeks after the date of birth of the child may resume duty on a date recommended by the medical practitioner, subject to the approval of the Chief Executive.
- F14.14 An employee who has given birth to a child may resume duty following the end of the six week period after the birth of the child and earlier than the end of the approved period of maternity leave subject to the approval of the Chief Executive.
- F14.15 An employee is entitled to return to work in accordance with the provisions in the National Employment Standards.

Evidence and Conditions

- F14.16 An employee must give notice to their manager/supervisor as soon as practicable of their intention to be absent on maternity leave.
- F14.17 Maternity leave is deemed to be approved; however an employee must submit an application to the Chief Executive for any period of maternity leave. Having considered the requirements of this clause the Chief Executive will approve an employee’s application to access maternity leave.
- F14.18 Prior to commencing maternity leave an employee will provide the Chief Executive with evidence of her pregnancy and the expected date of birth from a registered health professional who is operating within their scope of practice.
- F14.19 As soon as possible after the birth of the child an employee will provide the Chief Executive with evidence of the birth and the date of the birth. Such evidence may include a copy of the birth certificate or documents provided by a registered health professional who is operating within their scope of practice.

Rate of Payment

- F14.20 The rate of payment to be paid to the employee during a paid period of maternity leave is the same rate as would be paid if the employee was granted paid personal leave.
- F14.21 Paid maternity leave may be taken in any combination of full or half pay, with credits to be deducted on the same basis. The maximum paid period is up to thirty six weeks at half pay.
- F14.22 The Chief Executive may approve, subject to a medical certificate from a registered medical practitioner, an employee taking paid maternity leave in a non-continuous manner, provided any other form of paid leave will not be approved until the employee has used all of the employee’s paid maternity leave entitlement.
- F14.23 A period of paid maternity leave does not extend the maximum fifty two week period of maternity leave available to an eligible employee
- F14.24 An employee’s period of absence on maternity leave between the paid period of maternity leave and the maximum fifty two week period of maternity leave will be without pay, unless other paid leave entitlements are accessed.

Effect on Other Entitlements

- F14.25 Maternity leave with pay will count as service for all purposes.
- F14.26 Any period of unpaid maternity leave taken by an employee during the period commencing six weeks prior to the expected date of birth of the child and ending six weeks after the actual date of birth of the

child will count as service for all purposes.

- F14.27 Subject to subclause F14.26 any period of unpaid maternity leave taken by an employee will not count as service for any purpose but does not break continuity of service.
- F14.28 Public holidays for which the employee would otherwise have been entitled to payment that fall during periods of absence on maternity leave will not be paid as a normal public holiday.

Access to Other Leave Entitlements

- F14.29 An application by an employee for long service leave or annual leave during a period that would otherwise be an unpaid period of maternity leave will be granted to the extent of available entitlements.
- F14.30 Subject to subclause F4.37, an application by an employee for personal leave during a period that would otherwise be an unpaid period of maternity leave will be granted subject to the employee providing a certificate from a registered health professional operating within their scope of practice to the extent of available entitlements.

Keep in Touch Arrangements

- F14.31 At any time after six weeks from the child's date of birth, an employee may agree to attend the workplace on up to ten separate occasions of up to one day each so as to keep in touch with developments in the workplace (for meetings and training etc.).
- F14.32 The employee will be paid at their ordinary hourly rate of pay for this time. Keep in touch attendance will count as service for all purposes, but does not extend the period of leave and does not end or reduce the entitlement to maternity leave.
- F14.33 For the purpose of subclause F14.31, a medical certificate is not required.

F15 Special Maternity Leave

Purpose

- F15.1 Special maternity leave is available to employees where:
- (a) the employee is not fit for work due to a pregnancy related illness, or
 - (b) the pregnancy of the employee ends within twenty eight weeks of the expected date of birth, other than by the birth of a living child.

Note: If a pregnancy ends within twenty weeks of the expected date of birth of the child the employee may be entitled to paid or unpaid maternity leave as per subclauses F14.3 and F14.4.

Eligibility

- F15.2 Special maternity leave is available to all employees and eligible casual employees.

Entitlement

- F15.3 An employee is entitled to a period of unpaid special maternity leave for the duration certified by a registered medical practitioner as necessary.

Evidence and Conditions

- F15.4 The employee must provide the Chief Executive with notice that they are taking special maternity leave. The notice must be given as soon as practicable (which may be after the leave has started); and should include the period, or expected period, of the leave.

- F15.5 An employee must submit an application to the Chief Executive for any period of special maternity leave. Having considered the requirements of this clause the Chief Executive will approve an employee's application to access special maternity leave.
- F15.6 An employee who has given notice that special maternity leave will be (or is being) taken must provide reasonable evidence of the purpose for taking leave. This evidence may include a medical certificate from a registered medical practitioner.

Rate of Payment

- F15.7 Special maternity leave is granted without pay.

Effect on Other Entitlements

- F15.8 Special Maternity leave does not count as service for any purpose.
- F15.9 Special maternity leave does not break continuity of service.
- F15.10 Special maternity leave accessed due to pregnancy related illness is deducted from the entitlement for unpaid maternity leave accessed after the birth of the child.

Access to Other Leave Entitlements

- F15.11 Special maternity leave is in addition to any accrued personal leave entitlement.
- F15.12 Special maternity leave is in addition to compassionate leave.

F16 Primary Care Giver Leave

Purpose

- F16.1 Primary care giver leave is available to employees to enable them to be absent from duty to:
- (a) care for and bond with a newborn, adopted or foster child, or a child for whom the employee has enduring parental responsibility due to a care and protection order; and
 - (b) support the protection of the family and children under the *Human Rights Act 2004*.

Eligibility

- F16.2 Primary care giver leave is available to employees other than casual employees who are the primary care giver of a newborn, adopted or foster child, or a child for whom the employee has enduring parental responsibility due to a care and protection order.
- F16.3 An employee who has completed at least twelve months service, including recognised prior service, is eligible for primary care giver leave.
- F16.4 An employee who is eligible for paid maternity leave is not eligible for primary care giver leave.
- F16.5 An employee who completes twelve months of qualifying service within eighteen weeks of becoming the primary care giver for a child is eligible for primary care giver leave for the period between completing twelve months of qualifying service and the end of the first eighteen weeks of becoming the primary care giver of the child.

Entitlement

- F16.6 An eligible employee is entitled to eighteen weeks of paid leave in relation to each birth, adoption or care and protection order.
- F16.7 Primary care giver leave is non-cumulative.

F16.8 An employee is entitled to return to work in accordance with the provisions in the National Employment Standards.

Evidence and Conditions

F16.9 An employee should discuss with their manager/supervisor, as soon practicable, their intention to be absent on primary care giver leave.

F16.10 An employee must make an application to the Chief Executive to access their primary care giver leave.

F16.11 The employee must provide the Chief Executive with appropriate evidence concerning the reasons for and circumstances under which the primary care giver leave application is made, which may include:

- (a) a certificate from a registered health professional operating within their scope of practice relating to the expected date of birth of a child; or
- (b) a birth certificate; or
- (c) documents from an adoption authority concerning the proposed adoption of a child; or
- (d) documents relating to the court orders granting parental responsibility of a foster child until the child reaches the age of eighteen.

F16.12 In all cases details of leave being taken by the employee’s domestic partner must be provided.

F16.13 Before granting primary care giver leave, the Chief Executive must be satisfied that the employee demonstrates that they are the primary care giver.

Example 1: The primary care giver may be the father of the newborn child.

Example 2: The primary care giver may be the domestic partner of the newborn child’s mother.

Example 3: The primary care giver may be a kinship Carer or foster Carer with parental responsibility until the child reaches the age of eighteen years.

F16.14 For the purposes of this clause a newborn is considered to be a baby of up to fourteen weeks old. In extenuating circumstances, the Chief Executive may approve primary care giver leave when a newborn is more than fourteen weeks old. For an adopted or fostered child, primary care giver leave may commence from the date the employee assumes responsibility for the child but not after fourteen weeks of the adoption or foster care placement. Additionally, the child must be under the age of eighteen on the day of adoption, kinship, or foster care placement for leave to be approved.

F16.15 Having considered the requirements of this clause the Chief Executive will approve an employee’s application to access primary care giver leave.

F16.16 The total combined entitlement under this clause and the maternity leave clause, and equivalent clauses in any other ACTPS enterprise agreement, is eighteen weeks of paid leave in relation to the birth, adoption or fostering arrangement.

F16.17 Primary care giver leave may be taken in any combination with maternity leave provided that the mother and the other employee entitled to primary care giver leave do not take these forms of paid leave concurrently.

Rate of Payment

F16.18 Primary care giver leave will be granted with pay.

F16.19 The rate of payment to be paid to the employee during a paid period of primary care giver leave is the same rate as would be paid if the employee was granted personal leave.

F16.20 Primary care giver leave may be granted in any combination of full or half pay, with credits to be deducted on the same basis. The maximum paid period is up to thirty six weeks at half pay.

Effect on Other Entitlements

- F16.21 Primary care giver leave will count as service for all purposes.
- F16.22 Public holidays for which the employee would otherwise have been entitled to payment that fall during periods of absence on primary caregiver leave will not be paid as a normal public holiday.

Access to Other Leave Entitlements

- F16.23 Primary care giver leave does not extend the maximum period of unpaid parental leave available to an employee.

Keep in Touch Arrangements

- F16.24 An employee on primary care giver leave may agree to attend the workplace on up to ten separate occasions of up to one day each so as to keep in touch with developments in the workplace (for meetings and training etc.).
- F16.25 The employee will be paid at their ordinary hourly rate of pay for this time. Keep in touch attendance will count as service for all purposes, but does not extend the period of leave and does not end or reduce the entitlement to primary care giver leave.

F17 Parental Leave***Purpose***

- F17.1 Parental leave is in addition to the provisions available in maternity and primary care leave and is available to employees to enable them to be absent from duty following the birth or adoption of a child or the placement of a child in accordance with a care and protection order.

Eligibility

- F17.2 Parental leave is available to an employee or an eligible casual employee who is the primary care giver of a child following the birth or adoption of a child or the placement of a child in accordance with a care and protection order.

Entitlement

- F17.3 An employee is entitled to up to two years of parental leave following the child's birth, adoption or placement in accordance with a care and protection order, less any period of maternity leave or primary care giver leave which the employee has taken in relation to the same child. At the end of this time the employee is entitled to return to work in accordance with the provisions in the National Employment Standards.
- F17.4 An employee is entitled to apply and will be granted an additional year of parental leave for up to two occasions of birth, adoption or placement in accordance with a care and protection order, provided that the employee agrees to become unattached.

Evidence and Conditions

- F17.5 An employee should discuss with their manager/supervisor, as soon as practicable, their intention to be absent on parental leave.
- F17.6 An employee must make an application to the Chief Executive to access their unpaid parental leave entitlement.
- F17.7 Having considered the requirements of this clause the Chief Executive will approve an employee's application to access parental leave.

- F17.8 The employee must provide the Chief Executive with appropriate evidence concerning the reasons for and circumstances under which the unpaid parental leave application is made, which may include:
- (a) a birth certificate; or
 - (b) documents from an adoption authority concerning the adoption of a child; or
 - (c) documents relating to the court orders granting parental responsibility of a fostered child until the child reaches the age of eighteen.
- F17.9 The Chief Executive will not grant parental leave if the employee's domestic partner is on parental leave and is an employee of the ACTPS.

Rate of Payment

- F17.10 Parental leave will be granted without pay.

Effect on Other Entitlements

- F17.11 Parental leave does not count as service for any purpose.
- F17.12 Parental leave does not break continuity of service.
- F17.13 Public holidays for which the employee would otherwise have been entitled to payment that fall during periods of absence on parental leave will not be paid as a normal public holiday.

Access to Other Leave Entitlements

- F17.14 An employee on parental leave may access annual and long service leave on full or half pay to the extent of available entitlements.
- F17.15 An application by an employee for personal leave during a period that would otherwise be a period of parental leave will be granted subject to the employee providing a certificate from a registered health professional operating within their scope of practice.

Keep in Touch Arrangements

- F17.16 An employee may agree to attend the workplace on up to ten separate occasions of up to one day each so as to keep in touch with developments in the workplace (for meetings and training etc.), less any Keep In Touch time approved during maternity or primary caregiver leave as per subclauses F14.31 or F16.24.
- F17.17 The employee will be paid at their ordinary hourly rate of pay for this time. Keep in touch attendance will count as service for all purposes, but does not extend the period of leave and does not end or reduce the entitlement to parental leave.

F18 Bonding Leave

Purpose

- F18.1 Bonding leave is available to employees to enable them to be absent from duty to:
- (a) bond with a newborn, adopted, foster-child or a child for whom the employee has enduring parental responsibility due to a care and protection order;
 - (b) support the protection of the family and children under the *Human Rights Act 2004*.

Eligibility

- F18.2 Bonding leave is available to employees other than casual employees at the time of the child's birth, adoption, foster care or granting of enduring parental responsibility due to a care and protection order by the employee's domestic partner.
- F18.3 An employee who is eligible for paid maternity leave or primary care giver leave is not entitled to bonding leave.

F18.4 If an employee, other than a casual employee, is granted short-term parental responsibility of a child through and in accordance with a care and protection order, providing the child is under the age of eighteen on the day of placement, the employee may access paid bonding leave.

Entitlement

F18.5 Under this clause, an employee is entitled to be absent for a maximum of two weeks (ten days) at, or near, the time of the birth, adoption or care and protection order. The maximum absence may be increased by a further five days of personal leave for bonding purposes as per subclause F4.27.

F18.6 Bonding leave is non-cumulative.

F18.7 Bonding leave must be taken as a single ten day block. The five days of personal leave accessed as per subclause F4.27 may be taken at any time up to fourteen weeks from the date of the birth, adoption or care and protection order.

F18.8 Where an employee's domestic partner is also an ACTPS employee this leave may be taken concurrently with the domestic partner receiving maternity or primary caregiver leave.

Evidence and Conditions

F18.9 An employee should discuss with their manager/supervisor, as soon as practicable, their intention to be absent on bonding leave.

F18.11 Bonding leave is deemed to be approved; however an employee must submit an application to the Chief Executive for any period of bonding leave. Having considered the requirements of this clause the Chief Executive will approve an employee's application to access bonding leave.

F18.12 The employee must provide the Chief Executive with appropriate evidence concerning the circumstances under which the bonding leave application is made, which may include:

- (a) a medical certificate relating to the expected date of birth of a child; or
- (b) a birth certificate; or
- (c) documents from an adoption authority concerning the proposed adoption of a child; or
- (d) documents relating to the court orders granting parental responsibility of a fostered child until the child reaches the age of eighteen.

F18.13 Unless the Chief Executive determines that exceptional circumstances apply bonding leave will not be approved to care for:

- (a) a baby over the age of fourteen weeks; or
- (b) an adopted or fostered child over the age of eighteen on the day of placement.

Rate of Payment

F18.14 Bonding leave will be granted with pay.

Effect on Other Entitlements

F18.15 Bonding leave will count as service for all purposes.

F18.16 Public holidays for which the employee is entitled to payment that fall during periods of absence on bonding leave will be paid as a normal public holiday and will not extend the maximum period of bonding leave.

F19 Grandparental leave

Purpose

- F19.1 Grandparental leave is available to employees to enable them to be absent from duty to undertake a primary care giving role to their grandchild during normal business hours.

Eligibility

- F19.2 Grandparental leave is available to employees other than casual employees and employees on probation.
- F19.3 To be eligible for grandparental leave, the baby or child which the employee is providing care for must be:
- (a) their grandchild; or
 - (b) their step-grandchild; or
 - (c) their adopted grandchild; or
 - (d) a child for whom the employee's child has parental or caring responsibility authorised under a law of a State or Territory.

Entitlement

- F19.4 An eligible employee may be granted up to fifty two weeks of grandparental leave, in relation to each grandchild under care. This leave may be taken over a period not exceeding five years.
- F19.5 Grandparental leave is available up until the fifth birthday of the grandchild for whom the employee is the primary care giver.
- F19.6 Grandparental leave is non-cumulative.
- F19.7 The length of a period of absence on grandparental leave must be agreed between the eligible employee and the Chief Executive.
 Example 1: A day or part-day on an occasional basis.
 Example 2: A regular period of leave each week, fortnight or month.
 Example 3: A larger block of leave such as six or twelve months.
- F19.8 If an employee is absent on grandparental leave and becomes a grandparent to another grandchild, for whom they are the primary care giver, a new application must be made as per subclause F19.4.

Evidence and Conditions

- F19.9 An employee should discuss with their manager/supervisor, as soon as practicable, their intention to be absent on grandparental leave.
- F19.10 An employee must make an application to the Chief Executive to access their grandparental leave entitlement, and must include details of the period, or expected period, of the absence.
- F19.11 Having considered the requirements of this clause the Chief Executive may approve an employee's application to access grandparental leave. A decision not to approve the leave will be taken in accordance with subclause F2.1.
- F19.12 The Chief Executive should not approve an application for grandparental leave where an employee has an annual leave balance in excess of eight weeks.

- F19.13 An application for grandparental leave must include evidence in the form of:
- (a) a statutory declaration or a medical certificate confirming the birth or the expected date of the birth of the grandchild; or
 - (b) the grandchild's adoption certificate or a statutory declaration confirming the adoption of the grandchild; or
 - (c) a letter or a statutory declaration confirming that there is an authorised care situation.
- F19.14 If both grandparents are employees of the ACTPS either grandparent may be granted leave but the leave may not be taken concurrently

Rate of Payment

- F19.15 Grandparental leave will be granted without pay.

Effect on Other Entitlements

- F19.16 Employees cannot engage in outside employment during a period of grandparental leave without the prior approval of the Chief Executive.
- F19.17 Grandparental leave will count as service for all purposes except the accrual of annual leave and personal leave.
- F19.18 Grandparental leave will not break continuity of service.
- F19.19 Public holidays for which the employee would otherwise have been entitled to payment that fall during periods of absence on grandparental leave will not be paid as a normal public holiday.

Access to Other Leave Entitlements

- F19.20 An employee on grandparental leave may access annual leave, purchased leave or long service leave.
- F19.21 An application by an employee for personal leave during a period that would otherwise be grandparental leave will be granted subject to the employee providing a certificate from a registered health professional who is operating within their scope of practice.

Unattachment

- F19.22 During an employee's absence on grandparental leave, the Chief Executive may, with the employee's written consent, declare the employee unattached.

F20 Other Leave

Purpose

- F20.1 Other leave is available to employees to enable them to be absent from duty for a variety of purposes.
- F20.2 Other leave may be granted in the interests of:
- (a) the Agency, a State, a Territory or the Commonwealth; or
 - (b) the community in general; or
 - (c) the employee.

Note: Separate provisions apply for community service leave which includes jury service, voluntary emergency management and voluntary community service.

Eligibility

- F20.3 An employee who meets the eligibility requirements specified in Annex D is eligible to that form of other leave.

Entitlement

F20.4 An employee may be granted other leave to the maximum period set out in Annex D.

Evidence and Conditions

F20.5 An employee should discuss with their manager/supervisor, as soon as practicable, their intention to be absent on a form of other leave, including the reasons for the absence and the period, or expected period, of the absence.

F20.6 An employee must make an application to the Chief Executive to access a form of other leave.

F20.7 Having considered the requirements of this clause the Chief Executive may approve an employee's application to access a form of other leave. A decision not to approve the leave will be taken in accordance with subclause F2.1.

F20.8 The employee must, if requested by the Chief Executive, provide sufficient documentary evidence supporting the reason for the absence.

F20.9 When considering requests for other leave, the Chief Executive will take into account:

- (a) the employee's circumstances;
- (b) community norms and obligations;
- (c) the operational requirements of the workplace;
- (d) other available leave options;
- (e) any conditions on the entitlement as defined in Annex D.

Rate of Payment

F20.10 Other leave may be granted with or without pay in accordance with Annex D.

Effect on Other Entitlements

F20.11 A period of other leave will count as service in accordance with Annex D.

F20.12 Public holidays for which the employee is entitled to payment that fall during periods of absence on other paid leave will be paid as a normal public holiday and will not reduce an entitlement of the employee to other leave under Annex D.

Access to Other Leave Entitlements

F20.13 Leave will not be granted under this provision if another form of leave is more appropriate.

Unattachment

F20.14 Where the leave is without pay for a period of more than twelve months the Chief Executive may, with the employee's written consent, declare the employee unattached.

F21 Long Service Leave

F21.1 The eligibility requirements and entitlements for long service leave under the *PSM Act* and PSM Standards apply subject to the provisions of this clause.

F21.2 The Chief Executive may grant long service leave to an employee to the extent of that employee's pro-rata long service leave credits after seven years eligible service.

- F21.3 Where an employee whose period of employment is less than ten years but not less than one year:
- (a) ceases to be an employee, otherwise than because of the employee's death, on, or after, the employee attaining the minimum retiring age; or
 - (b) ceases to be an employee because of the employee's redundancy; or
 - (c) ceases to be an employee and satisfies the Chief Executive that the employee so ceasing is due to ill health of such a nature as to justify the employee so ceasing
- the Chief Executive will authorise payment to the employee under this subsection in accordance with section 159 of the *PSM Act*.
- F21.4 Employees will receive payment on separation of any pro-rata entitlements after seven years eligible service.
- F21.5 If an employee whose period of employment is not less than one year dies, the Chief Executive may authorise payment to a dependant of the employee of an amount equal to, or payments to two or more dependants of the employee of amounts aggregating, the amount that would have been payable to the employee under subsection 159 (4) of the *PSM Act* if the employee had, on the day the employee died, ceased to be an employee otherwise than because of death, on or after, the employee attaining the minimum retiring age.
- F21.6 The parties recognise and accept mutual responsibility to encourage utilisation of long service leave and accordingly have agreed to the following provisions.
- F21.7 Employees may be granted leave in blocks of not less than seven days/shifts if the employees so request.
- F21.8 Long service leave may be taken on double, full or half pay when approved by the Chief Executive and subject to operational requirements, with credits to be deducted on the same basis.

F22 Operational Service Personal Leave

F22.1 *Interpretation*

In this clause:

operational service has the same meaning as in the *Veterans' Entitlement Act 1986* (Commonwealth).

war-caused injuries or diseases has the same meaning as in the *Veterans' Entitlement Act 1986* (Commonwealth).

Purpose

- F22.2 Operational service personal leave enables officers and employees who have rendered operational service to be absent from duty when they are unfit for work because of war-caused injuries or diseases.

Eligibility

- F22.3 An officer or employee, other than a casual employee, who has rendered operational service is eligible for operational service personal leave.

Entitlement

- F22.4 Operational service personal leave is cumulative and is additional to personal leave entitlements contained in clause F4.

Officers		Employees other than officers	
F22.5	On appointment, an eligible officer is entitled to nine weeks operational service personal leave.	F22.6	On engagement, an eligible employee is entitled to nine days operational service personal leave.
F22.7	An eligible officer is entitled to receive an additional credit of three weeks operational service personal leave:	F22.8	An eligible employee is entitled to receive an additional credit of three days operational service personal leave:
	(a) 12 months after the date of appointment; and		(a) 12 months after the date of engagement; and
	(b) 24 months after the date of appointment; and		(b) 24 months after the date of engagement; and
	(c) 36 months after the date of appointment.		(c) 36 months after the date of engagement.
F22.9	The maximum operational service personal leave balance that an eligible officer may have is eighteen weeks.	F22.10	The maximum operational service personal leave balance that an eligible employee may have is eighteen days.

F22.11 Where operational service personal leave credits have been exhausted, the Chief Executive may grant an employee a period of unpaid operational service personal leave.

Evidence and Conditions

F22.12 An eligible officer or employee should discuss with their manager/supervisor, as soon as practicable, of their absence or intention to be absent on operational service personal leave.

F22.13 An eligible officer or employee must make an application to the Chief Executive to access their operational service personal leave entitlement.

F22.14 Having considered the requirements of this clause the Chief Executive may approve an eligible officer or employee's application to access operational service personal leave. A decision not to approve the leave will be taken in accordance with subclause F2.1.

F22.15 Operational service personal leave may be granted by the Chief Executive:

- (a) to cover absences resulting from war-caused injury or diseases; and
- (b) following a written request from an eligible officer or employee, which must include documentary evidence that the absence is due to the war-caused injury or disease, including evidence that the injury or disease is a the war-caused injury or disease in accordance with the requirements of the *Veterans' Entitlement Act 1986 (Commonwealth)*.

Rate of Payment

F22.16 Operational service personal leave will be granted with pay except where it is granted without pay under subclause F22.11.

Effect of Other Entitlements

F22.17 Operational service personal leave with pay will count as service for all purposes.

F22.18 Operational service personal leave without pay will not count as service.

Section G - Workplace Behaviours

G1 Introduction

- G1.1 Managers and employees have a common interest in ensuring that workplace behaviours are consistent with – and apply - the values and general principles set out in section 9 of the *PSM Act 1994*.
- G1.2 This involves the development of an ethical and safe workplace in which managers and employees act responsibly and are accountable for their actions and decisions.
- G1.3 The following provisions of Section G contain procedures for managing workplace behaviours, including the management of cases of unsatisfactory work performance and misconduct.
- G1.4 These procedures must be applied in accordance with the principles of natural justice and procedural fairness, and in a manner that promotes the values and general principles of the ACTPS.
- G1.5 In cases where an allegation of misconduct or underperformance is made, the Chief Executive will initiate a process (the evidence gathering process) to determine whether there is sufficient evidence to support the allegation. Following this process the Chief Executive may determine that:
- (a) no disciplinary or underperformance action is required;
 - (b) the matter can be resolved through informal counselling, other remedial action, or assistance to the employee;
 - (c) the matter is better resolved through Internal Review procedures set out in this Agreement or appropriate external mechanisms; or
 - (d) the matter warrants action in relation to underperformance processes, clause G2, or investigation under disciplinary processes, clause G7.
- G1.6 The Chief Executive will inform the employee of the allegations when a process is commenced under clause G1.5, unless it is inappropriate to do so.

G2 Underperformance

- G2.1 Under this clause, procedures are established for managing underperformance by an employee.
- G2.2 This clause applies to all employees, except casual employees. In applying these procedures to officers on probation, or fixed term employees who have been engaged for a continuous unbroken period of less than two years, the Chief Executive may determine that procedures and practices throughout clause G2 may be applied on an appropriate basis according to the circumstances of the case, and in accordance with the principles of procedural fairness and natural justice.
- G2.3 The objectives of these procedures are to:
- (a) provide advice and support to an employee whose performance is below standard; and
 - (b) to provide a fair, prompt and transparent framework for action to be taken where an employee continues to perform below expected standard.
- G2.4 Consistent with good management practice, concerns about unsatisfactory work performance should be raised by the manager with the employee at the time that the concerns arise. The manager should offer advice and support to the employee to overcome these concerns. The manager should inform the employee that the following procedures might be invoked if the work performance continues to be unsatisfactory.
- G2.5 These procedures must be applied in accordance with the principles of natural justice and procedural fairness and in a manner that promotes the values and general principles of the ACTPS.

G2.6 In order to ensure that these procedures operate in a fair and transparent manner, the manager will be responsible for making written or audio records of all relevant discussions under these procedures. The employee must be given the opportunity to comment on any records before signing them.

G2.7 The Agency must adhere to record keeping and record disposal requirements of the *TR Act* and the associated Territory Administrative Records Disposal Schedule.

Step One: Action Plan

G2.8 Where a manager considers that an employee's work performance is not satisfactory and the manager has previously discussed concerns about the employee's performance with the employee and the problem continues or recurs, the manager will inform the employee in writing of this assessment and the reasons for it. The employee will be invited by the manager to provide the manager with written comments on this advice, including any reasons that may have contributed to the recent standard of work performance of the employee.

G2.9 After taking into account the comments from the employee, the manager must prepare an action plan designed to improve the work performance of the employee.

G2.10 This action plan will be developed by the manager in consultation with the employee.

G2.11 The manager will invite the employee to have a union or other employee representative to be present at discussions on developing the action plan and allow reasonable opportunity for this to be arranged.

G2.12 The action plan will:

- (a) identify the expected standard of work required of the employee on an on-going basis;
- (b) develop training and development strategies that the employee should undertake, if relevant;
- (c) outline the potential implications if the employee does not meet the expected standard; and
- (d) specify an assessment process and period for the action plan (the action plan period), which should not normally be less than one month and should not normally exceed six months.

G2.13 Any current performance agreement for the employee will be suspended during the period of the action plan. Any incremental advancement for the employee will be suspended during the action plan period.

Step Two: Regular Assessment

G2.14 During the action plan period, the manager will make regular written assessments (desirably every fortnight) of the employees work performance under the action plan. The employee will be given an opportunity to provide written comments on these assessments.

G2.15 If the initial action plan was for a period of less than six months, and at the end of that action plan period the manager considers that further time is needed for a fair assessment to be made, then the manager may extend the action plan up to a total period of six months. The manager will inform the employee in writing of this decision before the end of the initial action plan period.

Step Three: Final Assessment / Report

G2.16 If at the end of the action plan period, the manager assesses the work performance of the employee as satisfactory, no further action will be taken under these procedures. The manager will inform the employee in writing of this conclusion.

G2.17 If at the end of the action plan period, the manager assesses the work performance of the employee as not satisfactory, the manager will provide an assessment report to the Chief Executive.

Step Four: Underperformance Action

- G2.18 The Chief Executive will advise the employee in writing:
- (a) of the assessment and reasons for the manager's assessment;
 - (b) of the action or actions (underperformance action) proposed to be taken;
 - (c) that the employee is invited to respond in writing to the proposed action within a specified period (not to be less than twenty four hours or more than seven days).
- G2.19 After considering any response from the employee, the Chief Executive may decide to take one or more of the following underperformance actions under these procedures:
- (a) transfer to other duties (at or below current pay);
 - (b) deferral of increment;
 - (c) reduction in incremental point;
 - (d) temporary or permanent reduction in classification and pay; or
 - (e) termination of employment in accordance with the *PSM Act*.
- G2.20 The Chief Executive will inform the employee in writing of this decision and the appeal mechanisms available under this Agreement.
- G2.21 At any time after seven calendar days from the date the Chief Executive advised the employee under subclause G2.18, the Chief Executive may take one or more of the underperformance actions outlined in the information provided to the employee under subclause G2.18.
- G2.22 At any time in these procedures, the employee may elect to be retired on the grounds of inefficiency.

G3 Appeal Rights

- G3.1 The employee has the right under Section J to appeal any underperformance action taken under subclause G2.21, except action to terminate the employee's employment.
- G3.2 The employee may have an entitlement to bring an action under the *FW Act* in respect of any termination of employment under this Agreement. This will be the sole right of review of such an action.

G4 Misconduct & Discipline**Objectives and Application**

- G4.1 This clause establishes procedures for managing misconduct or alleged misconduct by an employee.
- G4.2 This clause applies to all employees except casual employees. In applying these procedures to officers on probation or fixed term employees who have been engaged for a continuous unbroken period of less than two years, the Chief Executive may determine that procedures and practices throughout clauses G4 to G10 may be applied on an appropriate basis according to the circumstances of the case, and in accordance with the principles of procedural fairness and natural justice.
- G4.3 The objective of these procedures is to encourage the practical and expeditious resolution of misconduct issues in the workplace.
- G4.4 These procedures must be applied in accordance with the principles of natural justice and procedural fairness and in a manner that promotes the values and general principles of the ACTPS.
- G4.5 These procedures apply to the exclusion of provisions contained in Part 9 of the *PSM Act* (other than section 218 and section 220) and Part 6.3 of the PSM Standards, except where any of these provisions are specifically provided for in this clause.

What is Misconduct

G4.6 For purposes of this Section, misconduct consists of any of the following:

- (a) the employee fails to meet the obligations set out in section 9 of the *PSM Act* (this may include bullying and harassment or discrimination);
- (b) the employee engages in conduct that has, or is likely to, bring the Agency or ACTPS into disrepute;
- (c) the employee returns to duty after a period of unauthorised absence and does not offer a satisfactory reason on return to work;
- (d) the employee is convicted of a criminal offence or where a court finds that an employee has committed an offence but a conviction is not recorded, taking into account the circumstances and seriousness of the offence, the duties of the employee and the interests of the ACTPS and/or of the Agency;
- (e) the employee fails to notify the Chief Executive of criminal charges in accordance with clause G10.

G5 Allegations of Misconduct

G5.1 Where misconduct is alleged, the Chief Executive will inform the employee of the allegation unless it is inappropriate to do so. The Chief Executive may immediately transfer the employee to other duties, re-allocate duties away from the employee or suspend the employee with pay. The Chief Executive may suspend an employee without pay where serious misconduct is alleged against the employee.

G5.2 In deciding whether misconduct is or might be serious misconduct for the purposes of subclause G5.1, the Chief Executive will have regard to the kinds of conduct described as ‘serious misconduct’ in the FW Regulations.

G5.3 If, after conducting the evidence gathering process, the Chief Executive is of the opinion that the alleged misconduct has not occurred or is not sufficiently serious to warrant an investigation, the manager/supervisor will inform the employee/s concerned that no discipline action will be taken and an investigation is not necessary.

G5.4 If, after conducting the evidence gathering process, the Chief Executive is of the opinion that the alleged misconduct has occurred but the matter is likely to be resolved informally, the manager/supervisor will discuss the particular behaviour with the employee as soon as possible. The discussion will set out clear expectations of future behaviour and that a recurrence could lead to discipline action. A record of this discussion will be retained. The Chief Executive may also choose to organise mediation between relevant persons.

G6 Suspension

G6.1 Subject to these procedures, the Chief Executive may suspend an employee with pay or without pay where the Chief Executive is satisfied that it is in the public interest, the interests of the ACTPS or the interests of the Agency that the employee be suspended while the alleged misconduct is investigated. Suspension without pay will generally only apply where serious misconduct is alleged.

G6.2 The Chief Executive will not normally suspend an employee without first informing the employee of the reasons for the proposed suspension and giving the employee the opportunity to be heard. However the Chief Executive may suspend an employee first and then give the employee the reasons for the suspension and an opportunity to be heard, where, in the Chief Executive’s opinion, this is appropriate in the circumstances.

- G6.3 Whilst suspended with pay an employee will be paid:
- (a) the employee’s ordinary hourly rate of pay and any higher duties allowances that would have been paid to the employee for the period they would otherwise have been on duty; and
 - (b) overtime (but not overtime meal allowance) and shift penalty payments where there is a regular and consistent pattern of extra duty or shift work being performed over the previous six months which would have been expected to continue but for the suspension from duty; and
 - (c) any other allowance or payment (including under a Special Employment Arrangement entered into in accordance with Annex B to this Agreement) of a regular or on-going nature that is not conditional on performance of duties.
- G6.4 Whilst suspended without pay:
- (a) the suspension will not be for more than thirty days, unless exceptional circumstances apply;
 - (b) the employee may apply to the Chief Executive for permission to seek alternate employment outside the ACTPS for the period of the suspension or until the permission is revoked;
 - (c) in cases of demonstrated hardship, the employee may access accrued long service leave and/or annual leave;
 - (d) the employee may apply to the Chief Executive for the suspension to be with pay on the grounds of demonstrated hardship.
- G6.5 The suspension will be reviewed every thirty days unless exceptional circumstances apply.
- G6.6 An employee suspended without pay and who is later acquitted of the criminal offence, or found not to have been guilty of the misconduct:
- (a) is entitled to be repaid the amount by which the employee's pay was reduced; and
 - (b) is entitled to be credited with any period of long service or annual leave that was taken.
- G6.7 Where an employee is suspended and later found guilty of a criminal offence (whether or not a conviction is recorded), or is found guilty of misconduct and is dismissed because of the offence or misconduct, a period of suspension under this clause does not count as service for any purpose, unless the Chief Executive determines otherwise.

G7 Investigating Allegations of Misconduct

- G7.1 If, after conducting the evidence gathering process, the Chief Executive is of the opinion that the alleged misconduct cannot be resolved informally in accordance with subclause G5.4, the Chief Executive will:
- (a) investigate the alleged misconduct by making arrangements for an appropriately trained or experienced person (the investigating officer) to investigate the alleged misconduct; and
 - (b) inform the Human Resources Manager.
- G7.2 The investigating officer will:
- (a) inform the employee in writing of the nature of the alleged misconduct, the nature of the proposed investigation, and the possible implications of the misconduct including the discipline actions available; and
 - (b) give the employee a reasonable opportunity to respond to allegations, in writing and/or at a scheduled interview, before forming a conclusion; and
 - (c) provide the employee with at least twenty four hours written notice prior to conducting an interview, advise them if the interview is to be recorded electronically, and provide the employee with a copy of the record; and
 - (d) advise the employee that the employee may have a union or other employee representative present during the interview to support the employee and will allow reasonable opportunity for this to be arranged; and
 - (e) provide a record of the interview to the employee to correct any inaccuracies and provide comments before signing the record. If the employee elects not to sign the record, then details of the offer will be noted.

- G7.3 The investigating officer should as soon as practicable take any further steps considered necessary to establish the facts of the allegations and provide a written report to the Chief Executive.
- G7.4 After considering the report from the investigating officer, the Chief Executive will make a determination on the balance of probabilities as to whether misconduct has occurred.
- G7.5 If the Chief Executive determines that the allegations are unsubstantiated the Chief Executive will notify the employee of this finding in writing and advise that no discipline action will be taken under these procedures.

G8 Discipline Action

- G8.1 Subject to subclause G4.4, in cases where serious misconduct is found to have occurred, the Chief Executive may immediately terminate the employee's employment without giving the employee five working days within which to respond to the proposed discipline action under paragraph G8.5 (d).
- G8.2 In circumstances where the Chief Executive, following an investigation, determines misconduct has occurred, and the Chief Executive considers discipline action is appropriate, one or more of the following actions may be taken in relation to the employee:
- (a) formal counselling of the employee;
 - (b) written warning;
 - (c) written admonishment;
 - (d) a financial penalty;
 - (e) transfer temporarily or permanently to another position at level or to a lower level; or
 - (f) termination of employment in accordance with the *PSM Act*.
- For the purposes of this clause financial penalties are:
- i. reducing the employees increment level;
 - ii. deferring incremental advancement; and
 - iii. imposing a fine.
- G8.3 In relation to paragraph G8.2(e), if an employee's classification is reduced as a result of disciplinary action, service before the demotion is not counted towards an increment for any higher duties the employee performs after demotion.
- G8.4 Discipline action taken under these procedures must be proportionate to the degree of misconduct concerned. In determining the appropriate discipline action to be taken, the following factors must be considered:
- (a) the nature and seriousness of the misconduct;
 - (b) the degree of relevance to the employee's duties or to the reputation of the Agency;
 - (c) the circumstances of the misconduct;
 - (d) any mitigating factors; and
 - (e) the previous employment history and the general conduct of the employee.
- G8.5 Before taking discipline action, the Chief Executive will advise the employee in writing of:
- (a) the decision as to whether the misconduct has been found to have occurred; and
 - (b) the reasons for arriving at this decision; and
 - (c) the discipline action(s) proposed; and
 - (d) the period during which the employee has to respond to the proposed discipline action (a minimum of five working days).

- G8.6 After considering the employee’s response to the proposed action, or if the employee has not responded at any time after the period outlined in paragraph G8.5 (d) has lapsed, the Chief Executive may take disciplinary action. The Chief Executive will inform the employee in writing of:
- (a) the final decision regarding discipline action to be taken; and
 - (b) the date of effect and/or, if relevant, the cessation of the action; and
 - (c) the appeal mechanisms that are available under this Agreement.

G9 Counselling

- G9.1 Counselling may also occur outside of the disciplinary/misconduct provisions.
- G9.2 In cases where the manager/supervisor or the Chief Executive considers formal counselling to be the appropriate discipline action, the manager/supervisor or the Chief Executive will create a formal record of the counselling or action plan which will include details about the ways in which the employee’s conduct needs to change or improve and the time frames within which these changes or improvements must occur.
- G9.3 A record will be made and provided to the employee and the employee given an opportunity to correct any inaccuracies and provide comments before signing the record. If the employee elects not to sign the record, then details of the offer will be clearly noted.
- G9.4 The manager/supervisor or the Chief Executive will invite the employee to have a union or other employee representative present at the formal counselling and will allow reasonable opportunity for this to be arranged.
- G9.5 Where the manager/supervisor or the Chief Executive considers that the employee’s conduct has not improved following formal counselling given in accordance with subclause G9.2, one or more of the discipline actions set out in subclause G8.2 may be taken in relation to the employee, subject to the requirements of subclause G4.4.

G10 Criminal Charges

- G10.1 An employee must advise the Chief Executive in writing of any criminal charges laid against the employee where the employee has reasonable grounds for believing that the interests of the Agency or of the ACTPS may be adversely affected, taking into account:
- (a) the circumstances and seriousness of the alleged criminal offence; and
 - (b) the employee’s obligations under section 9 of the *PSM Act*; and
 - (c) the effective management of the employee’s work area; and
 - (d) the integrity and good reputation of the ACTPS and the Agency; and
 - (e) the relevance of the offence to the employee’s duties.
- G10.2 Where criminal charges are laid against an employee and the interests of the Agency or of the ACTPS may be adversely affected, the Chief Executive may suspend the employee in accordance with the suspension arrangements under clause G6.
- G10.3 If an employee is convicted of a criminal offence, or a court finds that an employee has committed such an offence but a conviction is not recorded, the employee will provide a written statement regarding the circumstances of the offence to the Chief Executive within seven calendar days of the conviction or the finding.
- G10.4 Where an employee is convicted of a criminal offence, or a court finds that an employee has committed such an offence but a conviction is not recorded, and the conviction or finding has adversely affected the interests of the Agency or the ACTPS, the Chief Executive may take discipline action against the employee in accordance with clause G8.

G11 Right of Appeal

- G11.1 An employee has the right under Section J to appeal against any discipline action taken under clause G8, or against any decision taken under clause G6 to suspend the employee without pay, except action to terminate the employee's employment.
- G11.2 An employee may have an entitlement to bring an action under the *FW Act* in respect of any decision under this Section to terminate the employee's employment. This will be the sole right of review of such a decision.
- G11.3 The appeal procedures under Section G apply to the exclusion of the rights of appeal and review under the *PSM Act* and the internal review procedures contained in Section I of this Agreement.

Section H - Communication and Consultation

H1 Consultation

- H1.1 There should be effective consultation and employee participation in decisions that affect an employee's employment. This is essential to the successful management of change.
- H1.2 Where there are proposals by the Agency to introduce changes in the organisation or to existing work practices, the Chief Executive will consult with affected employees and the union(s).
- H1.3 The Chief Executive will provide relevant information to assist the employees and the union(s) to understand the reasons for the proposed changes and the likely impact of these changes so that the employees and union(s) are able to contribute to the decision making process.
- H1.4 For the purpose of providing effective consultation:
- (a) adequate time will be provided to employees and the union(s) to consult with the Agency;
 - (b) an Agency Consultative Committee (ACC) will be established, with membership to be agreed by the Chief Executive and the union(s) following commencement of this Agreement; and
 - (c) additional levels of consultation, such as a Workplace Consultative Committee, may be established with the agreement of the ACC to operate at the local level. Where established these levels of consultation will deal with workplace specific issues before such issues may be raised with the ACC and have membership agreed by the ACC.
- H1.5 The Agency Consultative Committee will:
- (a) monitor the operation and implementation of this Agreement;
 - (b) consider any proposed new or proposed significant changes to Agency policy statements and guidelines that relate to the provisions of this Agreement; and
 - (c) exchange information about workplace issues affecting employees; and
 - (d) consult on any existing performance management schemes, and on the development of any new performance management schemes, in the Agency;
 - (e) meet at least quarterly, unless otherwise agreed; and
 - (f) have terms of reference agreed to by the members of the ACC.
- H1.6 The Chief Minister's Department will consult with the union(s) and employees prior to the finalisation of any significant changes or any new provisions in the *PSM Act* and PSM Standards and any new service wide policy statements or guidelines that relate to the provisions of this Agreement.

H2 Dispute Avoidance/Settlement Procedures

- H2.1 The objective of these procedures is the prevention and resolution of disputes about:
- (a) matters arising in the workplace, including disputes about the interpretation or implementation of the Agreement; and
 - (b) the application of the National Employment Standards.
- H2.2 For the purposes of this clause, except where the contrary intention appears, the term 'parties' refers to 'parties to the dispute'.
- H2.3 All persons covered by this Agreement agree to take reasonable internal steps to prevent, and explore all avenues to seek resolution of, disputes.
- H2.4 An employee who is a party to the dispute may appoint a representative, which may be a relevant union, for the purposes of the procedures of this clause.
- H2.5 In the event there is a dispute, the following processes will apply.

- H2.6 Where appropriate, the relevant employee or the employee’s representative will discuss the matter with the employee’s supervisor. Should the dispute not be resolved, it will proceed to the appropriate management level for resolution.
- H2.7 In instances where the dispute remains unresolved, the next appropriate level of management, the employee, the union or other employee representative will be notified and a meeting will be arranged at which a course of action for resolution of the dispute will be discussed.
- H2.8 If the dispute remains unresolved after this procedure, a party to the dispute may refer the matter to FWA.
- H2.9 FWA may deal with the dispute in two stages:
- (a) FWA 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 FWA is unable to resolve the dispute at this first stage, FWA may then:
 - i. arbitrate the dispute; and
 - ii. make a determination that is binding on the parties.
- H2.10 FWA may exercise any powers it has under the *FW Act* as are necessary for the just resolution or determination of the dispute.
- H2.11 A person may be assisted and represented at any stage in the dispute process in the FWA on the same basis as applies to representation before FWA under section 596 of the *FW Act*.
- H2.12 All persons involved in the proceedings under subclause H2.9 will participate in good faith.
- H2.13 Unless the parties agree to the contrary, FWA will, in responding to the matter, have regard to whether a party has applied the procedures under this term and acted in good faith.
- H2.14 The parties agree to be bound by a decision made by FWA in accordance with this clause.
- H2.15 However, any party may appeal a decision made by FWA in accordance with the *FW Act*.
- H2.16 Despite the above, the parties may agree to submit the dispute to a body or person other than FWA. Where the parties agree to submit the dispute to another body or person:
- (a) all of the above provisions apply, unless the parties agree otherwise; and
 - (b) references to FWA in the above provisions will be read as a reference to the agreed body or person;
 - (c) all obligations and requirements on the parties and other relevant persons under the above provisions will be complied with; and
 - (d) the agreed body or person must deal with the dispute in a manner that is consistent with section 740 of the *FW Act*.
- H2.17 While the parties are trying to resolve the dispute using procedures in this clause:
- (a) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
 - (b) an employee must comply with a direction given by the Chief Executive to perform other available work at the same workplace, or at another workplace, unless:
 - i. the work is not safe; or
 - ii. applicable occupational health and safety legislation would not permit the work to be performed; or
 - iii. the work is not appropriate for the employee to perform; or
 - iv. there are other reasonable grounds for the employee to refuse to comply with the direction.

H3 Flexibility Term

- H3.1 The Chief Executive and an individual employee may agree to vary the application of certain provisions of this Agreement to meet the genuine needs of the Agency and of the individual employee (an individual flexibility arrangement).
- H3.2 The provisions of this Agreement that the Chief Executive and an individual employee may agree to vary through an individual flexibility arrangement are:
- (a) vacation childcare subsidy (subclause E11.1) and
 - (b) family care costs (subclause E12.1); and
 - (c) emergency duty (clause C17).
- H3.3 The Chief Executive must ensure that the terms of the individual flexibility arrangement:
- (a) are about matters that would be permitted if the arrangement were an enterprise agreement;
 - (b) does not include a term that would be an unlawful term if the arrangement were an enterprise agreement; and
 - (c) will result in the employee being better off overall than the employee would have been if no individual flexibility arrangement were agreed to.
- H3.4 The Chief Executive must ensure that the individual flexibility arrangement:
- (a) identifies the clause in H3.2 of this Agreement that the Chief Executive and the employee have agreed to vary;
 - (b) sets out details of how the arrangement will vary the effect of the clause;
 - (c) includes details of 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
 - (d) states the day the arrangement commences.
- H3.5 An individual flexibility arrangement made under this clause must be genuinely agreed to by the Chief Executive and the individual employee.
- H3.6 Except as provided in paragraph H3.7 (b), an individual flexibility arrangement made under this clause must not include a provision that requires the individual flexibility arrangement to be approved, or consented to, by another person.
- H3.7 The Chief Executive must ensure that an individual flexibility arrangement made under this clause must be in writing and signed:
- (a) in all cases - by the employee and the Chief Executive; and
 - (b) if the employee is under eighteen – by a parent or guardian of the employee.
- H3.8 The Chief Executive must give the employee a copy of an individual flexibility arrangement made under this clause within fourteen days after it is agreed to.
- H3.9 The Chief Executive or the employee may terminate the individual flexibility arrangement:
- (a) by giving written notice of no more than twenty eight days to the other party to the arrangement;
or
 - (b) if the Chief Executive and the employee agree in writing – at any time.
- H3.10 The right to make an individual flexibility arrangement under this clause is in addition to, and is not intended to otherwise affect, the right of the Chief Executive and an individual employee to make an agreement under any other provision of this Agreement.

H4 Freedom of Association

- H4.1 The Agency recognises that employees are free to choose whether or not to join a union. Irrespective of that choice, employees will not be disadvantaged or discriminated against in respect of the employees' employment under this Agreement. The Agency recognises that employees who choose to be members of a union have the right to choose to have their industrial interests represented by the union.
- H4.2 Employees in negotiations of any kind are entitled to negotiate collectively where they so choose.
- H4.3 Employees engaging in negotiations of any kind are entitled to be represented by a representative of their choice. The ACT Government will deal with any such representative in good faith.

H5 Work Organisation

- H5.1 An employee agrees to carry out all lawful and reasonable directions of the Chief Executive according to the requirements of the work and the employee's skill, experience and competence, in accordance with this Agreement, and without deskilling the employee.
- H5.2 An employee will not, unless this is done in the course of the employee's duties or as required by law or by the Agency, use or disclose to any person any confidential information about the Agency's business that becomes known to the employee during the employee's employment.
- H5.3 The Agency will not reveal to any person any medical, financial or personal details of the employee that the Agency may have obtained, except with the permission of the employee or where the Agency is under a legal obligation to do so.

H6 Right of Existing and New Employees to Representation in the Workplace

- H6.1 The Agency acknowledges the rights of its employees to be represented and to meet with their representatives in the workplace. The Agency recognises the legitimate right of the union(s) to represent its employees who are members, or eligible to become members of the union(s).
- H6.2 The *FW Act* prescribes the purpose and manner under which the union(s) may exercise right of entry in the workplace. The Agency will grant the union(s) access in accordance with the *FW Act*.
- H6.3 In addition, the Agency will:
- (a) allow union officials and employees, who are permit holders, to enter Agency workplaces for normal union business or to represent employees, to meet with management or members and to distribute or post material, provided that work is not disrupted;
 - (b) allow the union(s) to meet with new Agency employees who are members, or who are eligible to become members, of the union(s), at a time during normal working hours which the union(s) and the Chief Executive agree upon, and of which the Chief Executive will advise the employees;
 - (c) provide all new Agency employees with some form of induction program, including an induction package containing information about the union(s) which the union(s) has given the Agency; and
 - (d) invite the union(s) to attend any face to face induction of new Agency employees, the details of which the Chief Executive will advise to the union(s) contract officer or other nominated person with reasonable notice. Such attendance will be included as an integral part of the induction process and be for the purpose of delivering an information presentation including recruitment information to new Agency employees.
- H6.4 For the avoidance of doubt, nothing in clause H6.3 should be taken as conferring a right of entry that is contrary to, or for which there is otherwise, a right of entry under the *FW Act*.

H7 Co-operation and Facilities for Unions and Other Employee Representatives

- H7.1 For the purpose of ensuring that union(s) and other employee representatives who are employees of the Agency can effectively fulfil their employee representative role under this Agreement, the following provisions will apply.
- H7.2 Reasonable access to Agency facilities, including the internal courier service, access to the ACT Government communication systems, telephone, facsimile, photocopying, access to meeting rooms and storage space, will be provided to union(s) and other employee representatives to assist them to fulfil their representative obligations, duties and responsibilities having regard to the Agency's statutory obligations, operational requirements and resources.
- H7.3 In addition to the Agency facilities outlined in subclause H7.2, where available, a union or employee representative who is an employee of the Agency will be able to establish designated Outlook public folders which will provide a collaborative electronic workspace to improve the flow of information.
- H7.4 The use of Agency facilities will be in accordance with published whole- of-government policies and for matters other than for industrial action.
- H7.5 A union or other employee representative who is an employee of the Agency will be provided with adequate paid time, as required by the responsibilities of the position, to undertake duties to represent employees during normal working hours. While these duties would normally be expected to be performed within the workplace, on occasions the union or employee representative may be required to conduct these duties external to the workplace.

H8 Attendance at Industrial Relations Courses and Seminars

- H8.1 For the purpose of assisting employees in gaining a better understanding of industrial relations issues relating to this Agreement, leave will be granted to employees to attend recognised short training courses or seminars on the following conditions:
- (a) that operating requirements permit the grant of leave;
 - (b) that the scope, content and level of the short courses contribute to the better understanding of industrial relations issues;
 - (c) leave granted under this clause will be with full pay, not including shift and penalty payments or overtime; and
 - (d) each employee will not be granted more than fifteen days/shifts leave in any calendar year.
- H8.2 If the employee has applied for leave under subclause H8.1 and the application was rejected because of operational requirements, approval of any subsequent application for leave by the employee under subclause H8.1 will not be withheld unreasonably, provided that the employee gives the manager/supervisor at least fourteen days/shifts notice in writing.
- H8.3 The Agency will accept any short course conducted or accredited by a relevant employee organisation (for example, union(s), the Australian Council of Trade Unions or the ACT Trades and Labour Council) as a course to which subclause H8.1 applies.
- H8.4 Leave granted for this purpose will count as service for all purposes.

H9 Privatisation

- H9.1 In order to promote job security of employees, it is agreed that the privatisation of a Government entity may only occur where:
- (a) the entity does not perform a role central to the functions of Government; and
 - (b) disadvantaged groups would not be negatively affected by the privatisation; and
 - (c) a social impact statement has been completed which indicates that there is a demonstrated public benefit from the sale.
- H9.2 In the event that privatisation of the Agency or a service or services currently supplied by an Agency is under consideration, consultation will occur on the implications for employees and the Agency from these proposals.
- H9.3 Where such privatisation is under consideration, the Agency will provide the necessary reasonable resources to develop an in-house bid and this bid will be prepared either off site or on site as determined by the Chief Executive and subject to consideration on equal terms to any other bid. An independent probity auditor will be appointed by the Chief Executive to oversee the assessment of the in-house bid.

H10 Superannuation

- H10.1 The Government will, through the Chief Minister's Department, consult with unions and employees on changes to superannuation legislation that may be proposed by the Commonwealth.

Section I - Internal Review Procedures

I1 Objectives and Application

- I1.1 Under this Section, procedures are established for employees to seek a review of management actions that affect them.
- I1.2 These procedures must be applied in accordance with the principles of natural justice and procedural fairness and in a manner that promotes the values and general principles of the ACTPS.
- I1.3 These procedures apply to all employees covered by this Agreement.
- I1.4 The provisions of this Section will apply to the exclusion of the grievance and promotion/temporary performance appeal provisions contained in the *PSM Act*.
- I1.5 For the purposes of this Section, an action includes a decision and a refusal or failure to make a decision.

I2 Decisions and Actions Excluded

- I2.1 The following decisions and actions are excluded from the rights of an employee to seek a review under procedures set out in this Section (note this does not preclude the right to seek review under other processes):
- (a) actions regarding the policy, strategy, nature, scope, resourcing or direction of the ACTPS and agencies (see clause H1 of this Agreement for consultation on these actions);
 - (b) actions arising under Commonwealth or ACT legislation that concern domestic or international security matters;
 - (c) actions regarding superannuation (see relevant superannuation legislation for complaints and appeals, in particular the *Superannuation Industry Superannuation Supervision Act 1993* and the *Superannuation (Resolution of Complaints) Act 1993*);
 - (d) actions regarding workers' compensation (see the *Safety, Rehabilitation and Compensation Act 1988* for reviews and appeals);
 - (e) decisions to terminate the appointment of an officer on probation;
 - (f) decisions on classification of an office (see clause D3 of this Agreement for reviews on classifications);
 - (g) actions arising from the discipline procedures of this Agreement (for appeals about decisions to take discipline action see subclause J1.2 of this Agreement);
 - (h) actions arising from the underperformance procedures of this Agreement (see subclause J1.2 of this Agreement for appeals on these decisions);
 - (i) actions regarding the setting of rates of pay or conditions of employment under an award or agreement made under the *FW Act*, or under the *PSM Act* or PSM Standards;
 - (j) decisions that another employee perform the duties of a higher office for periods up to and including six months (see the *PSM Act*);
 - (k) decisions that another employee perform the duties of a higher classification (with a pay less than that of a Senior Officer Grade C or equivalent classification) for periods greater than six months if the vacancy was advertised (see subclause J1.2 of this Agreement for appeals on these decisions);
 - (l) decisions to promote or appoint an employee or to engage an employee on a temporary contract (see subclause J1.2 of this Agreement for appeals on promotion or appointment decisions);
 - (m) decisions to transfer or promote another employee to an advertised vacancy where the officer or employee was not an applicant (see the *PSM Act*);
 - (n) decisions to transfer an employee within the Agency (see the *PSM Act*).
- I2.2 Employees may seek a review under this Section of the processes leading to decisions under (k), (l) and (n).

I3 Initiating a Review

- I3.1 Unless it would not be appropriate, an employee should first discuss their concerns about an action or decision with the relevant manager/supervisor with a view to resolving the matter within the workplace before initiating a review under these procedures.
- I3.2 An employee, or the employee's union or other employee representative, has the right to apply for a review of any action or decision in relation to the employee's employment, unless the action or decision is specifically excluded under this Section.
- I3.3 An employee, or the employee's union or other employee representative, may initiate a review under this Section by making an application to the Chief Executive that:
- (a) is in writing; and
 - (b) identifies the action which the employee seeks a review of, and the effect on the employee of that action; and
 - (c) describes the outcome sought.

I4 Chief Executive Powers and Responsibilities

- I4.1 Where appropriate, and agreed by the employee who made the application under clause I3, or the employee's union or other employee representative, the Chief Executive must consider mediation as an option before arranging for a full investigation under subclause I4.3. The mediator will be agreed between the employee and the Chief Executive.
- I4.2 In the event that mediation does take place and that it resolves the issues raised in the application, then no further action is required under these procedures. In that event a formal written statement that the issue has been resolved must be signed by the employee and the Chief Executive.
- I4.3 Subject to subclauses I4.1 and I4.2, the Chief Executive must arrange for an application made under clause I3 to be investigated by an independent person (the nominee) who may be:
- (a) an Agency employee whose classification is Senior Officer Grade C or equivalent or higher who was not involved in the original action and who is agreed by the employee or the employee's union or other employee representative, such agreement not to be withheld unreasonably;
 - (b) a person agreed by the Agency Consultative Committee nominated from a panel of providers approved by the Commissioner for Public Administration; or
 - (c) an officer whose classification is Senior Officer Grade C or equivalent or higher from another ACTPS Agency and who is agreed by the employee or the employee's union or other employee representative, such agreement not to be withheld unreasonably.
- I4.4 The Chief Executive may determine the process under which an application is reviewed, subject to the principles set out in subclause I4.5.
- I4.5 The nominee must have due regard to the principles of natural justice and procedural fairness and act with as little formality and as quickly as practicable consistent with a fair and proper consideration of the issues. This includes but is not limited to:
- (a) fully informing the employee of all relevant issues and providing access to all relevant documents; and
 - (b) providing reasonable opportunity for the employee to respond; and
 - (c) advising the employee of the employee's rights to representation.

- I4.6 The nominee may recommend to the Chief Executive that an application should not be considered on any of the following grounds:
- (a) the application concerns a decision or action that is excluded under subclause I2.1; or
 - (b) a period of twenty-eight days has elapsed since the employee was advised of the decision except where extenuating circumstances exist; or
 - (c) the employee has made an application regarding the decision to a court or tribunal, or where the nominee believes it is more appropriate that such an application be made; or
 - (d) the nominee believes on reasonable grounds that the application:
 - i. is frivolous or vexatious; or
 - ii. is misconceived or lacks substance; or
 - iii. should not be heard for some other compelling reason.

I4.7 The Chief Executive must either confirm a recommendation made by the nominee under subclause I4.6 that an application should not be considered or arrange for another nominee to consider the application.

I4.8 The Chief Executive will inform the employee in writing, within fourteen days of the date of any decision under subclause I4.7, including, the reasons for any decision not to consider the application.

Procedures where the Subject of the Application is not an Action of the Chief Executive

I4.9 If the nominee does not make a recommendation under subclause I4.6, then that person must investigate the application. The nominee will then, subject to subclause I4.14, make a written report to the Chief Executive containing recommendations on whether the action that led to the application should be confirmed or varied or that other action be taken. A copy of this report will be provided at the same time to the applicant.

I4.10 Where the Chief Executive under subclause I 4.7 refers an application for review to another nominee, that nominee must investigate the application. That nominee will then, subject to subclause I4.14, make a written report to the Chief Executive containing recommendations on whether the action that led to the application should be confirmed or varied or that other action be taken. A copy of this report will be provided to the applicant at the same time.

I4.11 The applicant may respond to any aspects of the report. Such a response must be in writing and be provided to the Chief Executive within seven days of the applicant receiving the report.

I4.12 The Chief Executive, after considering the report from the nominee and any response by the applicant to the report of the nominee, may:

- (a) confirm the original action;
- (b) vary the original action; or
- (c) take any other action the Chief Executive believes is reasonable.

I4.13 The Chief Executive will inform the applicant in writing, within fourteen days, of any action under subclause I4.12, including the reasons for the action.

Procedures where the Subject of the Application is an Action of the Chief Executive

I4.14 Where the subject of the application is an action of the Chief Executive, the written report of the nominee under subclauses I4.9 or I4.10 will be made to the Commissioner for Public Administration. A copy of this report will be provided to the applicant at the same time.

I4.15 The Commissioner for Public Administration may, after considering the report from a nominee, recommend to the Chief Executive that:

- (a) the original action be confirmed; or
- (b) the original action be varied; or
- (c) other action be taken.

- I4.16 The Chief Executive, after considering the report from the Commissioner for Public Administration, may:
- (a) accept any or all of the report’s recommendation(s) and take such action as necessary to implement the recommendation(s); or
 - (b) not accept the report’s recommendation(s) and confirm the original action.
- I4.17 If the Chief Executive does not accept any one of the recommendation(s) of the Commissioner for Public Administration under subclause I4.15, the Chief Executive will:
- (a) provide written reasons to the Commissioner for Public Administration for not accepting the recommendation(s); and
 - (b) provide the applicant, within fourteen days, with written reasons for not accepting the recommendation(s).
- I4.18 If the Chief Executive does not accept any one of the recommendation(s) of the Commissioner for Public Administration under subclause I4.15, the Commissioner may report on this outcome in the Commissioner’s State of the Service Report.

I5 Right of External Review

- I5.1 The employee, or the employee’s union or other employee representative, may seek a review of a decision of the Chief Executive under subclause I4.12 or subclause I4.16 by an external tribunal or body, including FWA.
- I5.2 FWA will be empowered to resolve the matter in accordance with the powers and functions set out in clause H2 of this Agreement. The decision of FWA will be binding, subject to any rights of appeal against the decision to a Full Bench in accordance with clause H2.15.

Section J - Appeal Mechanism

J1 Objective and Application

- J1.1 This Section sets out an appeal mechanism for an employee where the employee is not satisfied with the outcome of decisions described in the following clause.
- J1.2 This appeal mechanism will apply to:
- (a) decisions about promotion or temporary performance (for periods in excess of six months) affecting the employee where the employee was an applicant for the position, except decisions made on the unanimous recommendation of a joint selection committee;
 - (b) decisions to take discipline action under Section G of this Agreement, except a decision to terminate the person's employment or a decision to suspend an employee with pay;
 - (c) decisions arising from underperformance action under Section G of this Agreement, except a decision to terminate the person's employment;
 - (d) decisions taken in relation to an employee's eligibility for benefits under clauses K5, K6 and the amount of such benefits, the amount payable by way of income maintenance under clause K9, and the giving of a notice of involuntary redundancy or notice of reduction in classification under clauses K7 and K8;
 - (e) an appeal by any suitable qualified officer against the process for positions at or below ASO6 (or equivalent). (Those above ASO6 may apply for an internal review of the process);
 - (f) any other decision that is subject to appeal under the *PSM Act*.
- J1.3 For purposes of paragraph J1.2(a), an appeal may only be made in relation to promotions or higher duties decisions where the pay applicable is any classification with a maximum pay that is less than the minimum pay of a classification equivalent to a Senior Officer Grade C.
- J1.4 An employee may have an entitlement to bring an action under the FWA in respect of any termination of employment under this Agreement. This will be the sole right of review of such an action.
- J1.5 This Section will apply to the exclusion of the grievance and promotion/temporary performance appeal provisions contained in the *PSM Act*.

J2 Initiating an Appeal

- J2.1 An employee, or the employee's union or other employee representative, may initiate an appeal under these procedures by making an application to the convener of Appeal Panels that:
- (a) is in writing; and
 - (b) describes the action taken or to be taken, the reasons for the application and the outcome sought; and
 - (c) is received by the convener of Appeal Panels within seven days of being notified of the decision to take the action and, in the case of promotion, within fourteen days of being notified of the decision.

J3 Composition of the Appeal Panel

- J3.1 The Chief Executive will nominate a person, or position, to be the convener of the Appeal Panel, who may be from the Agency or from another ACTPS Agency.
- J3.2 Where an application is received by the convener of the Appeal Panel within the timeframe set out in subclause J2.1 the convener of Appeal Panels will set up an Appeal Panel.

- J3.3 The Appeal Panel will comprise a nominee of the Agency, a nominee of the employee and a chairperson, where:
- (a) the chairperson is chosen from a panel of providers approved by the Commissioner for Public Administration (in consultation with the Agency Consultative Committee), or, in the case of an appeal relating to a promotion decision, an agreed person; and
 - (b) a chairperson from the panel of providers is so chosen on a rotational basis, unless there is an identified conflict of interest, in which case the next person on the panel of providers would be chosen.
- J3.4 The convenor may only be a member of an Appeal Panel with the agreement of the applicant.
- J3.5 A person is not eligible to be a member of an Appeal Panel if that person was involved in the decision that is the subject of the application.

J4 General Powers and Role of the Appeal Panel

- J4.1 In considering an application, the Appeal Panel must act in accordance with the principles of natural justice and procedural fairness. Proceedings of the Appeal Panel are to be conducted with as little formality and as quickly as practicable consistent with a fair and proper consideration of the issues.
- J4.2 The applicant may be represented by a union or other employee representative, or, with the consent of the Appeal Panel, by a legally qualified person.
- J4.3 The Appeal Panel will have the discretion to decide not to investigate the application, or, if it has commenced investigating the application, to decide not to proceed further if, in the opinion of the Panel:
- (a) the application is frivolous or vexatious, or not made in good faith; or
 - (b) the employee making the appeal may apply to another person or authority about the application who may more appropriately deal with the action; or
 - (c) an investigation or further investigation of the application is not warranted.

J5 Powers of the Appeal Panel – Appeals About Promotion and Temporary Performance

- J5.1 For appeals concerning promotion or temporary performance of higher duties under paragraph J1.2(a), the only ground on which the Appeal Panel can review the decision is that the employee making the appeal would be more efficient in performing the duties of the position than the person promoted or selected for temporary performance of higher duties.
- J5.2 After investigating an application about promotion or temporary performance affecting the applicant, the Appeal Panel will either confirm the decision or make recommendations to the Chief Executive to substitute another decision. The Appeal Panel will inform the applicant of this decision and the reasons for the decision.

J6 Powers of the Appeal Panel – Other Matters

- J6.1 After investigating any application under this clause other than an appeal about promotion or temporary transfer, the Appeal Panel will, subject to subclause J6.3, make a written report containing recommendations to the Chief Executive. A copy of this report will be provided to the applicant at the same time.
- J6.2 Where the subject of an application under this clause is a decision of the Chief Executive then the Appeal Panel, after investigating the application will, subject to subclause J6.3, make a written report containing recommendations to the Commissioner for Public Administration. A copy of this report will be provided to the applicant at the same time.

- J6.3 In making recommendations to the Chief Executive under subclause J6.1 or to the Commissioner for Public Administration under subclause J6.2, the Appeal Panel:
- (a) must provide the reasons for its recommendations; and
 - (b) may request the Chief Executive or the Commissioner for Public Administration, whichever is applicable, to inform other relevant parties of its recommendations.
- J6.4 The Chief Executive, after considering the report from an Appeal Panel under subclause J6.1, will make a decision on any recommendation in the report and inform the applicant in writing of the reasons for that decision, within fourteen days of receiving the report.
- J6.5 The Commissioner for Public Administration, after considering the report from an Appeal Panel under subclause J6.2, will recommend to the Chief Executive that the decision that is the subject of the application:
- (a) be confirmed; or
 - (b) be varied; or
 - (c) other action taken.
- J6.6 If the Chief Executive does not accept the recommendations of the Commissioner for Public Administration under subclause J6.5, the Chief Executive will:
- (a) provide written reasons to the Commissioner for Public Administration for not accepting the recommendations; and
 - (b) provide the applicant, within fourteen days, with written reasons for not accepting the recommendations.
- J6.7 If the Chief Executive does not accept the recommendations of the Commissioner for Public Administration under subclause J6.5, the Commissioner may report on this outcome in the Commissioner’s State of the Service Report.

J7 Costs

- J7.1 The Agency will not be liable for any costs associated with representing an applicant in these procedures.

J8 Right of External Review

- J8.1 The employee or the employee’s union or other representative may seek a review by the FWA of a decision of the Chief Executive under subclause J6.4 or subclause J6.6.
- J8.2 FWA will be empowered to resolve the matter in accordance with the powers and functions set out in clause H2 of this Agreement. The decision of FWA will be binding, subject to any rights of appeal against the decision to a Full Bench in accordance with clause H2.

Section K - Redeployment and Redundancy

K1 Application

- K1.1 The Agency recognises the need to make the most effective use of the skills, abilities and qualifications of its officers in a changing environment. When positions become excess, the Agency will seek to redeploy permanent officers within the Agency or the ACTPS in order to avoid or minimise an excess officer situation. Should redeployment not be possible, voluntary redundancy, reduction in classification and involuntary redundancy will be considered in that order. Throughout these procedures the Agency will, where practicable, take into consideration the personal and career aspirations and family responsibilities of affected officers.
- K1.2 These provisions do not apply to temporary and casual employees or officers on probation.

K2 Definitions

- K2.1 Excess officer means an officer who has been notified in writing by the Chief Executive that he or she is excess to the Agency's requirements because:
- (a) the officer is included in a class of officers employed in the Agency, which class comprises a greater number of officers than is necessary for the efficient and economical working of the Agency; or
 - (b) the services of the officer cannot be effectively used because of technological or other changes in the work methods of the Agency or changes in the nature, extent or organisation of the functions of the Agency.
- K2.2 Potentially excess officer means an officer who is likely to become actually excess in a foreseeable space of time.

K3 Consultation

- K3.1 Where it appears to the Chief Executive that a position is likely to be either potentially or actually excess to the Agency's requirements, and prior to any individual employee(s) being identified, the Chief Executive will, at the earliest practicable time, advise and discuss with the union(s), the following issues (as appropriate in each case):
- (a) the number and classification of officers in the part of the Agency affected;
 - (b) the reasons an officer is or officers are likely to be excess to requirements;
 - (c) the method of identifying officers as excess, having regard to the efficient and economical working of the Agency and the relative efficiency of officers;
 - (d) the number, classification, location and details of the officers likely to be excess;
 - (e) the number and classification of officers expected to be required for the performance of any continuing functions in the part of the Agency affected;
 - (f) measures that could be taken to remove or reduce the incidence of officers becoming excess;
 - (g) redeployment prospects for the officers concerned;
 - (h) the appropriateness of using voluntary retirement; and
 - (i) whether it is appropriate for involuntary retirement to be used if necessary.
- K3.2 No information that would identify any individual officers will be provided by the Chief Executive under this Section.
- K3.3 The discussions under subclause K3.1 will take place over such time as is reasonable, taking into account the complexity of the restructuring and need for potential excess officer situations to be resolved quickly. Any use of involuntary retirement will be agreed between the Chief Executive and the union(s) at this stage and will not be used without the written agreement of the Chief Executive and the union(s).

- K3.4 Except where a lesser period is agreed between the Chief Executive and the officer, the officer will not, within one month after the union(s) has been advised under subclause K3.1, be invited to volunteer for retirement nor be advised in writing that he or she is excess to the Agency's requirements.
- K3.5 The Chief Executive will comply with the notification and consultation requirements for union(s) and Centrelink about terminations set out in the *FW Act*.

K4 Information Provided to the Officer

Informal Advice

- K4.1 At the point where individual employees can be identified, the Chief Executive will advise the officer(s) that a position(s) is likely to become excess and that the employee may be affected. In that advice the officer(s) will also be advised that the officer may be represented by a union or other employee representative at subsequent discussions. The Chief Executive will discuss with the officer(s) and, where chosen, the union or other employee representative(s) the issues dealt with in subclauses K3.1(a) through (i) (as appropriate in each case).
- K4.2 The Chief Executive will, at the first available opportunity, inform all officers likely to be affected by an excess staffing situation of the terms and operation of this Section.

Formal Notification

- K4.3 The notification of an officer's potentially excess status will only be given when the consultation required under subclause K3.1 and the consultation required under subclause K4.1 has taken place. Following such consultation, where the Chief Executive is aware that an officer is potentially excess, the Chief Executive will advise the officer in writing.
- K4.4 To allow an excess officer to make an informed decision on whether to submit an election to be voluntarily retired, the Chief Executive must provide the officer with advice on:
- (a) the sums of money the officer would receive by way of severance pay, pay instead of notice, and paid up leave credits; and
 - (b) the career transition/development opportunities within the Agency.
- The officer should also seek independent advice on:
- (a) amount of accumulated Superannuation contributions;
 - (b) the options open to the officer concerning superannuation; and
 - (c) the taxation rules applicable to the various payments.
- K4.5 The Agency will supplement the costs of independent, accredited financial counselling incurred by each officer who has been offered voluntary redundancy up to a maximum of \$1000. The Chief Executive will authorise the accredited financial counsellors to invoice the Agency directly.

K5 Voluntary Redundancy

- K5.1 At the completion of the discussions in accordance with clause K3, the Chief Executive may invite officers to elect to be made voluntarily redundant under this clause.
- K5.2 Where the Chief Executive invites an excess officer to elect to be made voluntarily redundant, the officer will have a maximum of one calendar month from the date of the offer in which to advise the Chief Executive of the officer's election, and the Chief Executive will not give notice of redundancy before the end of the one month period.

- K5.3 Subject to subclause K5.4, where the Chief Executive approves an election to be made redundant and gives the notice of retirement in accordance with the *PSM Act*, the period of notice will be one month, or five weeks if the officer is over forty-five years old and has completed at least two years continuous service.
- K5.4 Where the Chief Executive so directs, or the officer so requests, the officer will be retired at any time within the period of notice under subclause K5.3, and the officer will be paid in lieu of pay for the unexpired portion of the notice period.

K6 Severance Benefit

- K6.1 An officer who elects to be made redundant in accordance with this clause will be entitled to be paid either of the following, whichever is the greater:
- (a) a sum equal to two weeks of the officer's pay for each completed year of continuous service, plus a pro rata payment for completed months of continuous service since the last year of continuous service. The maximum sum payable under this paragraph will be 48 weeks pay; or
 - (b) twenty-six weeks pay.
- K6.2 For the purpose of calculating any payment instead of notice or part payment, the pay an officer would have received had he or she been on annual leave during the notice period, or the unexpired portion of the notice period as appropriate, will be used.
- K6.3 For the purpose of calculating payment under subclause K6.1:
- (a) where an officer has been acting in a higher position for a continuous period of at least twelve months immediately preceding the date on which he or she receives notice of retirement, the pay level will be the officer's pay in such higher position at that date;
 - (b) where an officer has, during 50% or more of pay periods in the twelve months immediately preceding the date on which he or she receives notice of retirement, been paid a loading for shiftwork or are paid a composite pay, the weekly average amount of shift loading received during that twelve month period will be counted as part of "weeks pay";
 - (c) the inclusion of other allowances, being allowances in the nature of pay, will be subject to the approval of the Chief Executive.
- K6.4 Where a redundancy situation affects a number of officers engaged in the same work at the same level, elections to be made redundant may be invited.
- K6.5 Nothing in this Agreement will prevent the Chief Executive inviting officers who are not in a redundancy situation to express interest in voluntary redundancy, where such redundancies would permit the redeployment of potentially excess and excess officers who do not wish to accept voluntary redundancy.

K7 Redeployment

- K7.1 Redeployment of potentially excess and excess officers will be in accordance with the officer's experience, ability and, as far as possible, the officer's career aspirations and wishes.
- K7.2 The Chief Executive will consider potentially excess and excess officers from other ACTPS agencies in isolation for vacancies at the officers' substantive level.
- K7.3 Excess officers (potential or actual) have absolute preference for transfer to positions at the officers' substantive level and must be considered in isolation from other applicants for any vacancy within the ACTPS. An excess officer need only be found suitable, or suitable within a reasonable time (generally three to six months) to be transferred to the position. For the purposes of this clause substantive level means the same classification or a classification where the maximum pay does not exceed the top increment of the officer's current classification by more than 10%.

- K7.4 The Chief Executive will make every effort to facilitate the placement of an excess officer, both within the Agency and to other ACTPS agencies.
- K7.5 The Chief Executive will arrange reasonable training that would assist the excess officer’s prospects for redeployment.
- K7.6 The Chief Executive will provide appropriate internal assistance and career counselling and assist as necessary with the preparation of job applications.
- K7.7 An excess officer who does not accept voluntary redundancy is entitled to a seven month retention period.
- K7.8 The retention period will commence:
- (a) on the day the officer is advised in writing by the Chief Executive that he or she is an actually excess officer; or
 - (b) in the case of an officer who is invited by the Chief Executive to submit an election to be retired - one month after the day on which the election is invited;
- whichever is the earlier.
- K7.9 The Chief Executive may reduce the officer in classification and place the officer in a specific position within the Agency, where the officer:
- (a) i. was found unsuitable in a merit selection process for three separate positions; or
ii. has not applied for at least three separate positions, for which the officer could reasonably be expected to be qualified to perform, either immediately or in a reasonable time; and
 - (b) cannot be placed in gainful employment at the officer's substantive level at the end of the retention period, and
 - (c) the officer agrees.
- K7.10 The agreement of the officer to be reduced in classification as required in paragraph K7.9(c) will not be unreasonably withheld.
- K7.11 Despite the above, if, at the end of the retention period, the Chief Executive is of the opinion that there is insufficient productive work available for the excess officer, the Chief Executive may, subject to the agreement of the officer, such agreement not to be unreasonably withheld, reduce the officer in classification in order to place the officer in a specific position in the Agency.
- K7.12 An excess officer will not be reduced in classification if he or she has not been invited to elect to be voluntarily retired with benefits, or has made such an election and the Chief Executive refuses to approve it.
- K7.13 Where the Chief Executive proposes to reduce an excess officer’s classification, the officer will be given no less than four weeks notice of the action proposed; or five weeks if the officer is over forty-five years old and has completed at least two years of continuous service. This notice period will, as far as practicable, be concurrent with the seven month retention period.

K8 Involuntary Retirement

- K8.1 An excess officer may be made involuntarily redundant, subject to the agreement of the union(s). This clause applies to excess officers who are not:
- (a) retired with consent;
 - (b) redeployed to another position; or
 - (c) reduced in classification.

- K8.2 An officer may be involuntarily retired subject to the agreement of the union(s), such agreement not to be withheld if, during or after six months from the date the officer was declared excess, the officer:
- (a) does not accept a transfer in accordance with the *PSM Act*; or
 - (b) has refused to apply for, or be considered for, a position for which the officer could reasonably be expected to be qualified to perform, either immediately or in a reasonable time.
- K8.3 Where the Chief Executive believes that there is insufficient productive work available for an excess officer during the retention period, the Chief Executive may make the officer involuntarily redundant before the end of the retention period.
- K8.4 An excess officer will not be involuntarily retired if he or she has not been invited to elect to be voluntarily retired with benefits, or has made such an election and the Chief Executive refuses to approve it.
- K8.5 Where the Chief Executive involuntarily retires an excess officer, the officer will be given no less than four weeks' notice of the action proposed; or five weeks if the officer is over forty-five years old and has completed at least two years of continuous service. This notice period will, as far as practicable, be concurrent with the seven month retention period.

K9 Income Maintenance Payment

- K9.1 An officer who has been receiving a higher rate of pay for a continuous period of at least twelve months and who would have continued to receive that pay rate, except for the excess officer declaration, will be considered to have the higher pay rate.
- K9.2 This pay will be known as the income maintenance pay. The income maintenance pay, where applicable, will be used for the calculation of all conditions and entitlements under this clause.
- K9.3 The income maintenance pay exists for the retention period or the balance of the retention period.
- K9.4 If an officer is involuntarily retired, the entitlements, including paying out the balance of the retention periods, where applicable, will be calculated on the income maintenance pay rate. If an officer is involuntarily retired during the retention periods the officer's date of retirement is the date that the officer would have retired after the retention period ceased, not the date of the involuntary retirement. All final entitlements will be calculated from the latter date.
- K9.5 If an officer is involuntarily reduced in classification during the retention period, the officer will be entitled to be paid at the income maintenance pay rate for the balance of the retention period.
- K9.6 All allowances in the nature of pay will be included in determining the income maintenance pay rate.

K10 Leave and Expenses to Seek Employment

- K10.1 At any time after the officer has been advised under subclause K4.3 of being potentially excess, the officer is entitled to paid leave to seek alternative employment. Leave granted under this clause will be for periods of time to examine the job and to attend interviews. Reasonable travelling time will also be granted.
- K10.2 The officer will be entitled to any reasonable fares and other incidental expenses if these are not met by the prospective employer.

K11 Use of Personal Leave

- K11.1 The use of personal leave will not extend the retention periods of an officer unless these periods are supported by a medical certificate and/or are of such a nature as to make the seeking of employment during certificated personal leave inappropriate.

- K11.2 An officer who is receiving income maintenance will have those payments continued during certified personal leave periods of up to a total of six months.

K12 Appeals

- K12.1 Without affecting the officer's rights under the *FW Act*, an excess officer has the right under Section J to appeal any decision taken in relation to the officer's eligibility for benefits under clauses K5, K6 and K7, the amount of such benefits, or the amount payable by way of income maintenance under clause K9.
- K12.2 An excess officer has the right under Section J to appeal against the giving, in accordance with clauses K7 and K8, of a notice of involuntary redundancy or notice of reduction in classification.

K13 Agreement Not To Prevent Other Action

- K13.1 Nothing in this Agreement will prevent the reduction in classification of an officer or the retirement of an officer as a result of action relating to discipline, invalidity, inefficiency or loss of essential qualifications.

K14 Re-engagement of Previously Retrenched Officers

- K14.1 Despite the *PSM Act*, officers who are involuntarily retired from the ACTPS can be engaged at any time by the Chief Executive without the written consent of the Commissioner for Public Administration.
- K14.2 Officers who elect to be made voluntarily redundant under clause K5 cannot be re-engaged in the ACTPS within two years of the date of the officers' separation from the ACTPS, except with the written consent of the Commissioner for Public Administration.

Section L - Management or Government Initiated Transfers

L1 Gaining Employees

- L1.1 Despite anything to the contrary in the *PSM Act*, this Section applies where the Agency:
- (a) gains the holder of an office (a new employee) who has been transferred under section 15(5) of the *PSM Act*; or
 - (b) gains an employee (a new employee) under section 16(2) of the *PSM Act*; or
 - (c) gains an unattached officer (a new employee) under section 119 of the *PSM Act*; or
 - (d) gains an employee (a new employee) as a result of a management initiated transfer or transfer arising from changes to the Administrative Arrangement Orders.
- L1.2 Subject to subclauses L1.3 and L1.4, the terms and conditions of this Agreement will apply to the new employee.
- L1.3 In applying the terms and conditions of this Agreement to a new employee, the Chief Executive will determine, following transfer of the employee to this Agency, the pay and classification of the new employee according to the following principles:
- (a) the Chief Executive will determine the new employee's classification (called the "new classification") for the purposes of this Agreement and the conditions of employment (excluding pay) will be solely in accordance with the conditions applicable to that classification under this Agreement with accrued entitlements being preserved in accordance with clause L2;
 - (b) if the new employee's current pay (after any necessary adjustments required by clause L2) is within the range of pays for the new classification, the new employee will continue to receive that pay;
 - (c) if the lowest pay in the range of pays applicable to the new classification is higher than the new employee's current pay, the employee's pay will be increased to the lowest pay applicable to the new classification or the appropriate relativity in the new incremental range;
 - (d) if the highest pay in the range of pays applicable to the new classification is less than what the new employee is currently being paid then:
 - i. the employee's pay will be frozen at its current level; and
 - ii. despite anything to the contrary in this Agreement, the employee will not receive any increase in pay unless and until the highest pay applicable to the employee's classification under this Agreement equals or exceeds the employee's current pay, at which time the employee will receive the highest pay applicable to the employee's classification under this Agreement together with any future increases under this Agreement.
- L1.4 A new employee who, at the time the employee was transferred to the Agency, was working under approved flextime arrangements, will be entitled to continue the flextime arrangements in the Agency. This provision will apply unless otherwise agreed by the Chief Executive and the employee, or until a new enterprise agreement for the Agency commences operation under the *FW Act*.
- L1.5 The provisions of the *PSM Act* dealing with promotions or transfers do not apply to anything done in connection with the implementation of this Section. In particular, any increase in a new employee's pay or classification is deemed not appellable as a promotion and does not require the new employee's position to be advertised.

L2 Preservation of Accrued Entitlements

- L2.1 New employees will not lose the benefit of accrued entitlements upon joining the Agency. Accordingly, the new employee's overall level of accrued entitlements will be preserved according to the following principles:
- (a) where the accrued entitlements are consistent with this Agreement, these entitlements will be preserved but may only be accessed in a manner consistent with the provisions of this Agreement;
 - (b) where the accrued entitlements are not consistent with this Agreement and/or cannot be accessed in a manner consistent with this Agreement, then these entitlements will be converted into entitlements or benefits consistent with this Agreement at the discretion of the Chief Executive in consultation with the employee.
- L2.2 This clause must be implemented in such a way that an employee is no worse off in terms of the overall level of accrued entitlements.

L3 Establishment of a New ACTPS Agency

- L3.1 If a new ACT Government Agency is established the terms and conditions of this Agreement will apply for twelve months from the establishment of the new Agency or for seven days after an enterprise agreement for the new Agency is approved by FWA, whichever occurs first, to the following:
- (a) an officer who occupies an office in this Agency that is transferred to the new Agency under machinery of government, management or government initiated changes; or
 - (b) an employee or unattached officer in this Agency who is transferred to the new Agency under machinery of government, management or government initiated changes; or
 - (c) an officer or employee in this Agency who is appointed to or engaged in an office that was transferred to the new Agency under machinery of government changes; or
 - (d) an officer or employee in this Agency who is engaged in a new office created by the new Agency, where the officer or employee is engaged in one of the classifications in Annex A of this Agreement.
- L3.2 If an office is established in a new Agency, the terms and conditions of this Agreement will apply:
- (a) to an occupant of that office if it was established to support functions and/or matters that had been performed by this Agency before the establishment of the new Agency;
 - (b) for twelve months from the establishment of the new Agency or seven days after an enterprise agreement for the new Agency is approved by FWA, whichever first occurs.

L4 Appeal Rights

- L4.1 A new employee may seek a review under Section I about decisions made under this Section affecting the employee's terms and conditions of employment in the new Agency.

Schedule 1: ACT Department of Education and Training Agency Specific Conditions

Section M – Employee Initiatives

M1 Targeted Employment Programs

- M1.1 Participants engaged in relation to clause A2.7 will be appointed under the PSM Act with a six-month probation period.
- M1.2 On successful completion of a graduate program, the Agency’s participants will be advanced into a position at the ASO4, ASO5 or ASO6 levels as determined by the Chief Executive.

Section N – Attendance

N1 Ordinary Hours of Work

- N1.1 Ordinary hours of work for Administrative Service Officers are in accordance with Clause B4 - Hours of Work for non shift workers.
- N1.2 During their ordinary hours of work all employees based in schools, including Learning Support Assistants (LSA), and BSOs, must be provided adequate time and facilities to access relevant information and communication technology for work related purposes
- N1.3 For the purposes of clause N1.7 Principals are to ensure that adequate support is available to front office employees to enable them to take required breaks and attend to other responsibilities including first aid (where applicable).
- N1.4 School Assistants
Ordinary hours of work for full time School Assistants are 125 hours over a four-week period (i.e. an average of 62 hours 30 minutes per fortnight or 31 hours 15 minutes per week). Ordinary daily hours of work for School Assistants will usually be 6 hours 15 minutes per day with an additional 45-minutes for a lunch break. Subject to clause N1.7 the 45-minute break may be taken in a combination of breaks agreed between the manager and employee. A manager and an employee may agree on a pattern of hours of work subject to hours of work averaging 62 hours 30 minutes per fortnight. For part-time employees, hours are those designated for the job or agreed in their part-time work agreement.
- N1.5 Hours of work arrangements may vary according to operational requirements and workplace health and safety principles. In determining hours of work, the personal needs and family responsibilities of employees must be given consideration.
- N1.6 Where employees work beyond ordinary hours of work in a fortnight they must have access to Time Off in Lieu (TOIL) or payment of overtime. Where TOIL arrangements are in place they will be based on the employee's record of attendance maintained in accordance with clause N3 – Recording of Attendance.
- N1.7 When employees are required to vary their standard hours due to operational requirements or to meet the specific needs of a school, they must be provided with a meal break of no less than 30 minutes after five continuous hours of work.
- N1.8 Building Service Officer (BSO)
Ordinary hours of work for Building Service Officer (BSO) classifications are 152 hours over a four-week period (i.e. an average of 76 hours per fortnight or 38 hours per week) in accordance with clause B4.4 – 38 hours per week position. Ordinary daily hours of work will usually be 7 hours 36 minutes. The manager and an employee may agree on a pattern of hours of work averaging 38 hours per week over the agreed settlement period, and within the working hours bandwidth. For permanent and temporary part-time employees, hours are those designated for the job or agreed in their part-time work agreement.
- N1.9 Accrued Days Off (ADO) for BSO
ADO for BSOs will accrue in accordance with clause B9 – Accrued Days Off (ADO's).
- N1.10 Accrual toward an ADO does not occur when an employee is on any form of leave (including annual leave or personal leave).
- N1.11 The ADO may be taken at a time agreed between the employee and manager, subject to the following:
- (a) Where practicable, ADOs should be taken during the school vacation immediately following the

term in which they accrue

- (b) An ADO cannot be anticipated
- (c) ADOs may be accumulated by the employee, but may not be carried over into the next school year
- (d) ADOs must be recorded in accordance with clause N3 – Recording of Attendance. ADOs taken before or after annual leave must be indicated on leave application forms
- (e) BSOs who are temporary employees may elect to take their ADOs during the school vacation
- (f) Unused ADOs will be paid on separation.

N2 Flextime for Employees Based in Schools

- N2.1 Flextime arrangements do not apply to School Assistants or BSO classifications. Refer to clause N1.6 for School Assistants and clause N1.11 for BSO.
- N2.2 Time spent by Business Managers on school board business after 6:00pm will be:
 - (a) Counted as flextime and credited to the employee at a rate of one and a half, or
 - (b) Be paid as overtime as agreed between the Business Manager and their manager.
- N2.3 In accordance with clause B6.12 employees based in schools may accrue up to ten days flextime in any settlement period and may not have an accrual in excess of five days of flextime at the conclusion of any settlement period.
- N2.4 Where immediately before the commencement of each school term (including professional development days or school planning days), an employee has over and above five days flextime credit, those excess credits will be forfeited. Changes to this may be negotiated between the employee and their manager. Any such changes must be documented and available for audit inspection on request
- N2.5 For employees based in schools, a settlement period comprises one school term plus the school vacation period immediately following it.
- N2.6 For the purposes of clause B6.16 unless otherwise agreed with the manager, employees based in schools will take flextime during school vacation periods.

N3 Recording of Attendance

- N3.1 All employees are required to record their attendance.
- N3.2 The employee is responsible for ensuring their attendance record is accurate
- N3.3 Attendance details must be recorded using the appropriate approved format and a hard copy retained for a period of two years. Absences during normal hours of duty should be recorded in the same manner.
- N3.4 Employees at or below the Senior Officer Grade C level or equivalent must record the time of their arrival and departure to and from the workplace each day at the actual time they arrive or depart unless they temporarily leave the workplace during normal working hours on official business.
- N3.5 Arrival and departure times should not be adjusted in any way.
- N3.6 A breach of this clause would constitute misconduct and may be dealt with under Section G – Workplace Behaviours.

N4 Senior Officer Grade C (or equivalent)

N4.1 For the purpose of clause B6 - Flextime a Senior Officer Grade C may negotiate time in lieu arrangements as an alternative to flextime in consultation with the Chief Executive.

N5 Senior Officer Grade A and B (or equivalent)

N5.1 In addition to clause B7 – Flexible Working Arrangements for SOGA and B and Equivalent Employees, Senior Officers Grade A and B may negotiate suitable alternative time in lieu arrangements in consultation with the Chief Executive.

Section O – Leave

O1 Purchase Leave

- O1.1 Purchased leave arrangements are outlined in clause F9 – Purchased Leave. However, unless otherwise agreed with the manager, all purchased leave for employees based in schools should be taken during school vacation periods within a 12 month period from the date the employee commences participation in the purchased leave scheme.

O2 Managing Employee Absences

- O2.1 The Agency and the Union(s) acknowledge the importance of effectively managing employee absences and timely submission of leave forms.
- O2.2 All employees are required to submit an application for leave prior to any planned absence or, for unplanned absences, within 10 days of the initial absence unless there are exceptional circumstances (e.g. hospitalisation).
- O2.3 Absences not covered by approved leave are unauthorised absences and will result in salary action, and may be dealt with under Section G – Workplace Behaviours in accordance with the Agency’s Mandatory Procedures for Managing Employee Absences.

O3 Stand down

- O3.1 Stand down applies to school assistant 2, 2/3 and 3 classifications only.
- O3.2 The days following the designated annual leave period set out in clause O4.4 and prior to commencement of the school year constitute a paid stand down period.
- O3.3 The working days between the published school term dates during the school year also constitute a paid stand down period.
- O3.4 Where circumstances justify it, the Chief Executive may recall a school assistant to duty during a period of designated stand down.
- O3.5 Where a school assistant is required on duty during a period of stand down, there is no entitlement to day/s of stand down in lieu of such duty.

O4 Annual Leave for School Assistants

- O4.1 This clause must be read in conjunction with clause F7 – Annual Leave.
- O4.2 School Assistants, who commence duty on or before first school day of a calendar year and work without a break in service during the year, are entitled to the equivalent of four weeks annual leave for each calendar year of service for their ordinary hours of duty.
- O4.3 The Chief Executive may direct a school assistant to take accrued annual leave, whether or not an application for leave has been made, at a time that is convenient to the Agency.
- O4.4 School assistants are required to take their accrued annual leave (20 days maximum) during a period commencing on the first working day following the end of Term 4 and concluding on the last working day prior to Australia Day. This period consists of:
- (a) Public holidays (in accordance with clause F10)
 - (b) Annual leave (maximum of 20 days)

- (c) Christmas shutdown (in accordance with clause F11)
- (d) Where required, stand down (clause O3)

O4.5 During the period referred to in sub-clause O4.4 the maximum 20 days of annual leave will be exhausted prior to Christmas shutdown and then where required, stand down being accessed. This period where the 20 days annual leave is exhausted is the designated annual leave period.

As an example: In the event that declared public holidays, two days Christmas shutdown and only 19 days annual leave would complete the period referred to in sub-clause O4.4, then only one day of Christmas shutdown would be accessed to ensure the 20 days annual leave is exhausted.

- O4.6 When a school assistant does not have sufficient accrued annual leave to cover the designated annual leave period, they will be placed on stand down once accrued annual leave credits have been exhausted. Unless otherwise determined by the Chief Executive, this period of stand down will be without pay
- O4.7 Unless otherwise determined by the Chief Executive, school assistants may not use accrued annual leave during school term time.

O5 Recall to duty during annual leave

- O5.1 Where circumstances justify it, the Chief Executive may recall a school assistant to duty during a period of designated annual leave.
- O5.2 Re-credited annual leave resulting from a recall to duty during annual leave may be taken at a time in the subsequent school year agreed between the school assistant and the Chief Executive.
- O5.3 A school assistant is deemed to be on annual leave in accordance with sub-clause O4.4 unless otherwise directed by the Chief Executive.
- O5.4 Approval to take re-credited annual leave is subject to the efficient operations of the school.
- O5.5 Temporary school assistants on contract are on paid stand-down for school vacations within the school year covered by the contract. They are paid pro rata annual leave and annual leave loading on expiration of the contract.

Section P – Allowances

P1 Travelling Entitlement – Certain Workplaces

- P1.1 An employee appointed to, or contracted at Birrigai@Tidbinbilla or Jervis Bay Primary School (listed in Annex C) is entitled to receive a Travelling Entitlement.
- P1.2 The Travelling Entitlement is payable for each complete trip when an employee attends duty to a maximum of one per day.
- P1.3 An employee is entitled to be paid the full rate of the entitlement for each continuous period of duty if they do not travel at the Agency's expense and:
- (a) Travel to an isolated establishment to attend for a period of normal duty, or
 - (b) Have been directed to return to duty, with or without prior notice, to perform extra duty.
- P1.4 An employee who meets the requirements above but travels at the Agency's expense on the journey either to or from the isolated establishment, is entitled to be paid only at the partial rate.
- P1.5 An employee who lives in a dwelling provided by the Agency at the isolated establishment, or lives within 10 kilometres from it, is not entitled to Travelling Entitlement unless they receive a payment for the use of a private motor vehicle for official purposes.
- P1.6 Where an employee receives payments of an allowance provided under this clause and the payment is less than the Travelling Entitlement, they are entitled to be paid the difference between the payment received and the Travel Entitlement
- P1.7 Travel Entitlement – Birrigai@Tidbinbilla and Travel Entitlement - Jervis Bay Primary School, and the relevant rates of pay will be reviewed in accordance with Clause C18 – Other Allowances - Rationalisation and cease if the establishment no longer fulfils the criteria for the payment of Travel Entitlement.

Section Q – Personal and Career Development

Q1 Performance Management Scheme (PMS)

- Q1.1 This section should be read in conjunction with sub-clause A2.8-2.11 – *Developing our people*.
- Q1.2 One of the purposes of performance management schemes is to empower the employee to achieve personal goals aligned with section/school and Departmental objectives.

Q2 Personal Development Plans (PDP)

- Q2.1 All officers (permanent staff) are required to have a PDP.
- Q2.2 Both short term and long term temporary employees are encouraged to have a PDP. Managers are required to consult with temporary employees on the development of a PDP.
- Q2.3 The Agency agrees to provide ongoing training for supervisors/managers to assist with the implementation of PDP within their sections/schools
- Q2.4 The PDP should be linked to the business/action plans of the work area. PDP should include career development arrangements which encourages quality learning and development. PDP are to be developed with employees during hours of work.
- Q2.5 For employees based in schools, PDP should be linked to the required professional learning under clause Q3 – Career Development (Professional Learning).
- Q2.6 PDP should also be linked to any applicable competencies and/or capabilities, and/or completion of qualifications including certificate IV, diplomas, etc. Competencies and/or capabilities where further development is required should be identified and appropriate professional learning put in place in accordance with clause Q3 – Career Development (Professional Learning).
- Q2.7 For BSOs, PDP should be linked to the applicable competencies and/or capabilities and/or relevant Certificate III or IV. Competencies where further development is required should be identified and appropriate professional learning put in place in accordance with clause T2 – Assessment – Progression through the Salary Increment Steps and sub-clause T3.1 – BSO Career Development (Professional Learning)
- Q2.8 Where an employee is required by the employer to attain or upgrade any qualification, the Agency will pay costs associated with gaining the qualification.
- Q2.9 Prior to initiating an action in relation to an employee under Section G – Workplace Behaviours, there must be a PDP for an employee.

Q3 Career Development (Professional Learning)

- Q3.1 Employees based in schools are to undertake relevant professional learning (PL). The PL is to align with school and system priorities as identified through Personal Development Plans (PDP) and enhance personal and professional skills along with career aspirations.
- Q3.2 All School Assistants and Preschool Assistants will participate in a minimum of four days (or 25 hours) of appropriate and approved PL and planning per calendar year. A pro rata amount undertaken by permanent part time employees i.e. 0.5 full time equivalent will require two days of PL. PL done outside of normal working hours counts towards the minimum of four days. Normal payment rates will apply to casuals who are requested to undertake PL.

- Q3.3 Other employees based in schools, including Business Managers and other administrative classifications, will participate in PL as part of their normal hours of work.
- Q3.4 For School Assistants, approved PL may occur at any time during the year but preferably during designated stand-down periods. Employees undertaking their designated PL, in accordance with sub-clause Q3.2, during school hours, are required to make up the equivalent time during stand-down or other periods as negotiated between the employee and the supervisor.
- Q3.5 The area responsible for PL will offer 8 days per year of PL to meet the identified PL needs of its employees as identified through the PDP process. While it is preferred that professional learning be scheduled during stand-down periods, it may also be offered using flexible and appropriate delivery arrangements throughout the year subject to supervisor's approval. Managers are responsible for ensuring that appropriate PL is identified and funds are specifically allocated to allow all employees to access approved PL opportunities.
- Q3.6 PL in excess of four days may not be carried over to the following year.
- Q3.7 Attendance at designated stand-down PL is compulsory, however, normal leave entitlements apply. Managers may request medical certificates from employees absent due to illness on designated PL days. All School Assistants and Preschool Assistants are to receive reasonable notice of PL they are required to attend. Where possible, PL and other scheduled events should be included in the yearly planner/term planner.

Section R – Temporary Engagement

R1 Appointment after Long Term Temporary Engagement

R1.1 The Chief Executive may approve the appointment of an employee into a nominally vacant position without an additional selection process where:

- (a) The employee has been engaged on temporary contract to perform the duties of the vacant position (or a position with identical selection criteria) for a period of more than 12 continuous months and has undergone a merit selection process in order to act in the position; and
- (b) The vacant position was initially advertised for a minimum period of 6 months with the possibility of an extension; and
- (c) Organisational requirements and financing for the position exist; and
- (d) On reasonable grounds an additional merit selection process would not identify a more meritorious applicant than the position's present occupant; and
- (e) Immediately before the appointment, the employee's manager assesses the employee against the selection criteria for the position as satisfactory; and
- (f) There is no potentially or actually excess officer suitable to be placed in the position.

Note: for the purposes of sub-clause R1.1 (a), the 12-months continuous engagement may not be considered to have been broken where the employee performs the duties of another position at the same or higher level during the 12-month period.

R1.2 For the purposes of sub-clause R1.1 (a), a merit selection process means a process of selection for filling a vacant position on the basis of the merit of the applicant(s), which includes:

- (a) Advertisement of the position in the ACT Government Gazette; and
- (b) Comparative assessment of suitable applicants for the position, if there is more than one applicant; and
- (c) Selection based on the recommendation of a Selection Advisory Committee or a Joint Selection Committee.

R1.3 Where a vacancy is advertised as a temporary vacancy the advertisement described in sub-clause R1.2 (a) will indicate that successful applicants for the advertised vacancy are subject to the provisions contained in this clause and that an engagement resulting from the advertisement may lead to appointment under the provisions of this clause.

R1.4 The appointment of an employee in accordance with sub-clause R1.1 shall be notified as an appointment to a non-advertised position.

R2 Temporary Employment of School Assistants

R2.1 Consistent with sub-clause B1.1 and B1.2, a school assistant employed either part time or full time in the same position on a regular basis for a period in excess of 20 continuous school days (4 weeks) but less than 12 months will be placed on a short term temporary contract. The following arrangements will apply:

- (a) A short term contract is arranged through the school and can only be offered to applicants who are registered school assistants.
- (b) A short term contract can only be offered between the first day of the school year until the last day of the school year. A school assistant with a short term contract on either side of the school terms during

the school year will receive payment for the stand down period.

- (c) A temporary school assistant on a short term contract is entitled to personal leave in accordance with relevant provisions contained in clause F4 - Personal Leave. A full time temporary school assistant with a short term contract of less than 12 months will receive the personal leave entitlement at a pro rata basis as contained in sub-clause F4.10. A part time temporary school assistant with a short term contract of less than 12 months will receive the personal leave entitlement on a pro rata basis based on the school assistants prescribed hours of duty.
- (d) A temporary school assistant on a short term contract is entitled to annual leave provisions contained in clause F7 – Annual Leave.
- (e) Annual leave accrued in accordance with clause F7 – Annual Leave will be paid out at the end of the temporary contact

Section S – DET Specific Classifications

S1 Relationship Between Classifications and Local Designations

S1.1 A number of local designations exist and are aligned with the classifications set by the PSM Act as shown in the table below. Aligned classifications share common pay points and conditions unless specifically altered in this Agreement.

Local Designation	PSM Act Classification
Building Service Officer	GSO3 – GSO4
School Assistant 2 <ul style="list-style-type: none"> • Home Science Assistant • Preschool Assistant • School Administrative Assistant • General Assistant • Technology Assistant • Information Communication Technology Assistant • Library Assistant • Defence Transition Mentor • Defence School Transition Aide 	Permanent part time ASO2 (.85)
School Assistant 2/3 <ul style="list-style-type: none"> ▪ Learning Support Assistant 	Permanent part time ASO2-ASO3 (.85)
School Assistant 3 <ul style="list-style-type: none"> • Laboratory Assistant • Vision Support Assistant • Hearing Support Assistant • Bilingual Assistant • Indigenous Education Worker 	Permanent part time ASO3 (.85)
Finance Officer	ASO2 ASO3 ASO4
Youth Support Workers	ASO4
Indigenous Education Officers	ASO4

Local Designation	PSM Act Classification
Business Manager 1	ASO4
Business Manager 2	ASO5
Business Manager 3	ASO6
Business Manager 4	SOGC
Business Manager 5	SOGB

S1.2 The annual salary for the School Assistants 2, 2/3 and 3 classifications is based on the annual permanent part time salary for the ASO 2 and ASO 3 classifications

S1.3 The formula for calculating the annual salary for School Assistants is:

$$\frac{\text{Annual Administrative Service Officer Salary (ASO2 or ASO3)}}{62.5/73.5} \times 62.5/73.5$$

S1.4 During designated school vacation periods school assistants are on annual leave and stand-down in accordance with clause O4 – Annual Leave for School Assistants. There is no further reduction in annual salary for the periods of paid stand-down when school assistants are not in attendance at the school.

S2 Consultation over Life of Agreement

S2.1 Over the life of this agreement, the Agency in consultation with the Union(s), will consider:

- (a) the creation of a School Assistant 4 classification for implementation in the next agreement;
- (b) consistent with sub-clause A2.2, an ongoing method for the conversion of longer term temporary school assistants to permanency.

S3 Business Managers – Classification/Work Value Review

S3.1 Over the life of this agreement, the Agency in consultation with the Union(s), will review the Business Manager classifications in response to the School Based Management (SBM) Review.

Section T – Building Service Officers

T1 Application

T1.1 This section applies to Building Service Officers (BSO).

T2 Assessment – Progression through Salary Increment Steps

T2.1 Progression through the salary increment steps is to be based on attainment of the applicable competencies. The Personal Development Plans (PDP) for BSO sub-clause Q2.7 should address any competencies where development is required. Where professional learning is identified as part of the PDP process it will be undertaken at no cost to the employee provided it is satisfactorily completed. However, unless the principal indicates that an increment should not be given, increments will take place on an annual basis up to and including increment level 3.

T2.2 BSO will be required to make application for assessment, and be assessed by their Principal as competent against the applicable competencies and/or capabilities prior to moving to the top increment of the BSO structure. If the BSO is assessed as competent, and their work performance and conduct are satisfactory they will move to the top increment of the BSO structure.

T2.3 The BSO Competency Framework must be referred to for progression to the fourth increment level.

T3 BSO Career Development (Professional Learning)

T3.1 BSO should be released by their schools to attend the equivalent of two days (minimum) professional learning each year. This would normally occur in school vacation periods. The area responsible for professional learning and development of BSO will offer professional learning that meets identified training needs for BSO.

T4 Access to Information and Communication Technology

T4.1 Aspects of a BSOs' work requires access to information and communication technology. Their supervisor must ensure reasonable access is provided in accordance with sub-clause N1.2.

T5 Overtime

T5.1 165.1 The following conditions apply in relation to overtime:

- (a) Despite sub-clause C10.7 the minimum overtime amount is two hours for each overtime period
- (b) BSO may be directed to work overtime in accordance with sub-clause C10.1.

Annex A – Classifications and Rates of Pay

Classification	Pay Rate as at 2.4.2009	2.5% from 1.7.2010
Administrative Services Officer Class 1	\$37,316	\$38,249
	\$38,567	\$39,531
	\$39,616	\$40,606
	\$41,241	\$42,272
Administrative Services Officer Class 2	\$42,233	\$43,289
	\$43,394	\$44,479
	\$44,535	\$45,648
	\$45,689	\$46,831
	\$46,832	\$48,003
Administrative Services Officer Class 3 (Youthworker DHCS)	\$48,103	\$49,306
	\$49,354	\$50,588
	\$50,602	\$51,867
	\$51,916	\$53,214
Administrative Services Officer Class 4 (ACT Housing Manager Trainee DHCS)	\$53,616	\$54,956
	\$55,317	\$56,700
	\$56,755	\$58,174
	\$58,213	\$59,668
Administrative Services Officer Class 5 (Housing Manager DHCS)	\$59,800	\$61,295
	\$61,669	\$63,211
	\$63,409	\$64,994
Retention Point DPP only	\$65,663	\$67,305
Administrative Services Officer Class 6	\$64,583	\$66,198
	\$66,193	\$67,848
	\$68,005	\$69,705
	\$71,423	\$73,209
	\$74,188	\$76,043
Senior Officer Grade C	\$81,772	\$83,816
	\$88,168	\$90,372
Senior Officer Grade B	\$96,618	\$99,033
	\$101,612	\$104,152
	\$108,766	\$111,485
Senior Officer Grade A	\$112,211	\$115,016

Classification	Pay Rate as at 2.4.2009	2.5% from 1.7.2010	
Dental Receptionist	\$42,238	\$43,294	
	\$43,396	\$44,481	
	\$44,537	\$45,650	
	\$45,693	\$46,835	
	\$46,835	\$48,006	
Unqualified Dental Assistant	\$35,136	\$36,014	
Qualified Dental Assistant	\$42,238	\$43,294	
	\$43,396	\$44,481	
	\$45,693	\$46,835	
	\$49,707	\$50,950	
Principal Dental Assistant	\$58,213	\$59,668	
Dentist Level 1-2	\$59,075	\$60,552	
	\$64,583	\$66,198	
	\$68,407	\$70,117	
	\$72,141	\$73,945	
	----- qualifications/salary barrier	\$81,772	\$83,816
	\$88,168	\$90,372	
	\$101,612	\$104,152	
	\$108,766	\$111,485	
Dentist Level 3	\$112,751	\$115,570	
Dentist Level 4	\$120,462	\$123,474	

Classification from 1.7.2010	Pay Rate as at 2.4.2009	2.5% from 1.7.2010
Disability Support Officer Level 1	\$39,860	\$40,857
	\$40,383	\$41,393
	\$40,902	\$41,925
	\$41,459	\$42,495
Disability Support Officer Level 2	\$49,746	\$50,990
	\$52,716	\$54,034
	\$54,315	\$55,673
	\$55,685	\$57,077
Disability Support Officer Level 3	\$62,612	\$64,177
	\$66,483	\$68,145
Rate if not participating in after hours roster DHCS	\$69,457	\$71,193
Family Services Worker 1 (ASO4/ASO5 Broadband)	\$53,616	\$54,956
	\$55,317	\$56,700
	\$56,755	\$58,174
	\$58,213	\$59,668
	\$59,800	\$61,295
	\$61,669	\$63,211
	\$63,409	\$64,994
Facilities Service Officer Level 3	\$38,397	\$39,357
	\$39,052	\$40,028
	\$39,707	\$40,700
Facilities Service Officer Level 4	\$39,707	\$40,700
	\$40,503	\$41,516
	\$41,299	\$42,331
Facilities Service Officer Level 5	\$41,913	\$42,961
	\$43,002	\$44,077
	\$44,091	\$45,193
Facilities Service Officer Level 6	\$44,091	\$45,193
	\$45,079	\$46,206
	\$46,067	\$47,219
Facilities Service Officer Level 7	\$47,429	\$48,615
	\$48,811	\$50,031
	\$50,194	\$51,449
Facilities Service Officer Level 8	\$51,558	\$52,847
	\$53,074	\$54,401
	\$54,589	\$55,954
Facilities Technical Officer Level 1	\$43,672	\$44,764
	\$44,774	\$45,893
	\$45,879	\$47,026

Classification	Pay Rate as at 2.4.2009	2.5% from 1.7.2010
Facilities Technical Officer Level 2	\$47,429	\$48,615
	\$51,008	\$52,283
	\$54,589	\$55,954
Facilities Technical Officer Level 3	\$55,690	\$57,082
	\$59,437	\$60,923
	\$63,184	\$64,764

Classification	Pay Rate as at 2.4.2009	2.5% from 1.7.2010
General Service Officer Level 2	\$35,173	\$36,052
	\$35,604	\$36,494
	\$36,063	\$36,965
	\$36,523	\$37,436
General Service Officer Level 3	\$37,315	\$38,248
	\$37,804	\$38,749
	\$38,291	\$39,248
	\$38,776	\$39,745
Retention Point CIT only	\$43,162	\$44,241
General Service Officer Level 4	\$39,251	\$40,232
	\$39,800	\$40,795
	\$40,342	\$41,351
	\$40,924	\$41,947
General Service Officer Level 5	\$41,573	\$42,612
	\$42,350	\$43,409
	\$43,124	\$44,202
	\$43,863	\$44,960
General Service Officer Level 6	\$43,863	\$44,960
	\$44,605	\$45,720
	\$45,270	\$46,402
	\$45,943	\$47,092
General Service Officer Level 7	\$47,429	\$48,615
	\$48,306	\$49,514
	\$49,222	\$50,453
	\$50,194	\$51,449
General Service Officer Level 8	\$51,558	\$52,847
	\$52,530	\$53,843
	\$53,538	\$54,876
	\$54,589	\$55,954
General Service Officer Level 9	\$55,690	\$57,082
	\$56,734	\$58,152
	\$57,820	\$59,266
	\$58,963	\$60,437
	\$60,192	\$61,697
	\$61,799	\$63,344
	\$63,184	\$64,764
General Service Officer Level 10	\$64,583	\$66,198
	\$66,542	\$68,206
	\$68,407	\$70,117
	\$71,423	\$73,209
	\$74,188	\$76,043

Classification	Pay Rate as at 2.4.2009	2.5% from 1.7.2010
Health Service Officer Level 2	\$35,829	\$36,725
	\$36,240	\$37,146
	\$36,675	\$37,592
	\$37,113	\$38,041
Retention Point TCH only	\$37,816	\$38,761
Health Service Officer Level 3	\$38,397	\$39,357
	\$38,837	\$39,808
	\$39,269	\$40,251
	\$39,707	\$40,700
Retention Point TCH only	\$39,776	\$40,770
Health Service Officer Level 4	\$39,707	\$40,700
	\$40,226	\$41,232
	\$40,744	\$41,763
	\$41,299	\$42,331
Health Service Officer Level 5	\$41,913	\$42,961
	\$42,652	\$43,718
	\$43,389	\$44,474
	\$44,091	\$45,193
Health Service Officer Level 6	\$44,091	\$45,193
	\$44,795	\$45,915
	\$45,429	\$46,565
	\$46,067	\$47,219
Health Service Officer Level 7 (GSO 7)	\$47,429	\$48,615
	\$48,306	\$49,514
	\$49,222	\$50,453
	\$50,194	\$51,449
Health Service Officer Level 8 (GSO 8)	\$51,558	\$52,847
	\$52,530	\$53,843
	\$53,538	\$54,876
	\$54,589	\$55,954
Health Service Officer Level 9 (GSO 9)	\$55,690	\$57,082
	\$56,734	\$58,152
	\$57,820	\$59,266
	\$58,963	\$60,437
	\$60,192	\$61,697
	\$61,799	\$63,344
Health Service Officer Level 10 (GSO 10)	\$63,184	\$64,764
	\$64,583	\$66,198
	\$66,542	\$68,206
	\$68,407	\$70,117
	\$71,423	\$73,209
	\$74,188	\$76,043

Classification	Pay Rate as at 2.4.2009	2.5% from 1.7.2010
Health Care Assistant 1 (new classification) (Unqualified)	\$30,280	\$31,037
Health Care Assistant 2 (new classification) (Certificate III)	\$38,397 \$39,707	\$39,357 \$40,700
Health Care Assistant 3 (new classification) (Certificate IV)	\$43,500 \$44,500	\$44,588 \$45,613
Health Care Assistant 4 (new classification) (Diploma)	\$46,500 \$47,000	\$47,663 \$48,175
Health Care Assistant 5 (new classification) (Advanced Diploma)	\$49,000	\$50,225

Classification	Pay Rate as at 2.4.2009	2.5% from 1.7.2010
Health Professional Level 1		
(2 year qualification)	\$46,356	\$47,515
(3 year qualification)	\$49,557	\$50,796
(4 year qualification)	\$52,866	\$54,188
(5 year qualification)	\$56,566	\$57,980
(6 or more year qualification)	\$59,584	\$61,074
Health Professional Level 2	\$49,557	\$50,796
	\$52,866	\$54,188
	\$56,566	\$57,980
	\$59,584	\$61,074
	\$61,326	\$62,859
	\$63,144	\$64,723
	\$64,847	\$66,468
	\$66,673	\$68,340
	\$68,740	\$70,459
Health Professional Level 3	\$70,774	\$72,543
	\$72,511	\$74,324
	\$74,676	\$76,543

Competency point	\$77,014	\$78,939
Competency point	\$78,474	\$80,436
Health Professional Level 4	\$81,772	\$83,816
	-	-
	\$88,168	\$90,372
Health Professional Level 5	\$96,618	\$99,033
	\$101,612	\$104,152
	\$108,766	\$111,485
Health Professional Level 6	\$112,211	\$115,016

Classification	Pay Rate as at 2.4.2009	2.5% from 1.7.2010
Information Technology Officer Class 1	\$51,916	\$53,214
	\$53,616	\$54,956
	\$55,317	\$56,700
	\$56,755	\$58,174
	\$58,213	\$59,668
	\$59,360	\$60,844
Information Technology Officer Class 2	\$64,583	\$66,198
	\$66,193	\$67,848
	\$68,005	\$69,705
	\$71,423	\$73,209
	\$74,188	\$76,043
Senior Information Technology Officer Grade C	\$81,772	\$83,816
	\$88,168	\$90,372
Senior Information Technology Officer Grade B	\$96,618	\$99,033
	\$101,612	\$104,152
	\$108,766	\$111,485
Senior Information Technology Officer Grade A	\$112,211	\$115,016

Classification	Pay Rate as at 2.4.2009	2.5% from 1.7.2010
Legal 1	\$49,558	\$50,797
	\$52,865	\$54,187
	\$56,566	\$57,980
	\$60,192	\$61,697
	\$64,583	\$66,198
	\$68,407	\$70,117
	\$72,179	\$73,983
	\$81,772	\$83,816
	\$88,168	\$90,372
	\$101,612	\$104,152
Legal 2	\$110,398	\$113,158
	\$114,936	\$117,809
Para Legal Grade 1 (lower) (ASO 2/4 Broadband)	\$42,233	\$43,289
	\$44,535	\$45,648
	\$46,832	\$48,003
Para Legal Grade 1 (upper)	\$49,354	\$50,588
	\$51,916	\$53,214
	\$53,616	\$54,956
Para Legal Grade 2 (ASO 4)	\$55,317	\$56,700
	\$56,755	\$58,174
	\$58,213	\$59,668
Prosecutor Grade 1 (lower)	\$52,865	\$54,187
	\$56,566	\$57,980
	\$60,192	\$61,697
Prosecutor Grade 1 (upper)	\$64,583	\$66,198
	\$68,407	\$70,117
	\$72,179	\$73,983
	\$75,964	\$77,863
	\$79,778	\$81,772
	\$83,610	\$85,700
Prosecutor Grade 2	\$88,168	\$90,372
	\$92,826	\$95,147
	\$97,495	\$99,932
Prosecutor Grade 3	\$101,612	\$104,152
	\$105,262	\$107,894
	\$108,939	\$111,662

Classification	Pay Rate as at 2.4.2009	2.5% from 1.7.2010
Trust Officer Level 1	\$53,090	\$54,417
	\$54,776	\$56,145
	\$56,198	\$57,603
	\$57,643	\$59,084
	\$58,916	\$60,389
	\$59,956	\$61,455
	\$61,065	\$62,592
Trust Officer Level 2	\$63,952	\$65,551
	\$65,544	\$67,183
	\$67,342	\$69,026
	\$70,724	\$72,492
	\$73,462	\$75,299
	\$75,727	\$77,620
	\$78,107	\$80,060
Professional Officer Class 1	\$45,038	\$46,164
	\$46,831	\$48,002
	\$49,558	\$50,797
	\$52,865	\$54,187
	\$56,566	\$57,980
	\$60,192	\$61,697
	\$63,184	\$64,764
Professional Officer Class 2	\$64,583	\$66,198
	\$66,542	\$68,206
	\$68,407	\$70,117
	\$71,423	\$73,209
	\$74,188	\$76,043
Senior Professional Officer Grade C	\$81,772	\$83,816
	\$88,168	\$90,372
Senior Professional Officer Grade B	\$96,618	\$99,033
	\$101,612	\$104,152
	\$108,766	\$111,485
Senior Professional Officer Grade A	\$112,211	\$115,016
Senior Professional Officer (Engineering & Related) A	\$114,027	\$116,878

Classification	Pay Rate as at 2.4.2009	2.5% from 1.7.2010
Public Affairs Officer 1 (Public Relations Adviser Class 1)	\$55,317	\$56,700
	\$58,005	\$59,455
	\$60,696	\$62,213
	\$63,409	\$64,994
Public Affairs Officer 2 (Public Relations Adviser Class 2)	\$67,272	\$68,954
	\$71,010	\$72,785
	\$76,446	\$78,357
Public Affairs Officer 3 (Public Relations Manager Class 1)	\$85,931	\$88,079
	\$97,117	\$99,545
	\$101,612	\$104,152
Senior Public Affairs Officer 1 (Public Relations Manager Class 2)	\$108,766	\$111,485
Senior Public Affairs Officer 2	\$114,027	\$116,878

Classification	Pay Rate as at 2.4.2009	2.5% from 1.7.2010
Ranger 1	\$42,233	\$43,289
	\$43,392	\$44,477
	\$44,530	\$45,643
	\$45,689	\$46,831
	\$46,830	\$48,001
Ranger 2	\$48,103	\$49,306
	\$49,353	\$50,587
	\$50,602	\$51,867
	\$51,914	\$53,212
Ranger 3	\$53,616	\$54,956
	\$55,317	\$56,700
	\$56,755	\$58,174
	\$58,212	\$59,667
Sportsground Ranger 1 (base salary)	\$42,233	\$43,289
	\$43,392	\$44,477
	\$44,530	\$45,643
	\$45,689	\$46,831
	\$46,830	\$48,001
Park Ranger 1 (TAMS)	\$48,103	\$49,306
	\$49,354	\$50,588
	\$50,602	\$51,867
	\$51,916	\$53,214
Park Ranger 2 (TAMS)	\$53,616	\$54,956
	\$55,317	\$56,700
	\$56,755	\$58,174
	\$58,213	\$59,668
Senior Park Ranger 3 (TAMS)	\$59,800	\$61,295
	\$61,669	\$63,211
	\$63,409	\$64,994
Research Officer Grade 1 (ASO 2/3 Broadband)	\$43,394	\$44,479
	\$44,535	\$45,648
	\$45,689	\$46,831
	\$46,832	\$48,003
	\$48,103	\$49,306
	\$49,354	\$50,588
	\$50,602	\$51,867
\$51,916	\$53,214	
Research Officer Grade 2 (ASO 4)	\$53,616	\$54,956
	\$55,317	\$56,700
	\$56,755	\$58,174
	\$58,213	\$59,668

Senior Research Officer 1 (ASO 5)	\$59,800	\$61,295
	\$61,669	\$63,211
	\$63,409	\$64,994
Senior Research Officer 2 (ASO 6)	\$64,583	\$66,198
	\$66,193	\$67,848
	\$68,005	\$69,705
	\$71,423	\$73,209
	\$74,188	\$76,043
Principal Research Officer	\$76,446	\$78,357
	\$83,040	\$85,116

Classification	Pay Rate as at 2.4.2009	2.5% from 1.7.2010
Schools Assistant 2 (85% of ASO2)	\$35,912	\$36,810
	\$36,900	\$37,823
	\$37,871	\$38,818
	\$38,851	\$39,822
	\$39,824	\$40,820
Schools Assistant 2/3 (85% of ASO2/ASO3 Broadband)	\$35,912	\$36,810
	\$36,900	\$37,823
	\$37,871	\$38,818
	\$38,851	\$39,822
	\$39,824	\$40,820
----- competency barrier		
	\$40,904	\$41,927
	\$41,968	\$43,017
	\$43,029	\$44,105
	\$44,147	\$45,251
Schools Assistant 3 (85% of ASO3)	\$40,904	\$41,927
	\$41,968	\$43,017
	\$43,029	\$44,105
	\$44,147	\$45,251
Building Service Officer (GSO 3 - GSO 4)	\$37,315	\$38,248
	-	
	\$38,291	\$39,248
	-	
	\$39,251	\$40,232
----- soft barrier		
	\$40,924	\$41,947

Classification	Pay Rate as at 2.4.2009	2.5% from 1.7.2010
Sterilising Services Health Service Officer Level 3/4 (HSO 3/4 Broadband)	\$38,397	\$39,357
	\$38,837	\$39,808
	\$39,269	\$40,251
	\$39,707	\$40,700
	\$40,226	\$41,232
	\$40,744	\$41,763
	\$41,299	\$42,331
Sterilising Services Technical Officer Level 1	\$43,672	\$44,764
	\$44,459	\$45,570
	\$45,165	\$46,294
	\$45,879	\$47,026
Sterilising Services Technical Officer Level 2	\$47,429	\$48,615
	\$48,962	\$50,186
	\$50,194	\$51,449
	\$51,558	\$52,847
	\$52,865	\$54,187
	\$54,589	\$55,954
Calvary Hospital Technical Services Officer	\$64,583	\$66,198
	\$66,193	\$67,848
	\$68,005	\$69,705
	\$71,423	\$73,209
	\$74,188	\$76,043
	\$81,772	\$83,816
----- salary barrier		\$90,372
Stores Supervisor	\$44,530	\$45,643
	\$45,689	\$46,831
	\$46,830	\$48,001
Senior Stores Supervisor Level 1	\$48,103	\$49,306
	\$49,353	\$50,587
Senior Stores Supervisor Level 2	\$53,616	\$54,956
	\$55,317	\$56,700
Senior Stores Supervisor Level 3	\$59,798	\$61,293

Classification	Pay Rate as at 2.4.2009	2.5% from 1.7.2010
Technical Officer Level 1	\$43,672	\$44,764
	\$44,459	\$45,570
	\$45,165	\$46,294
	\$45,879	\$47,026
Technical Officer Level 2	\$47,429	\$48,615
	\$48,962	\$50,186
	\$50,194	\$51,449
	\$51,558	\$52,847
	\$52,865	\$54,187
	\$54,589	\$55,954
Technical Officer Level 3	\$55,690	\$57,082
	\$56,995	\$58,420
	\$58,602	\$60,067
	\$60,192	\$61,697
	\$61,799	\$63,344
	\$63,184	\$64,764
Technical Officer Level 4	\$64,583	\$66,198
	\$66,542	\$68,206
	\$68,407	\$70,117
	\$71,423	\$73,209
	\$74,188	\$76,043
	Senior Officer (Technical) Grade C	\$81,772
\$88,168		\$90,372
Senior Officer (Technical) Grade B	\$96,618	\$99,033
	\$101,612	\$104,152
	\$108,766	\$111,485

Classification	Pay Rate as at 2.4.2009	2.5% from 1.7.2010
Tourism & Events Officer Class 1 (ASO 1)	\$37,316	\$38,249
	\$38,567	\$39,531
	\$39,616	\$40,606
	\$41,241	\$42,272
Tourism & Events Officer Class 2 (ASO 2)	\$42,233	\$43,289
	\$43,394	\$44,479
	\$44,535	\$45,648
	\$45,689	\$46,831
Tourism & Events Officer Class 3 (ASO 3)	\$48,103	\$49,306
	\$49,354	\$50,588
	\$50,602	\$51,867
	\$51,916	\$53,214
Tourism & Events Officer Class 4 (ASO 4)	\$53,616	\$54,956
	\$55,317	\$56,700
	\$56,755	\$58,174
	\$58,213	\$59,668
Tourism & Events Officer Class 5 (ASO 5)	\$59,800	\$61,295
	\$61,669	\$63,211
	\$63,409	\$64,994
Tourism & Events Officer Class 6 (ASO 6)	\$64,583	\$66,198
	\$66,193	\$67,848
	\$68,005	\$69,705
	\$71,423	\$73,209
	\$74,188	\$76,043
CTEC Manager C (SOG C)	\$81,772	\$83,816
	\$88,168	\$90,372
CTEC Manager B (SOG B)	\$96,618	\$99,033
	\$101,612	\$104,152
	\$108,766	\$111,485
CTEC Manager A (SOG A)	\$112,211	\$115,016

Classification	Pay Rate as at 2.4.2009	2.5% from 1.7.2010
Veterinary Officer Level 1	\$51,127	\$52,405
	\$53,845	\$55,191
	\$56,544	\$57,958
	\$59,243	\$60,724
	\$61,907	\$63,455
	\$64,583	\$66,198
Veterinary Officer Level 2	\$68,407	\$70,117
	\$70,039	\$71,790
	\$72,179	\$73,983
	\$74,938	\$76,811
	\$77,552	\$79,491
	\$81,668	\$83,710
	\$84,842	\$86,963
	\$87,831	\$90,027
Veterinary Officer Level 3	\$92,133	\$94,436
	\$103,689	\$106,281
Veterinary Officer Level 4	\$106,406	\$109,066
	\$110,579	\$113,343
Veterinary Officer Level 5	\$113,843	\$116,689
	\$118,197	\$121,152

Classification	Pay Rate as at 2.4.2009	2.5% from 1.7.2010
WorkCover Officer 1 (ASO 1)	\$37,316	\$38,249
	\$38,567	\$39,531
	\$39,616	\$40,606
	\$41,241	\$42,272
WorkCover Officer 2 (ASO 2)	\$42,233	\$43,289
	\$43,394	\$44,479
	\$44,535	\$45,648
	\$45,689	\$46,831
	\$46,832	\$48,003
WorkCover Officer 3 (ASO 3)	\$48,103	\$49,306
	\$49,354	\$50,588
	\$50,602	\$51,867
	\$51,916	\$53,214
WorkCover Officer 4 (ASO 4)	\$53,616	\$54,956
	\$55,317	\$56,700
	\$56,755	\$58,174
	\$58,213	\$59,668
WorkCover Officer 5 (ASO 5)	\$59,800	\$61,295
	\$61,669	\$63,211
	\$63,409	\$64,994
WorkCover Officer 6 / ORS Inspector 6 (ASO 6)	\$64,583	\$66,198
	\$66,193	\$67,848
	\$68,005	\$69,705
	\$71,423	\$73,209
	\$74,188	\$76,043
WorkCover Manager C (SOG C)	\$81,772	\$83,816
	\$88,168	\$90,372
WorkCover Manager B (SOG B)	\$96,618	\$99,033
	\$101,612	\$104,152
	\$108,766	\$111,485
WorkCover Manager A (SOG A)	\$112,211	\$115,016

NOTES:

Employees performing administrative, policy and support functions in the WorkCover classification are to translate to the ASO classification on a point to point basis.

Employees performing inspectorate functions are to be designated as ORS (Office of Regulatory Services) Inspectors.

Classification	Pay Rate as at 2.4.2009	2.5% from 1.7.2010
<u>GRADUATE RATES OF PAY</u>		
Graduate Administrative Assistant	\$53,616	\$54,956
	\$55,317	\$56,700
<u>CADET RATES OF PAY</u>		
Cadet - practical training	\$37,316	\$38,249
	\$38,567	\$39,531
	\$39,616	\$40,606
	\$41,241	\$42,272
Cadet - full-time study	\$20,079	\$20,581
	\$20,636	\$21,152
Cadet Professional Officer - practical training	\$37,316	\$38,249
	\$38,567	\$39,531
	\$39,616	\$40,606
	\$41,241	\$42,272
Cadet Professional Officer - full-time study	\$37,316	\$38,249
	\$38,567	\$39,531
	\$39,616	\$40,606
	\$41,241	\$42,272
<u>TRAINEE AND APPRENTICE RATES OF PAY</u>		
Clinical Coders Trainee	\$48,109	\$49,312
	\$50,607	\$51,872
	\$52,704	\$54,022
	\$54,802	\$56,172
	\$56,899	\$58,321
	\$58,996	\$60,471
	Competency point	\$61,092
	Competency point	\$62,619
	Competency point	\$63,189
Information Technology Officer Trainee	\$37,316	\$38,249

Classification	Pay Rate as at 2.4.2009	2.5% from 1.7.2010	
Trainee Technical Officer	\$40,295	\$41,302	
	\$42,682	\$43,749	
	\$44,668	\$45,785	
Apprentices			
	First Year	\$16,498	\$16,910
		\$18,560	\$19,024
	Second Year	\$24,746	\$25,365
		\$25,776	\$26,420
	Third Year	\$30,933	\$31,706
		\$31,963	\$32,762
	Fourth Year	\$37,119	\$38,047
		\$38,148	\$39,102

Classification	Pay Rate as at 2.4.2009	2.5% from 1.7.2010
<u>Traineeship Rates of Pay</u>		
Wage Level A		
	\$ per week	\$ per week
Highest year of schooling completed		
School Leaver		
Year 10	222.28	227.84
	259.10	265.58
Year 11	274.64	281.51
	310.10	317.85
Year 12	-	-
	375.23	384.61
Plus 1 year out of school		
Year 10	310.10	317.85
Year 11	375.23	384.61
Year 12	437.48	448.42
Plus 2 years out of school		
Year 10	375.23	384.61
Year 11	437.48	448.42
Year 12	508.29	521.00
Plus 3 years out of school		
Year 10	437.48	448.42
Year 11	508.29	521.00
Year 12	580.45	594.96
Plus 4 years out of school		
Year 10	508.29	521.00
Year 11	580.45	594.96
Year 12	-	-
Plus 5 or more years out of school		
Year 10	580.45	594.96
Year 11	-	-
Year 12	-	-

Classification	Pay Rate as at 2.4.2009	2.5% from 1.7.2010
<u>Traineeship Rates of Pay (continued)</u>		
Wage Level B		
	\$ per week	\$ per week
Highest year of schooling completed		
School Leaver		
Year 10	222.28	227.84
	259.10	265.58
Year 11	274.64	281.51
	310.10	317.85
Year 12	-	-
	361.04	370.07
Plus 1 year out of school		
Year 10	310.10	317.85
Year 11	361.04	370.07
Year 12	416.20	426.61
Plus 2 years out of school		
Year 10	361.04	370.07
Year 11	416.20	426.61
Year 12	488.48	500.69
Plus 3 years out of school		
Year 10	416.20	426.61
Year 11	488.48	500.69
Year 12	555.02	568.90
Plus 4 years out of school		
Year 10	488.48	500.69
Year 11	555.02	568.90
Year 12	-	-
Plus 5 or more years out of school		
Year 10	555.02	568.90
Year 11	-	-
Year 12	-	-

Classification	Pay Rate as at 2.4.2009	2.5% from 1.7.2010
<u>Traineeship Rates of Pay (continued)</u>		
Wage Level C		
	\$ per week	\$ per week
Highest year of schooling completed		
School Leaver		
Year 10	222.28	227.84
	259.10	265.58
Year 11	274.64	281.51
	310.10	317.85
Year 12	349.66	358.40
Plus 1 year out of school		
Year 10	310.10	317.85
Year 11	349.66	358.40
Year 12	393.57	403.41
Plus 2 years out of school		
Year 10	349.66	358.40
Year 11	393.57	403.41
Year 12	440.29	451.30
Plus 3 years out of school		
Year 10	393.57	403.41
Year 11	440.29	451.30
Year 12	491.30	503.58
Plus 4 years out of school		
Year 10	440.29	451.30
Year 11	491.30	503.58
Year 12	-	-
Plus 5 or more years out of school		
Year 10	491.30	503.58
Year 11	-	-
Year 12	-	-

Classification	Pay Rate as at 2.4.2009	2.5% from 1.7.2010
<u>LINEN SERVICES</u>		
CLS Band 1		
1.1 Linen Assistant unqualified	\$35,229.62	\$36,110
1.2	\$35,663.81	\$36,555
1.3 Linen Assistant qualified rate	\$36,720.06	\$37,638
CLS Band 2		
2.1 Leading Hand entry level	\$39,441.11	\$40,427
2.2	\$40,382.62	\$41,392
2.3	\$40,963.05	\$41,987
CLS Band 3		
3.1 Administrative staff entry level	\$42,540.11	\$43,604
3.2	\$44,035.05	\$45,136
3.3 Trades with qualifications entry level	\$44,843.83	\$45,965
3.4 Drivers with required license entry level	\$46,109.30	\$47,262
3.5 Drivers maximum pay point	\$47,002.44	\$48,178
CLS Band 4		
4.1 Driver Lead Hand entry level	\$48,387.15	\$49,597
4.2	\$49,371.41	\$50,606
4.3	\$50,544.64	\$51,808
4.4	\$51,774.12	\$53,068
CLS Band 5		
5.1 Production Supervisor entry level	\$52,667.26	\$53,984
5.2	\$54,285.94	\$55,643
5.3 Trades – Maintenance Supervisor entry level	\$56,544.66	\$57,958
5.4	\$58,389.44	\$59,849
CLS Band 6		
6.1	\$61,055.37	\$62,582
6.2	\$62,566.06	\$64,130
6.3	\$63,669.55	\$65,261
CLS Band 7		
7.1	\$65,509.83	\$67,148
7.2	\$68,792.18	\$70,512
7.3	\$70,092.53	\$71,845
7.4	\$72,686.46	\$74,504
7.5	\$74,188.16	\$76,043
CLS Band 8		
8.1 Managerial staff performing tasks similar to SOG C entry level	\$81,771.99	\$83,816
8.2	\$88,167.97	\$90,372

Classification	Pay Rate as at 2.4.2009	2.5% from 1.7.2010
<u>LINEN SERVICES</u> (continued)		
CLS Band 9		
9.1 Managerial staff performing tasks similar to SOG B	entry level	\$96,617.94
9.2	\$101,612.34	\$99,033
9.3	\$108,766.47	\$104,153
CLS Band 10		
10.1 Managerial staff performing tasks similar to SOGA	\$112,210.81	\$111,486
		\$115,016

Classification	Pay Rate as at 2.4.2009	2.5% from 1.7.2010
<u>CUSTODIAL OFFICER</u>		
Custodial Officer Trainee (while on course) (new classification)	\$35,096	\$35,973
Custodial Officer Grade 1	\$41,241	\$42,272
	\$43,394	\$44,479
	\$46,832	\$48,003
	\$48,103	\$49,306
Custodial Officer Grade 2	\$50,602	\$51,867
	\$51,916	\$53,214
	\$53,616	\$54,956
Custodial Officer Grade 3	\$59,800	\$61,295
	\$61,669	\$63,211
Custodial Officer Grade 4	\$64,583	\$66,198
	\$66,193	\$67,848
<u>CORRECTIONAL OFFICER</u>		
Correctional Officer Class 1	\$48,650	\$49,866
----- Certificate III Correctional Practice (Custodial)	\$51,238	\$52,519
----- ----- Certificate IV Correctional Practice (Custodial)	\$55,231	\$56,612
----- ----- ----- Certificate IV Correctional Practice (Custodial)	\$58,380	\$59,840
Correctional Officer Class 2	\$61,305	\$62,838
----- ----- Certificate IV Correctional Practice (Custodial)	\$63,554	\$65,143
----- ----- ----- + Certificate IV - Frontline Management	\$65,805	\$67,450
Correctional Officer Class 3	\$70,585	\$72,350
----- ----- ----- Diploma of Community Welfare Work	\$72,835	\$74,656
----- ----- ----- ----- Diploma of Community Welfare Work	\$75,366	\$77,250
Correctional Officer Class 4	\$82,678	\$84,745
----- ----- ----- ----- Advanced Diploma of Community Services Management	\$86,052	\$88,203
----- ----- ----- ----- ----- Advanced Diploma of Community Services Management	\$88,302	\$90,510

Classification	Pay Rate as at 2.4.2009	2.5% from 1.7.2010
<u>HEALTH GENERAL STAFF</u>		
Medical Physics Registrar	\$52,491	\$53,803
	\$56,140	\$57,544
	\$58,923	\$60,396
	\$62,003	\$63,553
	\$66,097	\$67,749
----- <i>ACPSEM accreditation barrier</i>		
Medical Physics Specialist	\$73,701	\$75,544
	\$77,211	\$79,141
	\$80,720	\$82,738
	\$84,230	\$86,336
	\$87,739	\$89,932
Senior Medical Physics Specialist	\$90,528	\$92,791
	\$95,349	\$97,733
	\$99,438	\$101,924
	\$103,532	\$106,120
	\$107,627	\$110,318
	\$109,967	\$112,716
----- <i>PhD retention point</i>		
Principal Medical Physics Specialist	\$112,306	\$115,114
	\$118,741	\$121,710
	\$121,665	\$124,707
----- <i>PhD retention point</i>		
Chief Medical Physics	\$128,684	\$131,901
	\$134,534	\$137,897
	\$140,383	\$143,893
Radiation Therapist		
Grade 1.1	\$49,854	\$51,100
----- <i>competency barrier</i>		
Grade 2.1	\$51,727	\$53,020
Grade 2.2	\$58,671	\$60,138
Grade 2.3	\$66,717	\$68,385
Grade 2.4	\$69,963	\$71,712
Grade 2.5	\$72,223	\$74,029
	<i>personal regrade / appointment</i>	
Grade 3.1.1	\$77,681	\$79,623
Grade 3.1.2	\$80,282	\$82,289
	<i>personal regrade / appointment</i>	
Grade 3.2.1	\$82,523	\$84,586
Grade 3.2.2	\$91,563	\$93,852
----- <i>promotion barrier</i>		
Grade 4.1.1	\$94,104	\$96,457
Grade 4.1.2	\$97,238	\$99,669
	<i>personal regrade / appointment</i>	

Grade 4.2.1	\$100,260	\$102,767
Grade 4.2.2	\$102,784	\$105,354
Classification		Pay Rate as
		at 2.4.2009
promotion barrier		2.5% from
		1.7.2010
Grade 5.1	\$110,115	\$112,868
Grade 5.2	\$112,862	\$115,684
Grade 5.3	\$118,661	\$121,628
promotion barrier		
Radiation Therapist (continued)		
Grade 6.1	\$121,539	\$124,577
Grade 6.2	\$124,378	\$127,487
Grade 6.3	\$127,254	\$130,435

Annex B - Agreed Framework for Special Employment Arrangements

1 Introduction

- 1.1 This Framework applies to both individual Special Employment Arrangements (SEAs) and to SEAs for groups of employees.
- 1.2 This Framework may be accessible to all employees (other than casual employees) in all classifications covered by this Agreement, in accordance with the terms of this Framework.
- 1.3 The Chief Executive may also enter into a SEA with an employee for a specified period of time or for a specific project and the SEA may be varied by agreement between the Chief Executive and the employee.
- 1.4 In this Framework, a reference to position, employee, occupant or union includes positions, employees, occupants or unions.

2 Approval

- 2.1 A SEA may only be agreed and approved in accordance with this Framework.
- 2.2 The Chief Executive may only approve a SEA if the Chief Executive is satisfied that the position and the employee occupying the position meet the SEA eligibility criteria set out in clause 5.1 of this Framework.
- 2.3 Where the Chief Executive considers that a position and an employee meet the SEA eligibility criteria, the Chief Executive must consult with the relevant union about whether the position meets the criteria before entering into a SEA. In consulting with the union, the Chief Executive will:
 - (a) provide the union with relevant information about the position used by the Chief Executive for this purpose (this information is to be provided to the union for the sole purpose of implementing this clause);
 - (b) give the union a reasonable opportunity to consider this information and, if the union wishes, provide written views to the Chief Executive within seven days; and
 - (c) take into account any views of the union and provide a written response before deciding to enter into a SEA.

Information that the Chief Executive provides to the union under paragraph 2.3 (a) will not include information that might directly or indirectly disclose the identity of a particular employee.

- 2.4 At any time following the conclusion of the consultation required under clause 2.3, the Chief Executive and an employee may agree on the terms of a SEA to apply to the position that the employee occupies.
- 2.5 Prior to any SEA being agreed, the Chief Executive must discuss the proposed terms of the SEA with the employee who is currently occupying the position or who has been promoted to or appointed to the position. In these discussions, the employee may invite a union or other employee representative to assist the employee.
- 2.6 A SEA must not be agreed where it would result, when assessed as a whole, in a reduction in the overall terms and conditions of employment provided for the employee under this Agreement or provide terms and conditions that are, in a particular respect, less favourable than the National Employment Standards or the rates of pay set in this Agreement for the same work at the same classification level.
- 2.7 The terms and conditions of employment of this Agreement will continue to form the principal basis for

employees covered by this Agreement. Accordingly, where a SEA applies to an employee, the terms and conditions of the employee is a combination of:

- (a) the terms and conditions contained in this Agreement; and
- (b) the terms and conditions contained in the SEA.

2.8 The terms and conditions of employment contained in a SEA prevail over the terms and conditions of employment contained in this Agreement to the extent of any inconsistency.

3 Application

3.1 The SEA will commence from the date specified in the SEA.

3.2 The SEA will operate until this Agreement is replaced by a further enterprise agreement unless it ceases to operate in accordance with this Framework.

3.3 Subject to this Framework, the SEA will operate while the employee continues to be the occupant of the position identified in the SEA.

3.4 Subject to this Framework, the SEA will cease to apply to the employee where:

- (a) the Chief Executive determines, following a review provided for under clause 7 of this Framework, the SEA should no longer apply to the position; or
- (b) the employee vacates the position identified in the SEA.

3.5 Where an employee party to a SEA temporarily vacates the position and another employee is selected to act in the position, the Chief Executive may determine the SEA applies to the employee who is acting in the position.

- 3.6 (a) Subject to 3.6 (b), a SEA will continue to operate under the enterprise agreement of the gaining Agency where there is a transfer of a position arising from:
- i. machinery of Government changes; or
 - ii. management initiated changes; or
 - iii. changes to the Administrative Arrangement Orders.
- (b) A SEA will continue to operate in accordance with paragraph 3.6 (a) only where the position and the occupant continue to meet the SEA eligibility criteria.

3.7 If following the Machinery of Government or management initiated changes, the position and the occupant do not meet the eligibility criteria, the SEA ceases to operate.

3.8 The Chief Executive must provide the employee with a minimum of 90 days (or less if agreed by the employee) written notice before the SEA ceases to operate under clauses 3.4(a) or 3.7.

4 Deeming

4.1 Subject to clause 4.2, a SEA that applied to an employee in the Agency on the date this Agreement commences operation is deemed by this Agreement to continue in force under the terms of this Agreement, except that the rate of pay that applied to the employee under the SEA will be increased in accordance with the increases in pay rates provided for under clause C2 of this Agreement.

4.2 Despite clause 4.1, the Chief Executive and the employee to which a SEA applied under the previous collective agreement may agree in writing to enter into a SEA in accordance with this Framework. In that event, clause 4.1 will not apply to that employee.

5 Special Employment Arrangement Eligibility Criteria

5.1 In determining whether a SEA should apply to a position, the Chief Executive will take into account the following criteria:

- (a) the position is critical to the operation of the Agency or to a business unit in the Agency;
- (b) an employee who occupies the position requires specialist qualifications or specialist or high level skills;
- (c) the skills required by the employee who occupies the position are in high demand in the marketplace;
- (d) the position would incur significant costs to replace.

5.2 In considering clause 5.1(c), the Chief Executive must take into account relevant market data.

5.3 Where an Australian Workplace Agreement is terminated, the position that the employee who was a party to the Australian Workplace Agreement occupies will be deemed to have met the eligibility criteria at clause 5.1.

6 Scope of a Special Employment Arrangement

6.1 A SEA may contain:

- (a) enhanced pay rates, which must not exceed 50% of the existing pay of the occupant of the position under this Agreement;
- (b) provision for privately plated vehicles where the Chief Executive considers there is a clear, unambiguous and exceptional need;
- (c) other terms and conditions of employment where the Chief Executive considers there is a clear, unambiguous and exceptional need;
- (d) in the case where an Australian Workplace Agreement is terminated, the terms and conditions of employment that were contained in the Australian Workplace Agreement.

6.2 Should the Chief Executive consider that there is a compelling reason for the Agency to pay enhanced rates of pay in excess of the 50% cap of the existing pay of the position, the Chief Executive will apply to the Commissioner for Public Administration for approval to do so.

6.3 An application to the Commissioner must include relevant and appropriate market data as well as an explanation of why the Chief Executive considers that there is a need to pay above the 50% cap.

6.4 In assessing whether a rate of pay above the 50% cap should be paid to any employee, the Chief Executive should give particular consideration to the consequences the granting of the SEA may have on its ability to recruit and/or retain executive positions.

6.5 The rates of pay component of a SEA counts as pay for all purposes including superannuation and for the purposes of calculating annual leave, long service leave, paid personal leave, paid maternity leave, redundancy payments and other paid leave granted under this Agreement. If leave is on reduced pay or without pay, the pay component of the SEA must be reduced on a pro-rata basis.

6.6 Normal incremental advancement will continue to apply in relation to the existing pay of the employee.

6.7 The pay component of a SEA is payable fortnightly and is not available as a lump sum payment.

6.8 The terms of the SEA must contain provisions:

- (a) setting out the level of the employee's existing pay;
- (b) setting out the pay component and any other terms and conditions of employment that are to apply under the SEA;
- (c) stating that the terms and conditions of the employee will revert to the applicable rates of pay and terms and conditions of employment under this Agreement in the event the SEA ceases to operate or is terminated; and
- (d) containing the terms of this Framework.

7 Review of Special Employment Arrangement

- 7.1 The Chief Executive must review a SEA with a pay rate at or below the 50% cap at least once within the life of this Agreement to determine whether it should continue to operate.
- 7.2 The Chief Executive must review a SEA with a pay rate above the 50% cap annually from the date of the signing of the SEA to determine whether it should continue to operate.
- 7.3 In addition, the Chief Executive must also review a SEA where:
- (a) The position is no longer critical to the operation of the Agency or business unit in the Agency; or
 - (b) The employee no longer holds the required specialist qualifications.
- 7.4 In reviewing the SEA, the Chief Executive must consider whether the position and the employee who occupies the position continue to meet the SEA eligibility criteria. The Chief Executive must take into account relevant market data when reviewing a SEA.
- 7.5 The Chief Executive will consult with the employee party to the SEA when undertaking a review. In these consultations, the employee may invite a union or other employee representative to assist the employee.
- 7.6 The Chief Executive will also consult with the relevant union(s) when undertaking a review about whether the position meets the criteria. The Chief Executive will:
- (a) provide the union with relevant information about the position to be used by the Chief Executive for this purpose (this information is to be provided to the union for the sole purpose of implementing this clause); and
 - (b) give the union a reasonable opportunity to consider this information and, if the union wishes, provide written views to the Chief Executive within seven days; and
 - (c) take into account any views of the union and provide a written response.
- Note:* Information that the Chief Executive provides to the union under paragraph 7.6 (a) will not include information that might directly or indirectly disclose the identity of a particular employee.
- 7.7 If, following the conclusion of the consultation required under clauses 7.5 and 7.6:
- (a) the Chief Executive concludes from the review that the position and employee who occupies the position continue to meet the SEA eligibility criteria, the SEA will continue to apply to the employee; or
 - (b) the Chief Executive considers that the terms of the SEA should be varied to reflect relevant changes, the SEA will be varied accordingly.
- 7.8 If, following the conclusion of the consultation required under clauses 7.5 and 7.6 the Chief Executive concludes from the review that the position and the employee who occupies do not meet the SEA eligibility criteria, the SEA will cease to operate.
- 7.9 The Chief Executive must provide the employee with a minimum of 90 days written notice, or less if agreed by the employee, before the SEA ceases to operate under clause 7.8 or is varied under clause 7.7(b).

8 Salary Sacrifice Arrangements

- 8.1 Remuneration and conditions provided under a SEA may be used for the purposes of salary sacrifice arrangements in accordance with the Salary Sacrifice Arrangement provisions of this Agreement. Where an employee salary sacrifices any part of the terms of a SEA and in accordance with this Framework the SEA ceases to apply, the employee must notify the salary sacrifice arrangement provider that the terms of the SEA can no longer be packaged.

9 Notification

- 9.1 The Agency will include in its annual report information about SEAs approved by the Chief Executive

during the reporting year.

- 9.2 The Chief Minister’s Department will provide regular reports to the union(s) on SEAs including details of the number, terms and classifications of all SEAs approved by the Agency.

10 Interpretation

- 10.1 In this Framework, unless the contrary intention appears:

‘remuneration consultant’ means an organisation external to the ACT Public Service that provides consultancy-based and training services in the field of job sizing assessments or market surveys.

‘existing pay’ in relation to an employee is the actual pay payable under this Agreement on the date the SEA commences, or for a review, on the date that the SEA is approved or varied following a review.

‘internal remuneration employee’ includes an employee who has successfully undertaken training from a remuneration consultant in relation to job sizing assessments or market surveys. The Chief Executive must approve an internal remuneration employee.

‘occupant’ means an employee who occupies a position in the Agency to which a SEA applies.

‘relevant market data’ includes but is not limited to job sizing assessments, recruitment experience, market surveys and job advertisements. Where a job sizing assessment or market survey is used as relevant market data, the assessment or survey must be undertaken by a remuneration consultant or internal remuneration employee.

Annex C - Expense, Disability and Skill Related Allowances

1. Disability Allowances

Allowance	Employee Type	Description	Rate from 1.7.10 and Frequency	Payment while on Leave
Camping Allowance	<p>Exclusions:</p> <p>The allowance must not be paid:</p> <p>a) To an employee who has been authorised by the Chief Executive to reside in lodgings.</p> <p>b) During a weekend and public holidays comprising more than four consecutive days. (see NOTE 1. below).</p> <p>NOTES:</p> <p>1. A member of a camping party who during the period from Christmas Day to new Year's Day inclusive complies with the conditions for receipt of the allowance may continue to receive the allowance for weekends and public holidays during that period. Where a member of a camping party desires to leave camp and visit home for weekends or public holidays, and provided the agency incurs no expense for transport, the allowance may be continued during the absence from camp.</p>	<p>Employees who are required to camp out, or who are employed as members of an ACTPS camping party and are camping out, and are not staying in commercial lodgings where Travelling Allowance is payable, will be paid an allowance. An employee temporarily assisting in a camping party, or replacing a member of a camping party who is on recreation leave or absent for any other reason, is entitled to be paid an allowance if they stay in the camp.</p>		<p>Where a member of a camping party who is in receipt of camping allowance proceeds on annual or other paid or unpaid leave, except personal leave, the camping allowance will be discontinued for the duration of that leave.</p> <p>Where a member of a camping party goes on annual leave and is unable to reach headquarters, where the leave will commence, on the day of leaving camp and an overnight stay in a hotel or motel is necessary, the employee should be reimbursed for reasonable travel expenses for the journey from camp to headquarters, and for the return journey.</p> <p>A member of a camping party who is in receipt of camping allowance and who is granted personal leave, may continue to receive camping allowance for a period not exceeding one month if the member remains in camp or incurs expense for board and lodging in the same locality as the camp.</p>
		Item 1 - Cook provided	\$30.07 per day	
		Item 2 - Cook not provided	\$50.26 per day	
		Description	Rate from 1.7.10 and Frequency	

Allowance	Employee Type	Description	Rate from 1.7.10 and Frequency	Payment while on Leave
Camping Allowance (con't)	<p>2. Where an employee is not supplied with camping equipment by the agency and they hire it, the employee is entitled to be paid an allowance equal to the cost of hiring the equipment, in addition to the relevant camping allowance.</p> <p>3. Where a member of a camping party travels to and from home each day, without camping allowance or without claiming reimbursement for travel, the fare for their travel may be refunded provided that:</p>	Where an employee is required to move from camp to camp and is not staying in a base camp, caravan, or hut, will be paid an additional allowance for the period as follows:		
		Item 3 - more than 1 night but not more than 5 consecutive nights	\$9.59 per night	
		Item 4 - not less than 6 consecutive nights	\$19.21 per night	
Camping Outlay Allowance	<p>a) the cost is not greater than the amount payable for camping allowance or reimbursement for reasonable travel expenses; and</p> <p>b) the approval of the officer directly responsible for the camping party is first obtained.</p> <p>No allowance for travelling time or waiting time is payable under this provision.</p>	Where an employee is required to camp out in excess of 7 days they will be paid an additional allowance for the period as follows:		Not paid during any type of paid or unpaid leave.
		Item 1 - more than 7 days but less than 14 days	\$60.36 per day	
		Item 2 - not less than 14 days but less than 21 days	\$120.72 per day	
		Item 3 - any other case	\$181.11 per night	

Allowance	Employee Type	Description	Rate from 1.7.10 and Frequency	Payment while on Leave
Camping Allowance (con't)	4. If a member of a camping party who is granted personal leave while in camp: a) returns home, the fares to home and return to duty should be met by the agency; b) travels to a hospital, fares to and from the nearest hospital should be paid, provided that there is no hospital at the specified headquarters of the party; at the rate that would have been payable had the employee been on duty during the period covered by the journey; and for the period in hospital, where the hospital is situated away from their home town or headquarters. Fares to and from an employee's home should not be paid under this provision if the Chief Executive considers it unreasonable, having regard to, for example, the distance to be travelled by the employee and the nature and likely duration of the illness.			For the period covered by this provision, the employee should be in precisely the same position as if remaining on duty with the party. For example, if the party was in camp during the member's absence, the allowance would be payable. If the party was part in camp and part in lodgings, the allowance would be calculated on that basis.

Allowance	Employee Type	Description	Rate from 1.7.10 and Frequency	Payment while on Leave
Overtime Meal Allowance	<p>Meal Period:</p> <p>For the purpose of this allowance a meal period will mean the following periods:</p> <p>a). 7.00am to 9.00am; b). 12 noon to 2.00pm; c). 6.00pm to 7.00pm; and d). midnight to 1.00am.</p> <p>Exceptions: Where an appropriate meal is obtainable by the employee at a canteen, cafeteria or dining room conducted, controlled, or assisted by the Agency, the amount of meal allowance will be the maximum amount for which an appropriate meal is obtainable at the canteen, cafeteria or dining room. This rate is in substitution for the rate opposite.</p>	<p>An employee who works overtime where the overtime is worked:</p> <p>a) after the end of ordinary duty for the day, to the completion of or beyond a meal period, and any subsequent meal period, without a break for a meal; or b) after the completion of the employee's ordinary hours of duty for the day, and after a break for a meal which occurs after that completion and where the employee is not entitled to payment for that break; c) before the commencement of ordinary hours of duty, and before a break for a meal which occurs after that completion and where the employee is not entitled to payment for that break; or d) on a Saturday, Sunday or public holiday, in addition to the employee's normal weekly hours of duty, extending beyond a meal break and where the employee is not entitled to payment for that break;</p> <p>will be paid an allowance:</p>	\$22.55 per occasion	Not paid during any type of paid or unpaid leave.

NOTES:

- (1) An employee will be eligible to be paid an allowance listed above only for such periods as the employee directly experiences a disability. Where an employee directly experiences a disability for a part of the period specified in column 4 will be deemed to have experienced the disability for the entire period.
- (2) An employee who experiences more than one disability listed above will, with the exception of those allowances listed in (3) below, only be entitled to receive payment for the disability which attracts the highest rate of allowance.
- (3) Where an employee is eligible to receive more than one allowance in respect of the following disabilities, Cold Places, Confined Spaces, Dirty Work, Height, Hot Places and Wet Places, the rates payable will be cumulative.
- (4) While an employee is paid a Construction Industry Allowance the employee will not be eligible to be paid an allowance in respect of the following disabilities, Dirty Work, Height and Wet Places
- (5) Where an employee experiences a disability while working on shifts which attract penalty rates or while working overtime at overtime rates, the rate of the allowance payable is not increased.
- (6) A Building Services employee is not eligible to be paid a disability allowance listed above.
- (7) A supervisory employee is not eligible to be paid a disability allowance listed above, with the exception of Asbestos eradication, which will be paid to a Foreman or works supervisor experiencing this disability.
- (8) A Ranger is not eligible to be paid a disability allowance listed in (3) above.

2. Qualification Allowances

Allowance	Employee Type	Description	Rate from 1.7.10 and Frequency	Payment while on Leave
First Aid	First aid officers Part-Time employees: These rates should be paid in full to part-time employees. see Note (1) below	An employee who is suitably qualified and who is selected and performs the duties of a First Aid Officer will be paid an allowance:		The allowance is payable during: (a) long service leave, paid maternity or primary care giver's leave or annual leave; (b) paid personal leave or other leave with pay for up to one month. Where leave is on reduced pay, or without pay, the allowance must be proportionately reduced or withdrawn accordingly. The allowance is included in salary for payment in lieu of long service leave and annual leave.
		(1) Base Level – A Certificate awarded by a Registered Training Organisation that is accredited to deliver First Aid training. This would normally be based on a minimum of 8 hours training and would include: Expired Air (EAR), Cardiopulmonary resuscitation (CPR), Life threatening emergencies and General minor first aid treatment.	\$21.45 per fortnight	
		(2) Advanced Level – Based on a minimum of 18 hours training and building on the base level training outlined above and provide training in first aid management and procedures in a workplace environment.	\$26.87 per fortnight	
		(3) Occupational or Specialist Level – Based on a minimum of 30 hours training and building on the advanced training outlined above. The training required to meet this level will include the ability to completely render first aid in the workplace in the context of the OH & S legislation.	\$31.88 per fortnight	

Allowance	Employee Type	Description	Rate from 1.7.10 and Frequency	Payment while on Leave
Linguistic Availability/ Performance (LAPA)	<p>Exclusion: Employees who are classified as an Interpreter or Translator are not eligible for the allowance.</p> <p>Part-Time employees: Eligible part-time employees are entitled to receive the allowance on a pro-rata basis. see Note (2) below</p>	Employees whose duties involve communication on a regular basis in languages other than English, including Deaf Oral language, Deaf Sign language and Aboriginal languages, will be paid an allowance if their language competence meets the required level, as follows:		The allowance is payable during paid personal leave, annual leave and long service leave, pro-rata where appropriate, but not during any other period of leave.
		National Accreditation Authority for Translators and Interpreters Level 1:	\$942.04 per annum	
		National Accreditation Authority for Translators and Interpreters Level 2 or higher:	\$1,882.76 per annum	

NOTES:

(1) First Aid Allowance:

- (a) The First Aid Allowance is based on possession of qualifications issued by a registered training organisation, or other recognised organisation, with an accredited course, that has the capacity to deliver, assess and issue qualifications for nationally recognised training in First Aid.
- (b) The First Aid Allowance is payable only if the relevant first aid qualification of an employee is current.
- (c) Where the qualification of an employee who is in receipt of the allowance is no longer current, the relevant Chief Executive may allow a short period to allow for re-qualification.
- (d) The relevant Chief Executive may reimburse fees for renewal of qualification and/or relevant courses incurred by an employee who is eligible to be paid a First Aid Allowance.
- (e) Where an employee holds more than one first aid certificate, the employee is entitled to be paid an allowance for only one of those certificates, being the certificate for which the higher rate of allowance is payable.
- (f) The allowance must not be included in salary for overtime or penalty payments.
- (g) Where an employee who normally undertakes first aid functions is absent and another employee who is qualified in first aid undertakes all the duties for which the allowance is paid, the relieving employee is entitled to be paid the allowance appropriate to that employee's qualifications.

(2) Linguistic Availability/Performance Allowance:

- (a) The required standard of language competence is accreditation at National Accreditation Authority for Translators and Interpreters (NAATI) Level 1.

- (b) Where assessment in a language is not offered by NAATI, the Chief Executive may approve assessment by another individual or body that has:
 - (i) the necessary expertise to assess the language skills; and
 - (ii) sufficient knowledge of NAATI levels and competencies required to determine the appropriate rate of LAPA.
- (c) The Chief Executive should arrange accreditation testing, and pay any associated fees, for employees being considered for LAPA. Accreditation is organised by NAATI.
- (d) Until such time as recognition by NAATI, or an alternative provider, is available, the Chief Executive may approve the payment of LAPA Level 1 to an employee on the certification of the employee's supervisor.
- (e) LAPA may be paid from the date of an employee's application for payment, or from the date at which the Chief Executive determines the need for the language has been demonstrated.
- (f) The Chief Executive should review the payment of LAPA annually, or whenever the employment status of a recipient changes, e.g. upon the recipient's promotion or temporary transfer. Such reviews should address whether there is a continuing need for communication in a language other than English.

3. Functional Allowances

Allowance	Employee Type	Description	Rate from 1.7.10 and Frequency	Payment while on Leave
Intermittent Driving Duties	(All Agencies)	An employee, other than one performing the duties of a motor driver, who is required to undertake intermittent driving duties as an incident of his or her employment involving the acceptance of full responsibility for the operation of a vehicle, will be paid an allowance (computed on a daily basis for each day or part of a day on which he or she is so employed) to raise their salary to the following rates:		Not paid during any type of paid or unpaid leave.
		(1) Under 19, (70% of GSO 3)	\$19,051 per annum	
		(2) At 19, (80% of GSO 3)	\$21,772 per annum	
		(3) At 20, (100% of GSO 3)	\$27,215 per annum	

4. Expense-related Allowances

Allowance	Employee Type	Description	Payment while on Leave
Excess Fares and Travelling Time	(All Agencies) All employees, except GSO's	<p>Excess Travelling Time:</p> <ol style="list-style-type: none"> 1. Subject to clause 2. an employee who is: <ol style="list-style-type: none"> (a) in receipt of an annual salary of less than \$36,180; and (b) travelling or on duty away from the employee's usual place of work will be paid for time necessarily spent in travel or on duty (exclusive of overtime duty) in excess of: <ol style="list-style-type: none"> (a) the employee's usual hours of duty for the day; and (b) the time necessarily spent travelling to and from home and the usual place of work. 2. Payment of excess travelling times will be made for excess travelling time: <ol style="list-style-type: none"> (a) that is greater than one half hour in any one day; or (b) greater than two and a half hours in any fortnight; up to a maximum of five hours for any one day, 3. The rate of payment for excess travelling time will be: <ol style="list-style-type: none"> (a) single time on Mondays to Saturdays; and (b) time and a half on Sundays and Public Holidays. 4. Where an employee's usual place of work is variable within a specified district, the Chief Executive will determine the usual place of work. In this case a minimum of twenty minutes travelling time each way will apply <p>Excess Fares:</p> <ol style="list-style-type: none"> 1. An employee will be entitled to the reimbursement of excess fares incurred by the employee performing duty temporarily at a place other than the employee's usual place of work, when the cost of travelling to and from the temporary place of work is greater than the cost of travelling to and from the employee's usual place of work. 	Not paid during any type of paid or unpaid leave.

Allowance	Employee Type	Description	Rate from 1.7.10 and Frequency	Payment while on Leave
Motor Vehicle Allowance	(All Agencies) see NOTE S below	The Chief Executive may authorise an employee to use a motor vehicle they own or hire: 1. For official purposes, where the Chief Executive is satisfied this use would: a) result in greater efficiency; or b) involve the ACT Government in less expense than if public transport or a vehicle owned by the ACT Government were used. 2. For specified journeys, where the Chief Executive is satisfied that: a) the use will not result in the employee taking more time on the journey than they would otherwise take; or b) it would not be contrary to the interest of the ACT Government. 3. Travel between normal headquarters and a temporary work station, or between the employee's home and a temporary work station, where the Chief Executive is satisfied that: a) there is no public transport available for travel to the temporary station; or b) although public transport is available, the work program makes its use impossible.		Not paid during any type of paid or unpaid leave.
		Small car - 1600cc non-rotary, 800cc rotary.	\$0.65 per kilometre	
		Medium car - 1601-2600cc non-rotary, 801-1300cc rotary.	\$0.76 per kilometre	
		Large car - over 2600cc non-rotary, over 1300cc rotary.	\$0.77 per kilometre	
Additional Rates of Motor Vehicle Allowance	(All Agencies)	Where an employee who is being paid a motor vehicle allowance, uses the motor vehicle to suit the convenience of the agency to: a) transport a person or persons the cost of which would otherwise be borne by the ACT Government; or b) transport equipment, tools or materials weighing more than 100 kilograms belonging to or hired by the ACT Government; or c) haul a caravan or trailer belonging to or hired by the ACT Government; the employee is entitled to be paid an allowance, in addition to the allowance payable above, as follows:	\$0.65 per kilometre in addition to the above MVA rates	Not paid during any type of paid or unpaid leave.

NOTES:

Motor Vehicle Allowance:

1. The amount of the allowance is to be reduced by the amount of any Isolated Establishments (or equivalent) allowance that is payable.

If the amount of any Isolated Establishments (or equivalent) allowance payable exceeds the amount of motor vehicle allowance that would otherwise be payable, then no motor vehicle allowance may be authorised.

2. If an employee satisfies the relevant Chief Executive that the allowance is insufficient to meet the amount of the expenses reasonably incurred and paid by the employee in using a motor vehicle for official purposes, the Chief Executive may grant an additional allowance equal to the amount by which those expenses exceed the amount of the allowance or allowances.

3. If, as a consequence of using a motor vehicle an employee is required to pay a higher insurance premium than would otherwise be the case, they are entitled to be reimbursed the additional cost.

4. Employees who use a private motor vehicle under the motor vehicle allowance conditions may be reimbursed parking fees, bridge and car-ferry tolls incurred whilst on duty, but not fines.

5. Agency Specific Allowances

Allowance	Employee Type	Description	Rate from 1.7.10 and Frequency	Payment while on Leave
Special Education Allowance	School Assistant 2 classification only		\$1,308.89 per annum	Paid during LSL, annual leave, personal leave, paid maternity leave and other leave.
Travelling Entitlement		An employee appointed to, or contracted at, an isolated establishment will be paid the following allowance for each complete trip when an employee attends duty to a maximum of one per day:		Not paid during any type of paid or unpaid leave.
		(1) Birrigai Outdoor School:		
		a) employee travels at their own expense	\$16.89 full rate	
		b) employee travels at the Agency's expense either to or from	\$8.46 partial rate	
		(2) Jervis Bay Primary School:		
		a) employee travels at their own expense	\$7.13 full rate	
		b) employee travels at the Agency's expense either to or from	\$3.57 partial rate	

Annex D- Other Leave

Leave to:	Accompany a domestic partner on a posting
Purpose	To enable an employee to accompany the employee's domestic partner for the period, or part of the period, of a posting
Eligibility	An employee
Entitlement	The maximum period is the period during which the domestic partner of the employee is required to perform duties overseas, or interstate.
Conditions	
Rate of payment	Without pay.
Effect on other entitlements	Will not count for any purpose.

Leave to:	Attend Aboriginal or Torres Strait Islander Ceremonies
Purpose	To attend a ceremony associated with the death of an immediate or extended family member or for other ceremonial obligations under Aboriginal and Torres Strait Islander law.
Eligibility	An employee who is of Aboriginal or Torres Strait Islander descent.
Entitlement	A maximum period of ten days in any two year period, in addition to bereavement leave.
Conditions	
Rate of payment	Without pay.
Effect on other entitlements	Will not count for any purpose.

Leave to:	Attend sporting events as an accredited competitor or official
Purpose	To enable an employee to attend sporting events as an accredited competitor or official.
Eligibility	An employee who is selected by an official sporting body to participate as an accredited official or competitor with national or international sporting status.
Entitlement	To attend training for, or to attend, a major national or international sporting or other recognised event in the capacity of an accredited official or competitor.
Conditions	Leave will be with pay unless otherwise agreed by the employee.
Rate of payment	With pay or without pay.
Effect on other entitlements	With pay will count as service for all purposes. Without pay will not count as service for any purpose.

Leave to:	Attend Aboriginal and Torres Strait Islander meetings
Purpose	For attending representative meetings in the capacity of an elected representative of the Aboriginal and Torres Strait Islander peak body.
Eligibility	An employee who is an elected representative of the ACT Aboriginal and Torres Strait Islander peak body.
Entitlement	
Conditions	If an employee accepts any fee for attendance at the meeting, leave will be granted without pay. An employee may accept reimbursement for out-of-pocket expenses.
Rate of payment	Full pay.
Effect on other entitlements	Will count as service for all purposes.

Leave to:	Attend as a witness
Purpose	
Eligibility	An employee
Entitlement	
Conditions	If an employee is required to travel to give evidence, they may be reimbursed for reasonable travel expenses as if the employee had travelled in the course of the employee's duties, less any amount received as witnesses' expenses.
Rate of payment	With pay where the employee is to give evidence: (a) on behalf of a Territory, a State or the Commonwealth; or (b) on behalf of an authority established by or under a law of a Territory, State or the Commonwealth; or (c) in a judicial review or administrative review proceeding where the matter being reviewed relates to the work of the employee; or (d) before a Royal Commission appointed under a law of the Commonwealth; or (e) before a person conducting an inquiry under a law of a Territory, a State or the Commonwealth; or (f) before a person or authority exercising arbitral functions under a law of a Territory, a State or the Commonwealth. Without pay where the leave to give evidence is for any other purpose.
Effect on other entitlements	Will count as service for all purposes.

Leave to:	Attend NAIDOC week activities
Purpose	To enable an employee to attend and participate in NAIDOC Week activities.
Eligibility	An employee who is of Aboriginal or Torres Strait Islander descent.
Entitlement	This leave may be granted for one complete day or for varying periods over the week's activities, totalling the equivalent of one complete day.
Conditions	
Rate of payment	Full pay.
Effect on other entitlements	Will count as service for all purposes.

Leave to:	Attend proceedings at Fair Work Australia
Purpose	To enable the employee to give evidence on behalf of a staff organisation in proceedings at Fair Work Australia
Eligibility	An employee who is a representative of a staff organisation.
Entitlement	The time necessary to present a case or to give evidence or to attend inspections conducted by Fair Work Australia, plus reasonable travel time.
Conditions	Leave with pay cannot be granted to more than two representatives for the same period
Rate of payment	With pay Without pay
Effect on other entitlements	With pay will count as service for all purposes Without pay will not count as service for any purpose, but does not break continuity of service for long service leave purposes.

Leave to:	Campaign for election
Purpose	To enable the employee to campaign for election
Eligibility	An employee who is standing for election to the ACT Legislative Assembly, Commonwealth or State House of Parliament, or other legislative or advisory body approved by the Commissioner.
Entitlement	A maximum period of three months.
Conditions	
Rate of payment	Without pay.
Effect on other entitlements	Will not count for any purpose.

Leave to:	Cope with an emergency or disaster
Purpose	Where an employee is affected by a disaster which has destroyed or significantly damaged the employee's usual place of residence or its contents.
Eligibility	An employee whose home is wholly or partly uninhabitable for health or safety reasons.
Entitlement	A maximum period of three days in each consecutive period 12 months.
Conditions	
Rate of payment	Full pay.
Effect on other entitlements	Counts as service for all purposes.

Leave for:	Defence Service
Purpose	To enable an employee to undertake specified defence service and, also, enlistment, training and/or deployment with the Australian Defence Force Reserve (ADFR).
Eligibility	An employee
Entitlement	<p>The Chief Executive may grant leave without pay to an employee to enable employees to undertake a period of specified defence service. A period of specified defence service is service set out in this Section. Leave granted after the commencement of a period of leave is deemed to take effect at the commencement of that period (that is, retrospective approval).</p> <p>The Chief Executive may grant leave to an employee to enable the employee to perform full time defence service as set out in this Section. The Chief Executive may grant leave to an employee to perform full-time service in a time of war as defined in the <i>Defence Act 1903</i> (Commonwealth) and/or for the purposes of the United Nations in:</p> <ul style="list-style-type: none"> • the Defence Force; • a naval, military or air force of a country allied or associated with Australia for the purposes of defence; or • a naval, military or air force of the United Nations. <p>The Chief Executive may grant leave for an employee to undertake continuous full-time service as a member of the Navy, Army or Air Force for a period not exceeding four years for which the employee has volunteered.</p> <p>If an employee, under Commonwealth law is required to render additional service at the conclusion of the period of service for which the employee has volunteered to serve, the leave granted under this Section by the Chief Executive to that employee is extended for the period necessary to enable the employee to undertake that additional service.</p> <p>Leave granted under this Section is with pay for the first fourteen days and without pay for the remainder of the time. The leave counts as service for all purposes except annual leave. If an employee does not return to duty with the ACTPS the LWOP does not count as service for any purpose.</p> <p>The Chief Executive may grant an employee leave with pay to enable the employee to undertake the following defence service training:</p> <ul style="list-style-type: none"> • annual training as a member of the Navy, Army or Air Force; • training for a continuous period of not less than twenty-eight days, including Saturdays and Sundays, in the case of members of the Navy who are not required to perform annual training, but who are required to undergo a period of training at intervals of not less than two years; or • attendance at a school, class or course of instruction, conducted for the training of members of the Navy, Army or Air Force. <p>The maximum period of leave in a year that may be granted for the purposes of annual training is:</p> <ul style="list-style-type: none"> • in the case of a member of the Navy – thirteen days; • in the case of a member of the Army – fourteen days; and • in the case of a member of the Air Force – sixteen days. <p>The maximum period of leave in a year that may be granted for the purpose of attendance at a school, class or course of instruction, conducted for the training of members of the Navy, Army or Air Force is:</p> <ul style="list-style-type: none"> • in the case of a member of the Navy – thirteen days; • in the case of a member of the Army – sixteen days; and • in the case of a member of the Air Force – sixteen days. <p>The maximum period of defence service leave set out above includes any Saturday or Sunday between the first day of a period of leave in</p>

	<p>respect of a continuous period of training and the last day of that period of leave.</p> <p>If a person who is the commander of an employee in relation to an employee's membership of the Navy, Army or Air Force, certifies in writing that attendance by an employee for the purposes of annual obligatory defence service training for a period in addition to those specified above is necessary, leave with pay not exceeding four days in a year may be granted to the employee to enable the employee to undertake that additional training.</p> <p>If in a year an employee is required to engage as a member of the Army in a continuous period of training of not less than 33 days, including Saturdays and Sundays, leave of absence may be granted to the employee to enable the employee to engage in that continuous period of training.</p> <p>A period, or periods of leave, not exceeding 33 days in aggregate, granted under this Section in a year, is with pay and counts as service for all purposes.</p> <p>The Chief Executive may grant leave with pay to an employee to attend an interview or medical examination in connection with the employee's enlistment in a Reserve Force or Defence Force.</p> <p>Leave granted counts as service for all purposes.</p> <p>Leave must not be granted under this Section if an employee is eligible to be granted leave in special circumstances (see F4 Personal Leave).</p>
Conditions	An eligible employee must give notice to the Chief Executive as soon as practicable of their absence or intention to be absent for Defence Service Leave, including documentary evidence.
Rate of payment	As per entitlement.
Effect on other entitlements	As per entitlement.

Leave to:	Donate an organ
Purpose	To enable an employee to donate an organ.
Eligibility	An employee who volunteers as an organ donor.
Entitlement	A maximum period of three months in any 12 month period.
Conditions	
Rate of payment	Full pay.
Effect on other entitlements	Will count as service for all purposes.

Leave to:	Donate blood
Purpose	To enable an employee to donate blood.
Eligibility	An employee, who volunteers as a blood donor.
Entitlement	The time necessary to attend to give blood, including travel and reasonable recovery time.
Conditions	
Rate of payment	Full pay.
Effect on other entitlements	Will count as service for all purposes.

Leave to:	Engage in employment associated with compensation
Purpose	To enable an employee to engage in employment outside the ACTPS as part of a rehabilitation process under the <i>Safety, Rehabilitation and Compensation Act 1988</i> .
Eligibility	An employee who is, or was, entitled to compensation leave under the <i>Safety, Rehabilitation and Compensation Act 1988</i> and the employment is part of a rehabilitation process under that Act.
Entitlement	A maximum period of three years.
Conditions	
Rate of payment	Without pay.
Effect on other entitlements	Will count as service for all purposes.

Leave to:	Engage in employment in the interests of defence or public safety
Purpose	To enable the employee to engage in work or employment that the Chief Executive considers is in the interests of the defence or public safety of the Commonwealth or the Territories.
Eligibility	An employee
Entitlement	A maximum period of two years.
Conditions	
Rate of payment	Without pay.
Effect on other entitlements	The first twelve months will count as service for all purposes. Subsequent leave will count as service for all purposes except annual leave. If an employee does not return to duty with the ACTPS the leave will not count as service for any purpose.

Leave for:	Employment in the interests of the ACTPS
Purpose	
Eligibility	An employee, other than an employee: (a) who is a probationary employee; or (b) who has six months or less continuous employment.
Entitlement	A maximum period of five years.
Conditions	
Rate of payment	Without pay.
Effect on other entitlements	Will count as service for all purposes except for annual leave. If an employee does not return to duty with the ACTPS the leave will not count as service for any purpose.

Leave to:	Hold a full-time office in a staff organisation
Purpose	To enable an employee to hold a full-time office in a staff organisation; council of staff organisations, or credit union, co-operative society, building co-operative or similar body.
Eligibility	An employee
Entitlement	The maximum period of leave that may be granted is the period for which the employee is elected to office, or in the case of a non-elected office, three years.
Conditions	To be eligible for leave to hold a non-elected office the employee must have been employed in the ACTPS or in the Australian Public Service for at least four years, at the date at which the leave is proposed to begin. Leave may only be granted for this purpose where the relevant body is incorporated and is conducted by, or on behalf of, a staff organisation for the benefit of the members of the staff organisation or all persons employed in the ACTPS.
Rate of payment	Without pay.
Effect on other entitlements	Will count as service for accruing personal leave and calculating the period of service for long service, except where the leave is to enable the employee to take up an honorary office. Where leave is granted to enable the employee to take up an honorary office, the first two months leave in each calendar year will count as service for all purposes. Leave in excess of two months in a calendar year will not count as service for any purpose other than ongoing eligibility to access maternity leave as provided by the <i>PSM Act</i> , Part 8 clause 172(1).

Leave for:	Local government purposes
Purpose	To enable the employee to attend formal meetings, in the capacity of an elected office holder, of a local government council.
Eligibility	An employee who is a duly elected office holder of a local government council.
Entitlement	A maximum period of: (a) in the case of an employee who is mayor or president of the council, five days in any 12 month period; or (b) in any other case three days in any 12 month period.
Conditions	
Rate of payment	Full pay.
Effect on other entitlements	Will count as service for all purposes.
Leave for:	Religious purposes
Purpose	To enable an employee to attend a ceremony integral to the practice of the employee's religious faith.
Eligibility	An employee who is an adherent to the particular religious faith and who is a practising member of that religious faith.
Entitlement	A maximum period of ten days in any two year period.
Conditions	Religious leave is only available for ceremonies that are of significant importance to the particular faith that are generally observed by the entire faith. Leave is not available for ceremonies that are only of significance to the individual member of the particular religious faith.
Rate of payment	Without pay.

Effect on other entitlements	Will not count for any purpose.
Leave for:	Returned soldiers for medical purposes
Purpose	To enable an employee to attend an appointment for treatment or review as a returned soldier under the <i>Veterans' Entitlement Act 1986</i> (Commonwealth).
Eligibility	An employee who is a returned soldier.
Entitlement	A maximum period of two weeks in any twelve month period.
Conditions	
Rate of payment	Full pay.
Effect on other entitlements	Will count as service for all purposes.

Leave to:	Take leave where leave cannot be granted under any other provision
Purpose	To enable an employee to be absent from duty where the leave cannot be provided for elsewhere
Eligibility	An employee
Entitlement	A maximum period of twelve months.
Conditions	
Rate of payment	Without pay, except where the Chief Executive determines there are special circumstances, having regard to: <ul style="list-style-type: none"> (a) the purpose for which the leave is being taken; and (b) the length of service of the employee; and (c) the length of the period for which the leave is being taken. <p>In special circumstances the Chief Executive determines whether leave is at full pay or half pay.</p>
Effect on other entitlements	Leave without pay will not count as service for any purpose except where the Chief Executive determines there are special circumstances that the period of leave granted is to be with pay.

Dictionary

ACC means the Agency Consultative Committee established under clause H1 of this Agreement.

Accrued Day Off (ADO) means a period of bankable leave that an employee is able to access as a result of increasing the employees daily hours of work from 7 hours 36 minutes to 8 hours.

ACTPS means the Service established by the *PSM Act*.

Agency means the administrative unit known as the Education and Training Directorate.

Agreement means ACT Department of Education and Training Staff Enterprise Agreement 2010-2011 and includes all Annexes and Schedules.

Appeal Panel means the panel established under the provisions at Section J.

Appointed means an appointment in accordance with Part 5 Division 5.3 of the *PSM Act*.

Carer means an employee who provides in addition to the employee's normal family responsibilities, care and support on a regular basis to other family members or other person's who are sick or ageing, have an injury, have a physical or mental illness or a disability.

Casual Employee means a person engaged by the Agency under the *PSM Act* to perform work for a short period on an irregular or non-systematic basis.

Chief Executive means a person engaged under section 23C of the *Public Sector Management Act 1994* as head of service.

Commissioner for Public Administration means the person appointed under section 18(1) of the *PSM Act*.

Consultation means providing relevant information to employees and their union or other employee representatives. It means more than a mere exchange of information. For consultation to be effective the participants must be contributing to the decision-making process not only in appearance but in fact.

Domestic Partnership means a relationship between two people, whether of a different or the same sex, living together as a couple on a genuine domestic basis.

Eligible Casual Employee means:

- (a) an employee who has been employed as a casual employee; and
- (b) the employee has been employed by the ACTPS on a regular and systematic basis for a sequence of periods of employment during a period of at least twelve months; and
- (c) who has a reasonable expectation of continuing employment by the ACTPS on a regular and systematic basis.

Employee means (unless there is a clear intention in this Agreement to restrict the meaning) an officer or a casual employee or a temporary employee who is employed or engaged in the Agency in a classification set out in Annex A, excluding a person engaged as head of service under section 23C of the *Public Sector Management Act 1994*, persons engaged as directors-general under section 28 of the *Public Sector Management Act 1994* or persons engaged as executives under sections 72 or 76 of the *Public Sector Management Act 1994*.

Employee Based in Schools means employees whose normal work location is a school and/or unit attached to a school, and who works with students and/or in administration of the school.

Employee Representative means any person chosen by an employee, or a group of employees, to represent the employee(s).

FW Act means the *Fair Work Act 2009*.

FWA means Fair Work Australia.

FW Regulations mean the *Fair Work Regulations 2009*.

Household Member means a person (other than the employee's immediate family) residing in the employee's normal place of residence at the time of their illness, injury, emergency or death.

Immediate Family means a person who is:

- (a) a domestic partner (including a former domestic partner); or
- (b) a child or an adult child, parent, grandparent, grandchild or sibling of the employee or domestic partner of the employee; or
- (c) a person related to the employee by Aboriginal and/or Torres Strait Islander kinship structures; or
- (d) a child through a care and protection order.

'Immediate family' includes adopted, step-, fostered or ex-nuptial immediate family where these circumstances exist.

Additionally, the Chief Executive may consider that the definition of 'immediate family' be extended for a particular decision involving an employee where exceptional circumstances exist. This might include other close family members or an employee who lives alone and has no-one to nominate as 'immediate family', may nominate one person, in similar circumstances, for the purpose of caring responsibilities.

Long-term Temporary means a person who is engaged under the *PSM Act* for a period of twelve months or more.

Manager means a person who has responsibility for planning, organising and leading a work unit or group activity.

Officer has the same meaning as in section 3 of the *PSM Act*. Note: Permanent staff are officers.

PSM Act means the *Public Sector Management Act 1994* as varied.

PSM Standards means the Public Sector Management Standards made under the *PSM Act* as varied.

Registered Health Professional means a health professional registered, or licensed, as a health professional (or as a health professional of a particular type) under a law of a State or Territory that provides for the registration or licensing of health professionals (or health professionals of that type).

Registered Medical Practitioner means a person registered, or licensed as a medical practitioner under a law of a state or territory that provides for the registration or licensing of medical practitioners.

Rostered Day Off (RDO) means a defined period of leave that an employee is programmed to take as a result of increasing the employee's daily hours of work from 7 hours 36 minutes to 8 hours.

Short-term Temporary Employee means an employee engaged under the *PSM Act* for a period of less than twelve months.

Stand-down is the period covering the three school vacations during the school year and the period between school years designated in clause O3 – Stand down. Stand down is only applicable to school assistant classifications.


Supervisor means a person who has direct supervisory responsibility for one or more employees in a work unit or group activity.


Temporary Employee means an employee engaged by the Agency under the *Public Sector Management Act 1994* for a specific period of time or for a specified task under Division 5.7 of the *Public Sector Management Act 1994*, excluding a person engaged as head of service under section 23C of the *Public Sector Management Act 1994*, persons engaged as directors-general under section 28 of the *Public Sector Management Act 1994* or persons engaged as executives under sections 72 or 76 of the *Public Sector Management Act 1994*.


Union(s) means a union or unions which are covered by this Agreement.

ACT Department of Education and Training Staff Enterprise Agreement 2010-2011

This is a signed copy of the enterprise agreement defined above signed in accordance with the requirement of the *Fair Work Act 2009*

Employer	
Signature:	
Name:	Dr Jim Watterston
Address:	220 Northbourne Ave Braddon ACT 2612
Authority to sign the agreement:	Signatory holds the office of Chief Executive of the ACT Department of Education and Training

Representative of employees	
Signature:	
Name:	Vince McDevitt
Address:	Level 1 40 Brisbane Ave Barton ACT 2600
Authority to sign the agreement:	Signatory holds the office of ACT Regional Director of the Community and Public Sector Union

Representative of employees	
Signature:	
Name:	Penny Gilmour
Address:	Ground Floor 40 Brisbane Ave Barton ACT 2600
Authority to sign the agreement:	Signatory holds the office of ACT Branch Secretary of the Australian Education Union

Representative of employees	
Signature:	
Name:	Michael White
Address:	Level 2 40 Brisbane Avenue Barton ACT 2600
Authority to sign the agreement:	Signatory holds the office of ACT Branch Secretary of the Media Entertainment and Arts Alliance