



FAIR WORK  
AUSTRALIA

## DECISION

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

**ACT Government T/A Chief Minister and Cabinet Directorate**  
(AG2011/3578)

### **ACT LEGISLATIVE ASSEMBLY MEMBERS' STAFF ENTERPRISE AGREEMENT 2011 - 2013**

State and Territory government administration

COMMISSIONER DEEGAN

CANBERRA, 16 DECEMBER 2011

*Application for approval of the ACT Legislative Assembly Members' Staff Enterprise Agreement 2011-2013.*

[1] An application has been made for approval of an enterprise agreement known as the ACT Legislative Assembly Members' Staff Enterprise Agreement 2011-2014 (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act) by the Australian Capital Territory through the Chief Minister and Cabinet Directorate. The Agreement is a single-enterprise agreement.

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

[3] The Media, Entertainment and Arts Alliance and the CPSU, the Community and Public Sector Union and the Australian Municipal, Administrative, Clerical and Services Union, being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) of the Act I note that the Agreement covers the organisations.

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 23 December 2011. The nominal expiry date of the Agreement is 30 June 2013.



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**ACT Legislative Assembly Members' Staff  
Enterprise Agreement 2011 - 2013**

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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 Legislative Assembly Members' Staff Enterprise Agreement 2011-2013*.

### **A2 Main Purpose**

A2.1 The main purpose of this Agreement is to set out terms and conditions that reflect the particular operational and business requirements for the Legislative Assembly.

### **A3 Application and Coverage**

A3.1 This Agreement applies to and covers:

- (a) the Chief Minister of the ACT on behalf of the Australian Capital Territory;
- (b) persons engaged under the *Legislative Assembly (Members' Staff) Act 1989* at any time when the Agreement is in operation in one of the classifications in Annex A, except persons engaged as Executive Chief of Staff; and
- (c) Members of the ACT Legislative Assembly.

A3.2 This Agreement covers:

- (a) the Media Entertainment and Arts Alliance;
  - (b) the Community and Public Sector Union; and
  - (c) the United Services Union,
- 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 2013.

### **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 Applicable legislation includes:

- (a) *Fair Work Act 2009* (Cwth) (FW Act);
- (b) *Legislative Assembly (Members' Staff) Act 1989* (ACT) (LAMS Act);
- (c) Chief Minister's Determinations and Directions made under (b);
- (d) *Public Sector Management Act 1994* (ACT) (PSM Act);
- (e) Public Sector Management Standards (PSM Standards);
- (f) *Work Safety Act 2008* (ACT) (WS Act);
- (g) *Holidays Act 1958* (ACT) (Holidays Act);
- (h) *Safety, Rehabilitation and Compensation Act 1988* (Cwth) (SRC Act); and
- (i) *Territory Records Act 2002* (ACT) (TR 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 Minister**

A7.1 Nothing in this Agreement limits the power of the Chief Minister to authorise a person to act for and on behalf of the Chief Minister.

**A8 Variation to Agreement**

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

**A9 Termination of Agreement**

A9.1 The Territory and the Unions 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 LEGISLATIVE ASSEMBLY**

### **B1 Types of Employment**

- B1.1 A person will be engaged under the LAMS Act in one of the following categories:
- (a) Fixed term employment on a full-time or regular part-time basis, engaged for a specified period of time or for a specified task, or as a trainee; or
  - (b) Casual employment on an irregular and non-systematic basis.
- 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 Casual Employment Arrangements**

- B2.1 A casual employee is an employee who is employed by a Member by the hour **or** on an irregular or non-systematic basis, or to provide temporary assistance on such days as the Member may require.

#### ***Minimum Attendance***

- B2.2 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***

- B2.3 A person engaged as a casual employee will be paid at the same rate of pay as would be applicable to a fixed term 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 for the employee's classification, 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 Public Holidays***

- B2.4 A casual employee is not eligible for payment in respect of public holidays, unless the employee works on a public holiday.
- B2.5 Where a casual employee does work on a public holiday, the casual employee is entitled to the appropriate overtime payment described in clause B2.10 for all hours worked on the public holiday.

#### ***Overtime***

- B2.6 Subject to clause B2.7, a casual employee is eligible to receive payment for overtime in accordance with this provision in respect of all hours worked in excess of seven hours and twenty-one minutes on any day, and for all duty required to be performed on a Saturday or Sunday that is in addition to the employee's ordinary weekly hours of work.
- B2.7 Except with the approval of the Member, an employee whose minimum annual pay is equal to or greater than the minimum annual pay of a Senior Adviser Level 1 is not eligible to receive payment for overtime worked.
- B2.8 In determining a claim or claims for overtime from an employee whose minimum annual pay is equal to or greater than the minimum annual pay of a Senior Adviser Level 1, the Member will take into account such records of attendance that may demonstrate that the employee has worked regular and/or excessive overtime.
- B2.9 The loading paid under clause B2.3 is not taken into account in the calculation of overtime payments.
- B2.10 A casual employee who is required to work overtime will be paid as follows:
- (a) for overtime worked at any time from Monday to Saturday inclusive, at the rate of time and a half at the employee's ordinary hourly rate of pay for the first three hours, and at the rate of double time at the employee's ordinary hourly rate of pay for all hours thereafter.
  - (b) for overtime worked at any time on a Sunday, at the rate of double time at the employee's ordinary hourly rate of pay for all hours worked.
  - (c) for overtime worked on a public holiday or on a substituted public holiday as defined in clause F21 of this Agreement, at the rate of double time and a half at the employee's ordinary hourly rate of pay for all hours worked.
- B2.11 For the purposes of calculating overtime payments, each day's work will stand alone.
- B2.12 Overtime is to be calculated to the nearest quarter of an hour of the total amount of overtime to be claimed in each fortnightly period.

B2.13 Overtime will not be paid, unless it is performed at the direction or approval of a Member. Any payment will be met from within the Member's salary cap.

B2.14 A Member will not authorise payment for overtime where the employee has failed to keep suitable records of attendance for duty and absence from duty.

**Meal Allowance**

B2.15 A casual employee is eligible to receive payment of meal allowance in accordance with clause C13.

B2.16 The term *meal break* does not require the employee to partake of a meal during the break period.

**Leave**

B2.17 A casual employee is not eligible for paid leave, other than Long Service Leave.

**Salary Progression**

B2.18 A casual employee is not eligible for salary progression as referred to in clause C6, however the Member may determine that the person should be paid at any of the pay points in the salary range prescribed for the employee's classification.

**B3 Probation**

B3.1 Where a person is employed on probation under the LAMS 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.

B3.2 At the time of an offer of employment on probation, the Member will inform the person in writing of the period of probation that will apply

B3.3 A decision of the Member to terminate the employment of an employee on probation is excluded from the Internal Review Procedures (Section I) of this Agreement.

B3.4 To avoid doubt, an employee on probation is able to seek a review of the employee's probation under the Internal Review Procedures, Section I, except in relation to a decision to terminate the employee's employment.

**B4 Hours of Work**

B4.1 In this clause *employee* refers to employees, other than casual employees.

B4.2 Hours of work arrangements will be in accordance with operational requirements and workplace 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.

B4.3 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.

**Ordinary Hours of Work**

B4.4 The ordinary daily hours are seven hours and twenty-one minutes for a full time employee. The ordinary weekly hours are thirty-six hours and forty-five minutes for a full time employee.

B4.5 A part time employee will work less than the ordinary weekly hours of work for a full time employee.

B4.6 As far as practicable, ordinary daily hours should be worked within the span of hours of 7:00am to 7:00pm, Monday to Friday.

B4.7 A Member will, after consultation with the employee, fix the commencing and finishing times of an employee's ordinary daily hours having regard to the employee's work and life responsibilities.

**Meal Break**

B4.8 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.

B4.9 The term *meal break* does not require the employee to partake of a meal during the break period.

- B4.10 Where an employee has been working five hours since the employee's last break and it is expected that the requirement for extra duty will shortly cease, the employee and the Member may decide that a meal break is not required and the employee will continue working until the extra duty ceases.
- B4.11 An employee who works up to six hours in a day may, with the agreement of the Member, work up to six hours without a meal break to accommodate the employee's personal circumstances and work/life balance.

***Rest Relief After Extra Duty***

- B4.12 Unless a Member directs an employee to report for duty earlier, the employee must have a continuous period of eight hours off duty between ceasing extra duty following normal duty one day, and commencing normal daily hours of work the following day.
- B4.13 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.
- B4.14 Where a Member directs an employee to return to duty without having had eight consecutive hours off duty, plus reasonable travelling time, the employee must:
- (a) be paid at double 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.

**B5 Time Off in Lieu**

- B5.1 TOIL 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 Member's office. It is not a system that is designed to increase or reduce the total number of hours that must be worked.
- B5.2 For TOIL arrangements to work effectively Members and employees have a responsibility to manage hours of work to ensure that individuals are not building up excessive TOIL credits without:
- (a) the opportunity to access TOIL credits; and
  - (b) being productively employed i.e. a Member may require an employee not to accumulate TOIL credits before 8.30am or after 4.51pm where there is insufficient work or an employee cannot be sufficiently managed.
- B5.3 TOIL will only accrue on those hours worked in excess of thirty-eight hours and forty-five minutes in a week for a full-time employee, and proportionate hours for a part-time employee.
- B5.4 A Member may authorise an employee who has accrued TOIL credits to be absent during the hours specified for the performance of ordinary daily hours in clause B4.6 without deduction from pay, and without additional payment, on an hour-for-hour basis, at ordinary time rates of pay.
- B5.5 Accrued TOIL credits will be taken at such times and in such a period or periods as are agreed between the employee and the Member and approved prior to taking accrued TOIL. It is the responsibility of both the employee and the relevant Member to take steps to ensure that accrued TOIL credits can be taken as time off, in accordance with this clause.
- B5.6 TOIL will, subject to operational requirements, be granted as soon as practicable after it is accrued, unless the employee requests otherwise.
- B5.7 If a Member does not grant an employee's request to take TOIL because of operational requirements, the Member will consult with the employee to determine a mutually convenient alternative time for the employee to take TOIL.
- B5.8 A Member must not approve TOIL where the employee has failed to keep suitable records of attendance for duty and absence from duty.
- B5.9 An employee can only accrue a maximum TOIL credit equal to 100 hours at the end of the settlement period.
- B5.10 A settlement period will comprise two weeks.
- B5.11 Where an employee has accrued 80 hours TOIL credit the employee and relevant Member must agree, and implement a TOIL usage plan to ensure the employee's accrued TOIL credit will not exceed a maximum of 100 hours.

B5.12 There is no provision to cash out TOIL credits either during a period of employment with the Member, or upon separation.

B5.13 An employee not complying with these TOIL provisions may be directed to work standard hours or the employee's standard working pattern. 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 Member.

## **B6 Record Keeping**

B6.1 The employer 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.

B6.2 The employee will record the time of commencing and ceasing duty for each day. These records will require certification by the employing Member, or other nominated supervisor, and lodgement with the relevant corporate area in a timely fashion.

## **B7 Notice of Termination**

B7.1 Where an employee's employment is terminated at the initiative of the Member, the employee may be paid a termination payment as set out in clause B8.

B7.2 The termination payment under clause B8 will constitute payment or part payment of compensation in lieu of notice for the purposes of section 117 of the Fair Work Act.

B7.3 If the payment to which the employee is entitled to under clause B8 is less than that to which the employee would be entitled to under section 117 of the Fair Work Act the Employee will be entitled to be paid compensation in lieu of notice equal to the difference between the termination payment in clause B8.1 and the Employee's entitlement under section 117 of the Fair Work Act.

B7.4 Where an employee is not entitled to a termination payment under clause B8.1, the employee may be entitled to notice or pay in lieu of notice in accordance with section 117 of the Fair Work Act.

B7.5 Where an employee's employment is to be terminated at the initiative of the employee, the employee will provide written notice of their resignation to the Member at least two weeks prior to the proposed date of the resignation.

B7.6 The period of notice required in clause B7.5 may be reduced by agreement in writing between the employee and the Member.

## **B8 Termination Payment**

B8.1 Subject to this clause and clause B8.2, an employee whose employment is terminated by the operation of sections 8(1), 8(2), 8(4), 13(1) and 13(3) of the LAMS Act is entitled to be paid:

- a sum equal to four weeks salary irrespective of length of service; plus
- a sum equal to two weeks salary for each completed year of continuous service, plus a pro-rata payment for additional completed months of service, up to a maximum of forty-eight weeks salary.

B8.2 The following employees are not entitled to a termination payment under clause B8.1:

- An employee whose employment is terminated by resignation or dismissal for misconduct;
- An employee who has a right of return to secure employment in the public sector;
- An employee who is engaged for a fixed period, to fill a vacancy caused by a staff member being absent on leave;
- An employee who is engaged to undertake a specified project, where the project has been completed;
- A probationary employee; or
- A casual employee.

B8.3 Where an employee is entitled to be paid redundancy pay under clause 119 of the Fair Work Act, any termination payment made under clause B8.1 will be reduced by an amount equal to that redundancy payment.

B8.4 An employee who is in receipt of a termination payment under clause B8.1 and who is subsequently re-employed under the LAMS Act, will repay the termination payment received to the extent that the person's re-employment covers the same period of time as the termination payment.

## 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:

- (a) 3.5 per cent effective from 18 August 2011 paid as soon as reasonably possible, but no later than the second pay day following the commencement of this Agreement; and
- (b) 3.5 per cent from 1 July 2012.

C2.3 A person who was an employee of a Member on 18 August 2011, and who separated from the Member's employment 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 on separation from the Member's employment 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 relevant corporate area commits to paying employees their ordinary fortnightly pay on the appropriate payday.

C3.3 The ordinary fortnightly pay will be based on the following formula:

$$\text{fortnightly pay} = \text{annual rate of pay} \times \frac{12}{313}$$

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 relevant corporate area, 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 relevant corporate area will not be unreasonably withheld.

### C4 Payroll Deduction for Union Fees

C4.1 Upon request by the Union, the relevant corporate area will facilitate arrangements for payroll deductions for union fees. The relevant corporate area 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.

### C5 Pay Points and Progression

C5.1 On commencement an employee may be paid at any pay point within their classification level, subject to the agreement of the relevant Member. In considering the appropriate rate of payment the Member 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.

C5.2 The relevant Member may, following a review under clause C5.4, or at any other time, agree to pay the employee at a higher rate of pay applicable to the employee's classification level, provided the employee's current rate of pay is less than the maximum rate payable for that classification.

C5.3 The higher rate of pay will be specified in a new Employment Agreement and paid to the employee from the date of commencement of the new contract.

- C5.4 An employee's performance and total remuneration will be reviewed in April each year by the relevant Member in consultation with the employee.
- C5.5 At the time of the review, the relevant Member will take into consideration the employee's work performance as well as the employee's attendance, diligence and efficiency in determining whether to pay the employee a higher rate of pay.
- C5.6 The relevant Member will inform the employee whether the employee's work performance, attendance, diligence and efficiency have been satisfactory or unsatisfactory.
- C5.7 Where the employee is informed that the employee's work performance, attendance, diligence and efficiency have not been satisfactory, the relevant Member will:
- (a) provide details to the employee; and
  - (b) discuss with the employee what is required to achieve satisfactory work performance, attendance, diligence and/or efficiency in accordance with clause H2.4.

## **C6 Temporary Performance**

- C6.1 The Member may temporarily increase an employee's salary to a point in the salary range of a higher classification to recognise a requirement for the employee to perform higher level work in the workplace for a specified period. For example, temporary performance may be used to cover the absence of an employee on maternity or long service leave.
- C6.2 Temporary performance will only be available where the requirement to perform higher level work in the workplace is for a period of five consecutive days or more and the payment can be met within the Member's approved salary cap. This payment will occur from day 1, provided the total period of temporary performance is five days or more.
- C6.3 The Member will make any such determination of salary under this clause in writing by issuing a new Employment Agreement for the relevant period.

## **C7 Specialist Duties Payment**

- C7.1 The Specialist Duties Payment which is aimed at:
- (a) providing a mechanism for remunerating employees for specialist duties regularly performed (referred to in this clause as "identified duties") that are above those normally performed at the employee's classification and pay;
  - (b) facilitating the retention of employees with specialist skills and qualifications that are in high demand in the market place; and
  - (c) providing greater flexibility to Members in the use of the Member's salary cap.
- C7.2 A Member may pay an employee a Specialist Duties Payment only where:
- (a) the employee regularly performs identified duties that are critical to the operation of the Member's office;
  - (b) the identified duties require specialist qualifications or specialist or high level skills;
  - (c) the skills required by the employee who performs the identified duties are in high demand in the market place;
  - (d) the employee would incur significant costs to replace.
- The identified duties may include being available to work outside standard hours.
- C7.3 The amount payable to an employee under clause C7.2 will be up to a maximum of ten percent of the rate of pay for the employee's classification level, calculated on the employee's ordinary fortnightly hours of work and paid fortnightly.
- C7.4 The Specialist Duties Payment will not count as pay for any other purpose.
- C7.5 The identified duties will be specified in the employee's Employment Agreement, together with the amount of the payment.
- C7.6 The Specialist Duties Payment will be reviewed by the Member annually, and will cease when the employee ceases to perform the identified duties.
- C7.7 Any payment made under this clause will be met from within the Member's salary cap.

## **C8 LAMS Allowance**

- C8.1 In this clause *employee* refers to employees other than casual employees. Overtime worked by casual employees will be remunerated in accordance with clause B2.6.
- C8.2 An employee may be required or requested to work reasonable additional hours for duty at any time that the employee is required, subject to the payment of an allowance in accordance with the conditions set out in this clause and the accrual of TOIL in accordance with the conditions set out in clause B5, and the reasonable additional hours provisions of the FW Act.
- C8.3 Employees will be paid a LAMS Allowance instead of payment for all hours worked between the normal working hours of thirty-six hours and forty-five minutes and thirty-eight hours and forty-five minutes in a week for a full-time employee, and proportionate hours for a part-time employee. The allowance is aimed at recognising and remunerating reasonable additional hours worked and other special features of the employment.
- C8.4 Employees will accrue Time off in Lieu (TOIL) only for those hours worked in excess of thirty-eight hours and forty-five minutes in a week for a full-time employee, and proportionate hours for a part-time employee, in accordance with clause B5.
- C8.5 Employees will not be entitled to any other payment for overtime worked, including work performed on a Saturday, Sunday or public holiday, except as provided under clause B2.6.
- C8.6 The LAMS Allowance will be fixed at seven percent of the fortnightly rate of pay for the employee's classification calculated on ordinary hours worked in that fortnight, and will be paid fortnightly in arrears.
- C8.7 The LAMS Allowance will not be paid on any period of paid or unpaid leave of any type.
- C8.8 The LAMS Allowance will not count as salary for any other purpose.

## **C9 Mature Age Payment**

- C9.1 The Chief Minister may approve additional remuneration benefits instead of employer superannuation contributions being made for any of the following:
- (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 who is seventy years or older and whose preferred choice of fund rules preclude the payment of employer superannuation contributions; or
  - (c) an employee who 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 Minister considers that any such employee has the knowledge, skills and experience that are essential for the Assembly to retain.
- C9.2 Where Commonwealth legislation or choice of fund rules change to allow employer superannuation contributions to be made, the mature age payment will cease and superannuation contributions will recommence. It is the responsibility of the employee to promptly request that their relevant corporate area cease the mature age payment and resume employer superannuation contributions for funds of choice.
- C9.3 The date of effect for resumption of employer superannuation contributions under clause C9.2 will be from the next available pay day after the mature age payment ceases.

## **C10 Trainees**

- C10.1 Rates of pay for employees engaged as trainees are set out at Annex B to this Agreement.
- C10.2 The Member will ensure that, as far as practicable, the employment arrangements for trainees are fair and attractive.

## **C11 Operation of Allowances**

- C11.1 Expense, disability and skill related allowances provided for in this Agreement are set out in Annex C.
- C11.2 The rates for all allowances provided for in Annex C of this Agreement will be adjusted by the rate of increase in pay in accordance with clause C2.2.
- C11.3 Part-time and casual employees who satisfy the requirements for payment of a disability or a skill related allowance under this Agreement will receive the allowance on a proportional basis.

C11.4 Despite clause C1.1, 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.

C11.5 Allowances payable to casual employees under this Agreement are not subject to the loading prescribed in clause B2.3.

## **C12 Meal Allowance**

C12.1 An employee who works additional hours is entitled to payment of a Meal Allowance, where the employee is required after the completion of their ordinary hours of duty for the day to perform duty that continues until 7.00pm or beyond, whether or not an unpaid break for a meal is taken.

C12.2 The rate of payment for Meal Allowance is set out in Annex C and will be in addition to payment of the LAMS Allowance and any payment of overtime.

## **C13 Work Related Expenses**

C13.1 An employee will be entitled to be paid an allowance or be reimbursed for expenses in connection with the employee's employment in accordance with this clause

### ***Travel Expenses***

C13.2 Where, under local arrangements, approval is given for an employee to travel on Assembly or official business and that travel involves an absence overnight, the employee will be entitled to have the costs of reasonable transport, accommodation, meal and incidental expenses met.

C13.3 The preferred arrangement for the payment of expenses under clause C13.2 is by the agreed charging arrangements with the ACT public sector travel manager. Other payment options that may be available for the payment of expenses under clause C13.2, subject to substantiation by receipted tax invoices or other acceptable documentation, are:

- (a) reimbursement of reasonable travel expenses;
- (b) use of corporate credit card by the relevant corporate area;
- (c) cash advance; and
- (d) use of cabcharge.

### ***Motor Vehicle Allowance***

C13.4 If, during the course of the employee's employment, an employee is required by the Member to use their private motor vehicle, the employee will be entitled to be paid a Motor Vehicle Allowance.

C13.5 The rate of payment for the Motor Vehicle Allowance is set out in Annex C.

C13.6 To be eligible for payment of the allowance, an employee must seek prior approval to use their private motor vehicle from the relevant corporate area, and any request must be supported by the Member, including an undertaking from the Member that:

- (a) the Member's Assembly vehicle will be used wherever possible; and
- (b) where the Member's Assembly vehicle is not available and the employee is required to use their own vehicle, there is funding available to meet the allowance that will be paid to the employee.

### ***Taxi Vouchers***

C13.7 Transport from the Assembly to an employee's usual place of residence will be provided, on request, by taxi where the employee is required by the employee's Member to work after 8.00pm.

### ***Mobile Phones***

C13.8 If, during the course of the employee's employment, an employee is required by the Member to use their private mobile phone, the employee will be entitled to be reimbursed for work-related calls in accordance with the employee's plan.

C13.9 The employee must obtain the prior approval of the Member before using their private mobile phone during the course of their employment and, following use, must submit, as soon as practicable, to the relevant corporate area an itemised statement of the calls made and the cost.

## **C14 Reimbursement of Reasonable Relocation Expenses**

C14.1 Any payments made under this clause require the prior approval, and are at the discretion, of the Chief Minister.

C14.2 The purpose of this reimbursement is to provide financial assistance to employees recruited from interstate or overseas with the reasonable costs of relocation.

C14.3 The Chief Minister may approve a reimbursement payment to a prospective employee of such an amount up to a pre-determined ceiling as the Chief Minister 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 (for the first six dependants)	\$2,000
Additional payment per dependant (for the seventh and further dependants)	\$1,750

C14.4 The relevant Member will inform the prospective employee of the predetermined ceiling prior to the prospective employee's relocation.

C14.5 In order for a prospective employee to be reimbursed costs, valid receipted tax invoices must be provided.

C14.6 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.

C14.7 The Chief Minister may approve payment in excess of the approved amount or ceiling in exceptional circumstances.

C14.8 In the event that the employee terminates their employment with the Territory within eighteen months of the date of commencement of employment and does not commence employment with another Member or an ACTPS Agency within one month, the employee may be required by the Chief Minister to repay:

- (a) in the case the employee terminates employment within twelve months from the date of commencement of employment – one hundred percent 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 commencement of employment – fifty percent of the relocation reimbursement.

### **C15 Health and Wellbeing Initiative**

C15.1 In recognition of the benefits of maintaining a healthy and productive workforce, employees will be entitled to reimbursement of expenses up to \$200 per annum where an employee undertakes, in their own time, eligible health promotion activities. Eligible health promotion activities include, but are not limited to, one or more of the following:

- (a) fitness programs;
- (b) quit smoking programs;
- (c) stress management courses;
- (d) gym membership;
- (e) weight loss programs;
- (f) fitness equipment acquisition; and
- (g) therapeutic massage.

C15.2 The reimbursement of expenses under clause C15.1 will be administered in accordance with the relevant guidelines.

## **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 employer.
- D1.5 The relevant corporate area will continue to provide appropriate information to employees concerning salary sacrifice arrangements.

### **D2 Classification/Work Value Review**

- D2.1 An employee, or a group of employees, or the union(s) or other employee representatives, may present a case to request the Chief Minister and Cabinet Directorate to undertake a classification/work value review of a position or group of positions.
- D2.2 Where the Chief Minister and Cabinet Directorate agrees to such a request it will undertake the review in consultation with the employee(s) and the union(s) or other employee representatives.
- D2.3 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.
- D2.4 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).
- D2.5 These provisions do not affect the right of the Chief Minister and Cabinet Directorate to undertake a classification/work value review at its own initiative.

### **D3 Supported Wage System**

- D3.1 Employees who are assessed as eligible to receive a supported wage under clause D3.2 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 first pay point of the Adviser Level 1 (lower) pay range per week.
- D3.2 The relevant corporate area will arrange for an assessment of the productive capacity of an employee in accordance with the processes contained in the National Minimum Wage Order issued annually by FWA, except that the minimum rate payable will be as set out in clause D3.1.

### **D4 Overpayments**

- D4.1 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.
- D4.2 In the event that an employee has received an overpayment, the relevant corporate area will recover the overpayment in accordance with this clause.
- D4.3 Where an overpayment has occurred, the relevant corporate area 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.

- D4.4 The relevant corporate area 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 clause D4.7 will apply.
- D4.5 Any such agreement may include recovery of the overpayment by the relevant corporate area:
- (a) as a lump sum; or
  - (b) by payroll deduction from pay.
- D4.6 In respect to recovery action it may be agreed with the employee and the Member to adjust the employee's leave credits instead of, or in combination with, a cash recovery.
- D4.7 Where the relevant corporate area and the employee cannot agree a reasonable recovery rate, the overpayment will be recovered at the rate of up to ten percent of the employee's gross fortnightly pay, or such other rate determined by the relevant corporate area having regard for all of the circumstances.
- D4.8 Despite clauses D4.4 and D4.7, the recovery period will not usually exceed twenty-six pay periods.
- D4.9 Any outstanding money owing to the Territory 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 by the relevant corporate area unless the relevant delegate under the *Financial Management Act 1996*:
- (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.
- D4.10 Where the relevant delegate under the *Financial Management Act 1996* determines that an overpayment is not recoverable, the provisions of the relevant Financial Instructions, relating to the waiver and write-off of monies, will apply.

## **D5 Underpayments**

- D5.1 Where the relevant corporate area 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 relevant corporate area receiving the request.

## **D6 Backfill**

- D6.1 The Chief Minister will not unreasonably withhold approval of a request for a Member to exceed the Member's salary cap where:
- (a) an employee takes a period of paid leave exceeding four continuous weeks; and
  - (b) the Chief Minister reasonably considers the leave to be beyond the Member's control; and
  - (c) the Member will be unable to exercise the Member's parliamentary duties without hiring a replacement during the period of the employee's absence.

## **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 sector, it is recognised that employees have different needs at different times.
- E1.3 The Territory 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 An employee may apply, in writing, to their Member for flexible working arrangements. The Member 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 Member 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 Member 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 Member 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 Territory 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 Territory also recognised 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 clause E3.4 is as provided for in this Agreement.

#### **E4 Scheduling of Meetings**

E4.1 To assist employees to meet the employees' personal responsibilities, where possible, all meetings requiring the attendance of employees are to be scheduled at times that take into account those responsibilities.

#### **E5 Regular Part Time Employment**

E5.1 The Territory recognises that Regular Part Time Work can be an effective means of reconciling the sometimes conflicting demands of an employee's work and personal commitments. To that end, Regular Part Time Work is available to employees on the following basis.

E5.2 A person may be employed in any classification as a regular part-time employee for an agreed number of regular hours per week that is less than the ordinary weekly hours specified in this Agreement.

E5.3 The minimum attendance on any day will be no less than three hours.

E5.4 The pattern of hours and days, and commencement and cessation times, for part-time work will be agreed between the employee and the relevant Member and recorded in the employee's Employment Agreement

E5.5 A Member may seek to vary the employee's ordinary hours of duty for operational reasons.

E5.6 An employee may seek to vary their ordinary hours of duty for personal reasons.

E5.7 No variation will be made to an employee's hours of duty unless there is an agreement between the employee and the relevant Member.

E5.8 An agreement under clause E5.7 will be recorded in the employee's Employment Agreement, and will include the agreed weekly ordinary hours of duty and pattern of hours and days, and will be filed with the employee's personnel records.

#### **E6 Regular Part Time Employment following Maternity leave, Primary Caregiver leave or Parental leave**

E6.1 An employee employed on a full-time basis who returns to work after accessing maternity leave, primary caregiver leave or parental leave will, on application by the employee, be given access to regular part-time employment for a period of up to three years from the birth, adoption of the child or granting of parental responsibility of a foster child, provided the employee's employment under the LAMS Act is continuous during this period.

E6.2 The maximum aggregate period of part-time employment that may be approved for an employee under clause E6.1 is seven years, provided the employee's employment under the LAMS Act is continuous during this period.

E6.3 The pattern of hours and days and commencement and cessation times for part-time work will be agreed between the employee and their Member and recorded in the employee's Employment Agreement.

#### **E7 Job Sharing**

E7.1 In this clause *employee* refers to employees other than casual employees.

E7.2 Job sharing arrangements may be introduced by agreement between the Member 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.

E7.3 A full-time employee must request in writing permission to work in a job sharing arrangement. The Member will agree to reasonable requests for regular job sharing arrangements, subject to operational requirements.

E7.4 The pattern of hours for the job sharing arrangement will be agreed between the employee and the Member. However, any single attendance at the office-based worksite will be for not less than three consecutive hours.

E7.5 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.

E7.6 In the event that either employee ceases to participate in the job sharing arrangement, the arrangement will terminate.

## **E8 Home-based Work**

- E8.1 The diverse nature of work conducted in the Assembly 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 Member and the employee. Following consultation with the relevant corporate area, employee initiated requests will be considered, having regard to operational requirements and the suitability of the work.
- E8.3 In determining appropriate home-based work arrangements, Members and employees will consider a range of matters, including:
- (a) appropriate and effective communication with office based employees;
  - (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 Member 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 Member.
- 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 Member.
- E8.7 Home computing facilities may be provided where the need for such facilities is agreed between an employee and the Member. Provision of equipment by the Territory will be subject to workplace health and safety requirements and to an assessment of technical needs by the Member with the assistance of the relevant corporate area.

## **E9 Nursing Mothers**

- E9.1 Employees who are breastfeeding will be provided with the facilities and support necessary to enable such employee to combine a continuation of such breastfeeding with the employee's employment.
- E9.2 Where practicable, the Assembly will establish and maintain a room for nursing mothers. Where there is no room available another appropriate space may be used.
- E9.3 Up to one hour, per day, paid lactation breaks will be available for nursing mothers.

## **E10 Vacation Childcare Payment**

- E10.1 This clause applies to an employee (other than a casual employee or a fixed term employee who has been engaged by the Member 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 relevant corporate area 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 receipted tax invoices.
- E10.2 An accredited school holiday program is a program approved and/or subsidised by a State, Territory or Local Government.
- E10.3 The payment will apply only on the days when the employee is at work.
- E10.4 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.

E10.5 An employee whose domestic partner receives a similar benefit from the partner's employer is not eligible for the payment.

### **E11 Family Care Costs**

E11.1 Where an employee is directed by their Member to work outside the employee's regular pattern of work, the relevant corporate area will authorise reimbursement to the employee by receipted tax invoices for some or all of the costs of additional family care arrangements.

### **E12 Management of Excessive Hours**

E12.1 The Territory 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.

E12.2 Members 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 Member and employee together must review workloads and priorities and determine appropriate strategies to address the situation. In doing so, the Member 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.

E12.3 The relevant corporate areas will consult with the LAMS Consultative Committee (LAMS CC) about the development and implementation of appropriate strategies to deal with issues associated with excessive work hours.

### **E13 Mature Age Employment**

E13.1 The Territory acknowledges the importance of a diverse workforce in the Assembly, including the continuing participation, where mutually convenient, of mature age employees.

E13.2 The Territory 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 aged employees in the ACT public sector and about the possible implications for the Assembly and employees of these strategies and initiatives.

### **E14 Employee Assistance Program**

E14.1 As a benefit to employees, the Territory will provide employees and employees' immediate families with access to an independent, confidential and professional counselling service at no cost to the employee.

### **E15 Childcare Feasibility Study**

E15.1 A study is being undertaken into the feasibility of establishing childcare facilities for use by ACT Government employees and their families. The study is reviewing earlier reports on the subject and is examining data from ACT and Commonwealth sources. The study will 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 were developed in consultation with directorates, employees and the union(s). The study is being managed through the Chief Minister and Cabinet Directorate.

## 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 Member 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 Member 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 Member will consult with the employee to determine mutually convenient alternative arrangements.

### F3 Leave Below One Day

F3.1 Employees with access to TOIL will use 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 Subject to the approval of the Member, on engagement under the LAMS Act, employees with previous Australian parliamentary service may have personal leave credit with that service that is recognised added to the employee's personal leave credit. In order to be recognised for personal leave purposes, the previous service must have been as a staff member of a Member or Senator of an Australian parliament and the previous service must have terminated no more than two months prior to the commencement of employment under the LAMS Act. Previous service for which a payment has, or should have, been made will not be recognised except in relation to relevant qualifying periods. On the employee's normal accrual date, the employee will then receive personal leave in accordance with clause F4.13 or, following the implementation of daily accrual, the employee will receive personal leave in accordance with clause F4.10

F4.7 An employee engaged for a period of greater than twelve months will be credited with an equivalent of 3.6 weeks of personal leave on the day they commence employment with the Territory.

#### Daily Accrual implementation

F4.8 The Assembly will move to daily accrual of personal leave as soon as the HR system can be reconfigured. The relevant corporate area will consult with staff, unions and other employee representatives to facilitate the transition to daily accrual. This consultation will occur prior to the reconfiguration of the HR system.

F4.9 To avoid doubt, following the implementation of daily accrual of personal leave in accordance with clause F4.8; clauses F4.13 and F4.14, will cease to operate and clause F4.6 will operate only as it relates to the daily accrual of personal leave.

F4.10 Despite clause F4.7, from the day of commencement, an employee's personal leave accrues on a daily basis according to the formula set out below:

$(A \times B \times D) / C$  = 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 (i.e. 3.6 weeks).

F4.11 The accrual calculated in clause F4.10 will be credited to the employee progressively on a fortnightly basis.

Until Daily Accrual is Implemented

F4.12 Until daily accrual is implemented the provisions contained in clauses F4.13 to F4.14 will apply.

F4.13 An additional credit of 3.6 weeks personal leave will be made on the anniversary of the employee's commencement during each year of service.

F4.14 The accrual date for personal leave will be deferred by one day for every calendar day of unauthorised absence or leave without pay that does not count for service.

F4.15 A part-time employee will accrue personal leave calculated on a pro-rata basis.

Short-term Employees

F4.16 A fixed-term employee engaged for a period of less than twelve months 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.

F4.17 After twelve months continuous service an employee referred to in clause F4.16 will receive 5.2 weeks of personal leave with pay. For every subsequent twelve months of service the employee will receive personal leave in accordance with clause F4.13.

When Personal Leave Credits Have Been Exhausted

F4.18 Where personal leave credits have been exhausted, the Member 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.

F4.19 Fixed-term 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

Other Provisions

F4.20 An employee in receipt of workers compensation for more than forty-five weeks will accrue personal leave on the basis of hours actually worked.

F4.21 Unused personal leave credit will not be paid out on cessation of employment.

Evidence and Conditions

F4.22 An employee should discuss with their Member, as soon as practicable, their intention to be absent on personal leave.

F4.23 The Member may grant personal leave if they are satisfied there is sufficient cause, having considered any requested or required documentary evidence.

F4.24 The Member 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 employer a certificate.

F4.25 If documentary evidence is not produced when an employee applies for leave, the Member 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.

F4.26 Following the implementation of daily accrual of personal leave, the Member may grant up to three consecutive working days personal leave with pay without documentary evidence, to a maximum of seven working days in a calendar year. Absences for personal leave without documentary evidence in excess of three consecutive days, or seven days in a calendar year are unauthorised and will be without pay.

F4.27 The Member 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.

F4.28 Paid personal leave may be granted up to an employee's available personal leave credit,

- F4.29 Subject to the production of documentary evidence, a Member 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.
- F4.30 The Member must not grant personal leave for an absence caused by the misconduct of the employee. The Member may determine that an absence caused by the misconduct does not count as service for any purpose.
- F4.31 A Member must approve an application for up to five days personal leave applied for in conjunction with a period of bonding leave.
- F4.32 The Member may refer an employee for a medical examination by a nominated registered medical practitioner at any time for reasons including where:
- (a) the Member 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 Member 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.
- F4.33 The Member may require the employee to take personal leave after considering the results of a medical examination requested by the Member.

Rate of Payment

- F4.34 Personal leave will be granted with pay except where it is granted without pay under clauses:
- (a) F4.18; or
  - (b) F4.29.
- F4.35 Subject to the approval of the Member, 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.
- F4.36 Any personal leave with pay taken must be deducted from the employee's credit.

Effect on Other Entitlements

- F4.37 Personal leave with pay will count as service for all purposes.
- F4.38 Personal leave without pay, other than provided for at clause F4.29, will count as service for all purposes.
- F4.39 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.
- F4.40 While personal leave will not be deducted over the Christmas shutdown period, the Christmas shutdown does not break continuity of the 78 weeks under clause F4.29.

Access to Other Leave Entitlements

- F4.41 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) purchased leave; or
  - (c) long service leave; or
  - (d) unpaid maternity leave; or
  - (e) unpaid parental leave; or
  - (f) grandparental leave; and
- who produces a certificate from a registered health professional operating within their scope of practice, may apply for personal leave.
- F4.42 Where an employee is on a form of leave specified in clauses F4.41 and:
- (a) the employee is subsequently granted personal leave in accordance with clause F4.41; 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.
- F4.43 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.

F4.44 If the employee has exhausted all paid personal leave, personal leave without pay cannot be substituted for unpaid maternity leave.

F4.45 If an ill or injured employee exhausts the employee's paid personal leave entitlement and produces documentary evidence, as per clause F4.24, as evidence of continuing personal illness or injury, the employee may apply to the Member for approval to take annual leave or long service leave. If approved, this leave will not break the continuity of the 78 weeks under clause F4.29.

## **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 Member 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 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 Member 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 Member 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 Compassionate Leave**

### Purpose

F7.1 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

F7.2 Compassionate leave is available to all employees.

### Entitlement

F7.3 An employee may be granted compassionate leave from the first day of service.

F7.4 Compassionate leave is non-cumulative.

F7.5 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 Member may grant an additional paid or unpaid period of compassionate leave for this purpose.

F7.6 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 Member may grant an additional paid or unpaid period of compassionate leave for this purpose.

### Evidence and Conditions

F7.7 The employee should discuss with their Member, as soon as practicable, their absence or intention to be absent on compassionate leave.

F7.8 An employee must make an application to the Member to access compassionate leave.

F7.9 The Member may request evidence that would satisfy a reasonable person that an application for compassionate leave is for a purpose specified in clause F7.1.

F7.10 Having met the requirements of this clause, the Member will approve an employee's application to access compassionate leave.

F7.11 If the employee has not provided the evidence requested under clause F7.9 a decision not to approve the leave may be taken in accordance with clause F2.1.

Rate of Payment

F7.12 Compassionate leave will be granted with pay, except for *casual* employees and except where it is granted without pay under clause F7.5 or F7.6.

Effect on Other Entitlements

F7.13 Compassionate leave with pay will count as service for all purposes.

F7.14 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.

F7.15 Compassionate leave that is granted under clause F7.5 is not deducted from an employee's personal leave balance.

F7.16 Compassionate leave that is granted under clause F7.6 is deducted from an employee's personal leave balance.

Access to Other Leave Entitlements

F7.17 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.

**F8 Annual Leave**

Purpose

F8.1 Annual leave is available to employees to enable them to be absent from duty for the purposes of rest and recreation.

Eligibility

F8.2 Annual leave is available to employees other than *casual* employees.

Entitlement

F8.3 An employee may be granted annual leave up to their available credit from the first day of service.

F8.4 Annual leave is cumulative.

F8.5 An employee's annual leave credit accrues on a daily basis according to the formula set out below:

$(A \times B \times D) / C =$  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.

F8.6 For the purpose of clause F8.5 the basic leave entitlement is 147 hours annual leave for each full year worked.

F8.7 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.

F8.8 Employees will receive payment on separation of any unused annual leave entitlement.

Evidence and Conditions

F8.9 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 Member as soon as practicable.

F8.10 An employee must make an application to the Member to access their annual leave entitlement.

F8.11 Having considered the requirements of this clause the Member may approve an employee's application to access annual leave.

F8.12 The Member should approve an employee's application to take annual leave, subject to operational requirements.

- F8.13 If the Member does not approve an employee's application for annual leave because of operational requirements, the Member will consult with the employee to determine a mutually convenient alternative time (or times) for the employee to take the leave.
- F8.14 The Member 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 Member 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 Member's office and the employee.
- F8.15 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.
- F8.16 If the operations of the Assembly are suspended at Christmas or another holiday period, the Member may direct an employee to take annual leave at a time that is convenient to the working of the Assembly, whether or not an application for leave has been made. However, this does not affect any other entitlements to leave under this Agreement.
- F8.17 If an employee has accrued two years worth of annual leave credits and unless exceptional operational circumstances exist, the employee and relevant Member must agree, and implement an annual leave usage plan to ensure the employee's accrued leave credit will not exceed two and a half years worth of annual leave credit.
- F8.18 If an employee does not agree to a reasonable annual leave usage plan the Member 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.
- F8.19 An employee who has an annual leave credit in excess of two and a half years of entitlement:
- (a) at the commencement of the Agreement; or
  - (b) on joining, or returning to, the Assembly; or
  - (c) on returning to duty from compensation leave;
- will have twelve months to reduce the employee's annual leave balance to two and a half years of entitlement or below.
- F8.20 An employee may not be directed under clause F8.18 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 clause F8.18 in the past six months and the application was not approved. The Member and the employee may agree to vary an annual leave usage plan.

#### Rate of Payment

- F8.21 Annual leave will be granted with pay.
- F8.22 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.
- F8.23 Payment for annual leave under clauses F8.8 will be calculated using the employee's final rate of pay, including allowances that would have been included during annual leave.
- F8.24 Annual leave may be granted at half pay with credits to be deducted on the same basis.

#### Effect on Other Entitlements

- F8.25 Annual leave will count as service for all purposes.
- F8.26 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

- F8.27 If personal leave is granted to the employee while on annual leave, the annual leave will be re-credited for the period of paid personal leave granted.
- F8.28 Subject to the approval of the Member, an employee who is on unpaid leave may be granted annual leave during that period, unless otherwise stated in this Agreement.

F8.29 If an employee is prevented from attending for duty under the *Public Health Act 1997*, the Member may grant annual leave during that period.

Payment in Lieu of Annual Leave

F8.30 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 Member with a written election to do so;
- (b) the Member, in consultation with the relevant corporate area, 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.

F8.31 An employee may only cash out annual leave in accordance with clause F8.30 once during each twelve-month period.

F8.32 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.

**F9 Annual Leave Loading**

Purpose

F9.1 Annual leave loading is available to employees to provide monetary assistance while they are on annual leave.

Eligibility

F9.2 Employees who accrue annual leave under clause F8 are entitled to an annual leave loading. Part time employees will be paid the annual leave loading on a pro rata basis.

Entitlement

F9.3 Where an employee's entitlement is based on clause F9.7, 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.

F9.4 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

F9.5 Eligible employees may elect to be paid the annual leave loading accrued by fortnightly instalments, or by lump sum payment at such a time as the employee nominates, by making a written request to the relevant corporate area.

F9.6 Any unpaid annual leave loading accrued by employees will be paid on the first payday in December following its accrual.

Rate of Payment

F9.7 The amount of an employee's entitlement under clause F9.2 will, subject to clause F9.3, be based on seventeen and a half 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.

**F10 Purchased Leave**

Purpose

F10.1 Purchased leave is available to employees to enable them to be absent from duty to support their work/life balance.

Eligibility

F10.2 Employees, other than casual employees, are eligible to apply to purchase leave.

Entitlement

F10.3 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 the Member's approval.

F10.4 An employee may apply, at any time, to the Member for approval to participate in the purchased leave scheme.

- F10.5 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.
- F10.6 Approval by the Member 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.
- F10.7 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.
- F10.8 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 Member agrees; or
  - (b) the employee's employment ceases before the expiration of the agreed acquittal period; or
  - (c) the employee proceeds on paid maternity or primary care giver leave.
- F10.9 If an employee who is participating in the scheme moves from one Member's office to another Member's office during the agreed acquittal period, the employee's continuation in the purchased leave scheme will be subject to the separate approval of the gaining Member. 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 payments will be deducted from monies owing to the employee.

Evidence and Conditions

- F10.10 An employee should discuss with their Member, as soon practicable, their intention to be absent on purchased leave.
- F10.11 An employee must make an application to the Member to access their purchased leave entitlement.
- F10.12 Having considered the requirements of this clause the Member may approve an employee's application to access purchased leave. A decision not to approve the leave must be made in accordance with clause F2.1.
- F10.13 Approval by the Member 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.
- F10.14 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 Member is satisfied, on evidence presented, there are exceptional circumstances which warrant purchased leave being taken in shorter periods.
- F10.15 Purchased leave must be used within the agreed acquittal period, not exceeding twelve months from the date of commencement in the scheme or the expiry of the employee's current Employment Agreement, whichever occurs first. 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 or expiry of the employee's current Employment Agreement.

Rate of Payment

- F10.16 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.
- F10.17 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 or the expiry of the employee's current Employment Agreement, whichever occurs first.
- F10.18 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.
- F10.19 Despite F10.18, if the employee's pay changes during the acquittal period the employee may seek approval for the deduction to be recalculated.
- F10.20 Fortnightly tax deductions will be calculated on the employee's gross pay after the deduction has been made for purchased leave.

F10.21 Subject to clause F10.22, allowances in the nature of pay may be included in the calculation of purchased leave payments where:

- (a) advised appropriate by the relevant corporate area, and the employee agrees; and
- (b) there is the likelihood the allowance will continue to be received over the duration of the acquittal period.

F10.22 The LAMS Allowance cannot be included for the purposes of calculating purchased leave payments.

Effect on Other Entitlements

F10.23 Leave taken as purchased leave will count as service for all purposes.

F10.24 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.

F10.25 Purchased leave will not affect the accrual of other forms of leave, such as personal leave, annual leave or long service leave.

F10.26 The purchase of additional leave under this clause will not affect the superannuation obligations of the employer and/or the employee involved.

Access to Other leave Entitlements

F10.27 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.

F10.28 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 clause F10.29, remain in the scheme and have pay deductions continue during the period of paid maternity or primary care giver's leave.

F10.29 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.

F10.30 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.

## **F11 Long Service Leave**

F11.1 The eligibility requirements and entitlements for long service leave under the PSM Standards apply subject to the provisions of this clause.

F11.2 An employee may elect to receive an annual allowance calculated at two and a half percent of the employee's annual salary instead of the accrual of long service leave. If an employee elects to receive an annual allowance instead of long service leave the entitlement to accrue long service leave is forgone during the employee's period of employment.

F11.3 An employee who makes no election under clause F11.2 will accrue long service leave in accordance with the PSM Standards.

F11.4 The Member may grant long service leave to an employee who accrues long service leave to the extent of that employee's pro-rata long service leave credits after seven years eligible service.

F11.5 Members and employees accept mutual responsibility to encourage utilisation of long service leave and accordingly have agreed to the following provisions:

- (a) employees may be granted leave in blocks of not less than seven calendar days if the employees so request; and
- (b) long service leave may be taken on double, full or half pay when approved by the Member and subject to operational requirements, with credits to be deducted on the same basis.

F11.6 An employee who accrues long service leave under clause F11.3, whose employment under the LAMS Act ceases otherwise than because of the employee's death, will receive payment for any pro-rata entitlement, provided the employee has completed not less than one year of full or part time employment under the LAMS Act, including any recognised Australian parliamentary service.

F11.7 If an employee whose period of employment is not less than one year dies, the approving authority 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 Part 4.3 of the PSM Standards 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.

## **F12 Maternity Leave**

### Purpose

F12.1 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

F12.2 An employee who is pregnant is eligible to be absent on maternity leave.

F12.3 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 for Paid Maternity Leave

F12.4 An employee who is eligible for maternity leave and who has completed twelve months of service, including recognised prior service, is eligible to paid maternity leave.

F12.5 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.

F12.6 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

F12.7 An eligible employee is entitled to be absent for up to fifty two weeks maternity leave for each pregnancy.

F12.8 Subject to clause F12.4, an employee who is eligible for paid maternity leave is entitled to be paid for the first eighteen weeks of maternity leave and this entitlement is in addition to the Federal paid parental leave scheme.

F12.9 Maternity leave is non-cumulative.

F12.10 Subject to clauses F12.12 and F12.13, 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.

F12.11 An eligible employee's period of maternity leave will commence:

- (a) subject to clause F12.12, six weeks prior to the expected date of birth of the child; or
- (b) on the birth of the child (including where this occurs earlier than six weeks prior to the expected date of birth of the child); or
- (c) on the date the pregnancy ends if that occurs within twenty weeks (either side) of the expected date of birth of the child; or
- (d) for all other eligible employees, on the first day of paid maternity leave.

F12.12 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 Member.

F12.13 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 Member.

F12.14 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 Member.

F12.15 An employee is entitled to return to work in accordance with the provisions in the National Employment Standards of the FW Act.

Evidence and Conditions

F12.16 An employee must give notice to their Member as soon as practicable of their intention to be absent on maternity leave.

F12.17 Maternity leave is deemed to be approved; however an employee must submit an application to the Member for any period of maternity leave. Having considered the requirements of this clause the Member will approve an employee's application to access maternity leave.

F12.18 Prior to commencing maternity leave an employee will provide the Member with evidence of her pregnancy and the expected date of birth from a registered health professional who is operating within their scope of practice.

F12.19 As soon as possible after the birth of the child an employee will provide the Member 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

F12.20 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.

F12.21 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.

F12.22 The Member 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.

F12.23 A period of paid maternity leave does not extend the maximum fifty two week period of maternity leave available to an eligible employee.

F12.24 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

F12.25 Maternity leave with pay will count as service for all purposes.

F12.26 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.

F12.27 Subject to clause F12.26 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.

F12.28 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.

Effect on Other Leave Entitlements

F12.29 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.

F12.30 Subject to clause F4.41, 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

F12.31 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.).

F12.32 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.

F12.33 For the purpose of clause F12.31, a medical certificate is not required.

**F13 Special Maternity Leave**

Purpose

F13.1 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 clauses F12.3 and F12.4.

Eligibility

F13.2 Special maternity leave is available to all employees and eligible casual employees.

Entitlement

F13.3 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

F13.4 The employee must provide the Member 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.

F13.5 An employee must submit an application to the Member for any period of special maternity leave. Having considered the requirements of this clause the Member will approve an employee's application to access special maternity leave.

F13.6 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

F13.7 Special maternity leave is granted without pay.

Effect on Other Entitlements

F13.8 Special maternity leave does not count as service for any purpose.

F13.9 Special maternity leave does not break continuity of service.

F13.10 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

F13.11 Special maternity leave is in addition to any accrued personal leave entitlement.

F13.12 Special maternity leave is in addition to compassionate leave.

## F14 Primary Care Giver Leave

### Purpose

- F14.1 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

- F14.2 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.
- F14.3 An employee who has completed at least twelve months service, including recognised prior service, is eligible for primary care giver leave.
- F14.4 An employee who is eligible for paid maternity leave is not eligible for primary care giver leave.
- F14.5 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

- F14.6 An eligible employee is entitled to eighteen weeks of paid leave in relation to each birth, adoption or care and protection order.
- F14.7 Primary care giver leave is non-cumulative.
- F14.8 An employee is entitled to return to work in accordance with the provisions in the National Employment Standards of the FW Act.

### Evidence and Conditions

- F14.9 An employee should discuss with their Member, as soon practicable, their intention to be absent on primary care giver leave.
- F14.10 An employee must make an application to the Member to access their primary care giver leave.
- F14.11 The employee must provide the Member 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.
- F14.12 In all cases details of leave being taken by the employee's domestic partner must be provided.
- F14.13 Before granting primary care giver leave, the Member 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.
- F14.14 For the purposes of this clause a newborn is considered to be a baby of up to fourteen weeks old. In extenuating circumstances, the Member 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.
- F14.15 Having considered the requirements of this clause the Member will approve an employee's application to access primary care giver leave.

F14.16 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.

F14.17 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

F14.18 Primary care giver leave will be granted with pay.

F14.19 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.

F14.20 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

F14.21 Primary care giver leave will count as service for all purposes.

F14.22 Public holidays for which the employee would otherwise have been entitled to payment that fall during periods of absence on primary care giver leave will not be paid as a normal public holiday.

Access to Other leave Entitlements

F14.23 Primary care giver leave does not extend the maximum period of unpaid parental leave available to an employee.

Keep in Touch Arrangements

F14.24 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.).

F14.25 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.

**F15 Parental Leave**

Purpose

F15.1 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

F15.2 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

F15.3 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, provided the employee's employment under the LAMS Act is continuous during this period. At the end of this time the employee is entitled to return to work in accordance with the provisions in the National Employment Standards of the FW Act.

F15.4 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 the employee's employment under the LAMS Act is continuous during this period.

Evidence and Conditions

F15.5 An employee should discuss with their Member, as soon as practicable, their intention to be absent on parental leave.

F15.6 An employee must make an application to the Member to access their unpaid parental leave entitlement.

F15.7 Having considered the requirements of this clause the Member will approve an employee's application to access parental leave.

F15.8 The employee must provide the Member 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.

F15.9 The Member will not grant parental leave if the employee's domestic partner is on parental leave and is an employee of the Territory.

Rate of Payment

F15.10 Parental leave will be granted without pay.

Effect on Other Entitlements

F15.11 Parental leave does not count as service for any purpose.

F15.12 Parental leave does not break continuity of service.

F15.13 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

F15.14 An employee on parental leave may access annual and long service leave on full or half pay to the extent of available entitlements.

F15.15 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

F15.16 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 under clause F12.31 or F 14.24.

F15.17 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.

**F16 Grandparental Leave**

Purpose

F16.1 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

F16.2 Grandparental leave is available to employees other than casual employees and employees on probation.

F16.3 To be eligible for grandparental leave, the baby or child whom 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

F16.4 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.

F16.5 Grandparental leave is available up until the fifth birthday of the grandchild for whom the employee is the primary care giver.

F16.6 Grandparental leave is non-cumulative.

F16.7 The length of a period of absence on grandparental leave must be agreed between the eligible employee and the Member.

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.

F16.8 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 clause F16.4 and F16.10.

#### Evidence and Conditions

F16.9 An employee should discuss with their Member, as soon as practicable, their intention to be absent on grandparental leave.

F16.10 An employee must make an application to the Member to access their grandparental leave entitlement, and must include details of the period, or expected period, of the absence.

F16.11 Having considered the requirements of this clause the Member may approve an employee's application to access grandparental leave. A decision not to approve the leave will be taken in accordance with clause F2.1.

F16.12 The Member should not approve an application for grandparental leave where an employee has an annual leave balance in excess of eight weeks.

F16.13 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.

F16.14 If both grandparents are employees of the Territory either grandparent may be granted leave but the leave may not be taken concurrently

#### Rate of Payment

F16.15 Grandparental leave will be granted without pay.

#### Effect on Other Entitlements

F16.16 Employees cannot engage in outside employment during a period of grandparental leave without the prior approval of the Member.

F16.17 Grandparental leave will count as service for all purposes except the accrual of annual leave and personal leave.

F16.18 Grandparental leave will not break continuity of service.

F16.19 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

F16.20 An employee on grandparental leave may access annual leave, purchased leave or long service leave.

F16.21 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.

### **F17 Bonding Leave**

#### Purpose

F17.1 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

F17.2 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.

F17.3 An employee who is eligible for paid maternity leave or primary care giver leave is not entitled to bonding leave.

F17.4 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

F17.5 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 clause F4.31.

F17.6 Bonding leave is non-cumulative.

F17.7 Bonding leave must be taken as a single ten day block. The five days of personal leave accessed as per clause F4.31 may be taken at any time up to fourteen weeks from the date of the birth, adoption or care and protection order.

F17.8 Where an employee's domestic partner is also an employee of the Territory this leave may be taken concurrently with the domestic partner receiving maternity or primary caregiver leave.

Evidence and Conditions

F17.9 An employee should discuss with their Member, as soon as practicable, their intention to be absent on bonding leave.

F17.10 Bonding leave will be approved subject only to the Member being satisfied that the eligibility requirements have been met; however an employee must submit an application to the Member for any period of bonding leave.

F17.11 The employee must provide the Member 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.

F17.12 Unless the Member 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

F17.13 Bonding leave will be granted with pay.

F17.14 The rate of payment to be paid to the employee during a period of bonding leave is the same rate as would be paid if the employee was granted personal leave.

Effect on Other Entitlements

F17.15 Bonding leave will count as service for all purposes.

F17.16 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.

**F18 Community Service Leave**

Purpose

F18.1 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

F18.2 Community service leave for jury service is available to all employees.

#### Entitlement

F18.3 Community service leave for jury service is non-cumulative.

#### Evidence and Conditions

F18.4 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.

F18.5 The employee should discuss with their Member their intention to be absent on community service leave for jury service.

#### Rate of Payment

F18.6 Community service leave for jury service will be granted with pay to employees other than casual employees.

F18.7 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

F18.8 Community service leave for jury service will count as service for all purposes.

F18.9 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

F18.10 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.

F18.11 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

F18.12 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.

F18.13 Eligible employees, other than casual employees, are eligible for up to four days paid community service leave for voluntary emergency management per emergency.

F18.14 Community service leave for voluntary emergency management is non-cumulative.

#### Evidence and Conditions

F18.15 An employee should discuss their intention to be absent on paid or unpaid community service for voluntary emergency management with their Member as soon as practicable, which may be at a time after the absence has started. The employee must advise the Member of the period, or expected period, of the absence.

F18.16 An employee must make an application to the Member to access their paid community service leave for voluntary emergency management entitlement.

F18.17 The employee must, if requested by the Member, provide sufficient documentary evidence of the reason for the absence.

F18.18 The Member 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.

F18.19 Having considered the requirements of this clause the Member 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 clause F2.1.

Rate of Payment

F18.20 Where paid leave is granted for community service leave for voluntary emergency management, it is paid at the employee's ordinary hourly rate of pay.

Effect on Other Entitlements

F18.21 A period of approved community service leave for voluntary emergency management will count as service for all purposes.

F18.22 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

F18.23 Additional paid leave may be approved by the Member 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

F18.24 Community service leave for voluntary community service is available to all employees.

Entitlement

F18.25 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.

F18.26 Community service leave for voluntary community service is non-cumulative.

F18.27 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

F18.28 An employee should discuss their intention to be absent on community service leave for voluntary community service, as soon as practicable, with their Member.

F18.29 An employee must make an application to the Member to access their community service leave for voluntary community service entitlement.

F18.30 The Member may request sufficient documentary evidence of the reason for the absence.

F18.31 In considering an application from an employee for paid leave to engage in a voluntary community service activity, the Member must consider whether:

- (a) the activity is a recognised voluntary activity; and
- (b) the community organisation or project is an acceptable organisation or project; and
- (c) there is a risk the activity would place the employee in a real or perceived conflict of interest.

F18.32 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.

F18.33 Having considered the requirements of this clause the Member may approve an employee's application to access paid or unpaid community service leave for voluntary community service.

F18.34 A decision not to approve the leave must be made in accordance with clause F2.1.

Rate of Payment

F18.35 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

F18.36 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.

F18.37 Where the Member 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.

F18.38 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

F18.39 Leave granted under this provision may be taken in combination with approved annual or long service leave.

**F19 Other Leave**

Purpose

F19.1 Other leave is available to employees to enable them to be absent from duty for a variety of purposes.

F19.2 Other leave may be granted in the interests of:

- (a) the Assembly, 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

F19.3 An employee who meets the eligibility requirements specified in Annex D is eligible to that form of other leave.

Entitlement

F19.4 An employee may, subject to clause F19.8, be granted other leave to the maximum period set out in Annex D.

Evidence and Conditions

F19.5 An employee should discuss with their Member, 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.

F19.6 An employee must make an application to the Member to access a form of other leave.

F19.7 Having considered the requirements of this clause the Member may approve an employee's application to access a form of other leave. A decision not to approve the leave must be made in accordance with clause F2.1.

F19.8 Any period of leave approved under this clause must not extend beyond the life of the current Assembly or the expiry date of an employee's Employment Agreement.

F19.9 The employee must, if requested by the Member, provide sufficient documentary evidence supporting the reason for the absence.

F19.10 When considering requests for other leave, the Member 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

F19.11 Other leave may be granted with or without pay in accordance with Annex D.

Effect on Other Entitlements

F19.12 A period of other leave will count as service in accordance with Annex D.

F19.13 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

F19.14 Leave will not be granted under this provision if another form of leave is more appropriate.

## **F20 Operational Service Personal Leave**

### Interpretation

F20.1 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

F20.2 Operational service personal leave enables 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

F20.3 An employee, other than a casual employee, who has rendered operational service is eligible for operational service personal leave.

### Entitlement

F20.4 Operational service personal leave is cumulative and is additional to personal leave entitlements contained in clause F4.

F20.5 On engagement, an eligible employee is entitled to nine days operational service personal leave.

F20.6 An eligible employee is entitled to receive an additional credit of three days operational service personal leave:

- (a) 12 months after the date of engagement; and
- (b) 24 months after the date of engagement; and
- (c) 36 months after the date of engagement.

F20.7 The maximum operational service personal leave balance that an eligible employee may have is eighteen days.

F20.8 Where operational service personal leave credits have been exhausted, the Member may grant an employee personal leave or a period of unpaid operational service personal leave.

### Evidence and Conditions

F20.9 An eligible employee should discuss with their Member, as soon as practicable, their absence or intention to be absent on operational service personal leave.

F20.10 An eligible employee must make an application to the Member to access their operational service personal leave entitlement.

F20.11 Having considered the requirements of this clause the Member may approve an eligible employee's application to access operational service personal leave. A decision not to approve the leave will be taken in accordance with clause F2.1.

F20.12 Operational service personal leave may be granted by the Member:

- (a) to cover absences resulting from war-caused injury or diseases; and
- (b) following a written request from an eligible 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 war-caused injury or disease in accordance with the requirements of the *Veterans' Entitlement Act 1986* (Commonwealth).

### Rate of Payment

F20.13 Operational service personal leave will be granted with pay except where it is granted without pay under clause F20.8.

F20.14 The rate of payment to be paid to the employee during a period of operational service personal leave is the same rate as would be paid if the employee was granted personal leave, except where it is granted without pay.

### Effect on Other Entitlements

F20.15 Operational service personal leave with pay will count as service for all purposes.

F20.16 Operational service personal leave without pay will not count as service.

## **F21 Public Holidays**

### Eligibility

F21.1 Public holidays are available to employees other than *casual* employees.

### Entitlement

F21.2 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 second 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 second Monday in June (the day for the observance of the anniversary of the birthday of the Sovereign);
- (i) Family and Community Day;
- (j) the first 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 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 public holiday by the Commissioner for Public Administration.

### Rate of Payment

F21.3 A public holiday is granted with pay.

F21.4 A part time employee whose regular part time hours do not fall on a public holiday will not be paid for that public holiday.

F21.5 An employee will not be paid for a public holiday which occurs during a period of leave without pay.

F21.6 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.

F21.7 An employee who is required by the Member to work 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 one hundred and fifty percent of the employee's ordinary hourly rate of pay.

### Effect on Other Entitlements

F21.8 Subject to clause F21.9, public holidays count as service for all purposes.

F21.9 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.

## **F22 Christmas Shutdown**

### Purpose

F22.1 Christmas shutdown is provided for operational efficiency and the wellbeing of employees.

### Eligibility

F22.2 Christmas shutdown is available to employees other than casual employees.

### Entitlement

F22.3 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.

F22.4 Only those employees who are directed to work during this period may attend for work over the Christmas shutdown period.

- F22.5 Employees who are directed to work 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 Member; 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.

F22.6 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

F22.7 Christmas shutdown leave is granted with pay.

Effect on Other Entitlements

F22.8 Christmas shutdown leave counts as service for all purposes.

F22.9 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.

## **SECTION G – PERFORMANCE CULTURE**

### **G1 Developing Our People**

- G1.1 This Agreement supports a performance culture that promotes ethical workplace conduct and rewards employees for their contribution towards the achievement of objectives.
- G1.2 It is acknowledged that performance management is important to employee development and to ensuring the relationship between Members', team and individual responsibilities are aligned to individual, team and organisational objectives.
- G1.3 Any performance management schemes will not include performance pay and will not be used for disciplinary purposes.

### **G2 Attendance at Courses and Seminars**

- G2.1 Responsibility for identifying and attending relevant courses and seminars rests with employees, subject to the prior approval of the employing Member. Overall funding for training will be subject to the available budget.
- G2.2 Training may be available to employees in areas including, but not limited to, communications, office management, constituent management, and electorate business.
- G2.3 Computer systems training is available to all employees as necessary including, but not limited to, word processing, spreadsheets, information management, database management, graphics and internet based training.
- G2.4 Professional development may be available, with the agreement of the employing Member, and may include attendance at work-related professional development courses, seminars, workshops or conferences within Australia.
- G2.5 Studies assistance may be available for study at educational institutions in courses that are considered to be relevant to the employee's employment, in accordance with guidelines issued by the relevant corporate area.

#### ***Attendance at Industrial Relations Courses and Seminars***

- G2.6 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 granting 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 the LAMS Allowance or overtime; and
  - (d) each employee will not be granted more than fifteen days leave in any calendar year.
- G2.7 If the employee has applied for leave under clause G2.6 and the application was rejected because of operational requirements, approval of any subsequent application for leave by the employee under clause G2.6 will not be withheld unreasonably, provided that the employee gives the Member at least fourteen days notice in writing.
- G2.8 Courses to which clause G2.6 applies include 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).
- G2.9 Leave granted for this purpose will count as service for all purposes.

## SECTION H – WORKPLACE BEHAVIOURS

### H1 Introduction

- H1.1 Members and employees have a common interest in ensuring that workplace behaviours are consistent with, and apply, the obligations set out in the employee's Employment Agreement.
- H1.2 This involves the development of an ethical and safe workplace in which Members and employees act responsibly and are accountable for their actions and decisions.
- H1.3 The following provisions of section H contain procedures for managing workplace behaviours, including the management of cases of unsatisfactory work performance and misconduct.
- H1.4 These procedures must be applied in accordance with the principles of natural justice and procedural fairness.
- H1.5 In cases where an allegation of misconduct or underperformance is made, the Member will initiate a process (the evidence gathering process) to determine whether there is sufficient evidence to support the allegation. Following this process the Member 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 H2, or investigation under disciplinary processes, clause H7.
- H1.6 The Member will inform the employee of the allegations when a process is commenced under clause H1.5, unless it is inappropriate to do so.
- H1.7 Any misconduct and discipline, underperformance or internal review process under the previous enterprise agreement (being the *ACT Legislative Assembly Members' Staff Enterprise Agreement 2010-2011*) that is not completed as at the date of commencement of this enterprise agreement will be completed under the previous enterprise agreement. Any right of review from that process will also be set out in the previous enterprise agreement.

### H2 Underperformance

- H2.1 Under this clause, procedures are established for managing under-performance by an employee.
- H2.2 This clause applies to all employees, except casual employees. In applying these procedures to fixed term employees who have been engaged for a continuous unbroken period of less than two years, the Member may determine that procedures and practices throughout clause H2 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.
- H2.3 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.
- H2.4 Consistent with good management practice, concerns about unsatisfactory work performance should be raised by the Member with the employee at the time that the concerns arise. The Member should offer advice and support to the employee to overcome these concerns. The Member should inform the employee that the following procedures might be invoked if the work performance continues to be unsatisfactory.
- H2.5 These procedures must be applied in accordance with the principles of natural justice and procedural fairness.
- H2.6 In order to ensure that these procedures operate in a fair and transparent manner, the Member 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.
- H2.7 The Member must adhere to record keeping and record disposal requirements of the TR Act and the associated Territory Administrative Records Disposal Schedule, where relevant.

Step One

- H2.8 Where a Member considers that an employee's work performance is not satisfactory and the Member has previously discussed concerns about the employee's performance with the employee and the problem continues or recurs, the Member will inform the employee in writing of this assessment and the reasons for it. The employee will be invited by the Member to provide the Member with written comments on this advice, including any reasons that may have contributed to the recent standard of work performance of the employee.
- H2.9 After taking into account the comments from the employee, the Member will inform the employee in writing of:
- (a) the expected standard of work required of the employee on an on-going basis;
  - (b) any training and development the employee should undertake, if relevant;
  - (c) the potential implications if the employee does not meet the expected standard; and
  - (d) an assessment process and period during which a further review of the employee's work performance will be conducted-
- H2.10 The Member will invite the employee to have a union or other employee representative to be present at discussions and allow reasonable opportunity for this to be arranged.

Step Two

- H2.11 If at the end of the review period, the Member assesses the work performance of the employee as satisfactory, no further action will be taken under these procedures. The Member will inform the employee in writing of this conclusion.
- H2.12 If at the end of the review period, the Member assesses the work performance of the employee as not satisfactory, the Member will advise the employee in writing:
- (a) of the assessment and reasons for the Member's assessment;
  - (b) of the action or actions (under-performance action) proposed to be taken; and
  - (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).
- H2.13 After considering any response from the employee, the Member may decide to take one or more of the following under-performance actions under these procedures:
- (a) alter the employee's duties;
  - (b) reduce the employee's incremental pay point;
  - (c) reduce, temporarily or permanently, the employee's classification and pay; or
  - (d) terminate the employee's employment.
- H2.14 The Member will inform the employee in writing of this decision made under clause H2.13 and the review mechanisms available under this Agreement.
- H2.15 At any time after seven calendar days from the date the Member advised the employee under clause H2.12, the Member may take one or more of the under-performance actions outlined in the information provided to the employee under clause H2.12.

**H3 Review Rights**

- H3.1 The employee has the right under Section I to seek a review of any under-performance action taken under clause H2.15, except action to terminate the employee's employment.
- H3.2 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.

**H4 Misconduct and Discipline**

Objectives and Application

- H4.1 This clause establishes procedures for managing misconduct or alleged misconduct by an employee.
- H4.2 This clause applies to all employees except casual employees. In applying these procedures to probationary employees, or to fixed term employees who have been engaged for a continuous unbroken period of less than two years, the Member may determine that procedures and practices throughout clauses H4 to H10 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.
- H4.3 The objective of these procedures is to encourage the practical and expeditious resolution of misconduct issues in the workplace.
- H4.4 These procedures must be applied in accordance with the principles of natural justice and procedural fairness.

What is Misconduct

H4.5 For purposes of this section, misconduct consists of any of the following:

- (a) the employee fails to meet the obligations set out in the employee's Employment Agreement (this may include bullying and harassment or discrimination);
- (b) the employee engages in conduct that has brought, or is likely to bring, the Assembly or Territory 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 Assembly and/or of the Member;
- (e) the employee fails to notify the Member of criminal charges in accordance with clause H10 and the employee's Employment Agreement.

**H5 Allegations of Misconduct**

H5.1 Where misconduct is alleged, the Member will inform the employee of the allegation unless it is inappropriate to do so. The Member may immediately re-allocate duties away from the employee or suspend the employee with pay while the alleged misconduct is investigated. The Member may suspend an employee without pay where serious misconduct is alleged against the employee.

H5.2 In deciding whether misconduct is or might be serious misconduct for the purposes of clause H5.1, the Member will have regard to the kinds of conduct described as 'serious misconduct' in the FW Regulations.

H5.3 If, after conducting the evidence gathering process, the Member is of the opinion that the alleged misconduct has not occurred or is not sufficiently serious to warrant an investigation, the Member will inform the employee/s concerned that no discipline action will be taken and an investigation is not necessary.

H5.4 If, after conducting the evidence gathering process, the Member is of the opinion that the alleged misconduct has occurred but the matter is likely to be resolved informally, the Member 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 Member may also choose to organise mediation between relevant persons.

**H6 Suspension**

H6.1 Subject to these procedures, the Member may suspend an employee with pay or without pay where the Member is satisfied that it is in the public interest, the Member's interests or the interests of the Assembly that the employee be suspended while the alleged misconduct is investigated. Suspension without pay will generally only apply where serious misconduct is alleged.

H6.2 The Member 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 Member may suspend an employee first and then give the employee the reasons for the suspension and an opportunity to be heard, where, in the Member's opinion, this is appropriate in the circumstances.

H6.3 Whilst suspended with pay an employee will be paid:

- (a) the employee's ordinary hourly rate of pay that would have been paid to the employee for the period they would otherwise have been on duty; and
- (b) any other allowance or payment of a regular or on-going nature that is not conditional on performance of duties.

H6.4 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 Member for permission to seek alternate employment 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 Member for the suspension to be with pay on the grounds of demonstrated hardship.

H6.5 The suspension will be reviewed every thirty days unless exceptional circumstances apply.

- H6.6 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.
- H6.7 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 Member determines otherwise.

### **H7 Investigating Allegations of Misconduct**

- H7.1 If, after conducting the evidence gathering process, the Member is of the opinion that the alleged misconduct cannot be resolved informally in accordance with clause H5.4, the Member 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.
- H7.2 No investigation is necessary where the employee fully admits to the alleged misconduct and the employee agrees that there is no need for an investigation. In such cases, the Member may determine the appropriate discipline action in accordance with clause H8.
- H7.3 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 in the record and provide comments before signing the record. If the employee elects not to sign the record, then details of the offer will be noted.
- H7.4 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 Member.
- H7.5 After considering the report from the investigating officer, the Member will make a determination on the balance of probabilities as to whether misconduct has occurred.
- H7.6 If the Member determines that the allegations are unsubstantiated the Member will notify the employee of this finding in writing and advise that no discipline action will be taken under these procedures.

### **H8 Discipline Action**

- H8.1 Subject to clause H4.4, in cases where serious misconduct is found to have occurred, the Member may immediately terminate the employee's employment without giving the employee five working days within which to respond to the proposed discipline action under clause H8.4 (d).
- H8.2 In circumstances where the Member, following an investigation or full admission by the employee as per clause H7.2, determines misconduct has occurred, and the Member 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) altering the employee's duties (at or below current pay); or
  - (f) terminating the employee's employment.

For the purposes of clause H8.2 (d) financial penalties are:

- i. reducing the employees increment level;
- ii. temporarily or permanently reducing the employee's classification/pay; and
- iii. imposing a fine.

- H8.3 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 Member, or of the Assembly;
  - (c) the circumstances of the misconduct;
  - (d) any mitigating factors, including any full admission of guilt; and
  - (e) the previous employment history and the general conduct of the employee.
- H8.4 Before taking discipline action, the Member 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).
- H8.5 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 clause H8.4 (d) has lapsed, the Member may take disciplinary action. The Member 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 review mechanisms that are available under this Agreement.

## **H9 Counselling**

- H9.1 Counselling may also occur outside of the disciplinary/misconduct provisions.
- H9.2 In cases where the Member considers formal counselling to be the appropriate discipline action, the Member 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.
- H9.3 A record will be made and provided to the employee and the employee given an opportunity to correct any inaccuracies in the record 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.
- H9.4 The Member 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.
- H9.5 Where the Member considers that the employee's conduct has not improved following formal counselling given in accordance with clause H9.2, one or more of the discipline actions set out in clause H8.2 may be taken in relation to the employee, subject to the requirements of clause H4.4.

## **H10 Criminal Charges**

- H10.1 An employee must advise the Member in writing of any criminal charges laid against the employee where the employee has reasonable grounds for believing that the interests of the Member or of the Assembly may be adversely affected, taking into account:
- (a) the circumstances and seriousness of the alleged criminal offence; and
  - (b) the employee's obligations under the employee's Employment Agreement; and
  - (c) the effective management of the employee's work area; and
  - (d) the integrity and good reputation of the Member and the Assembly; and
  - (e) the relevance of the offence to the employee's duties.
- H10.2 Where criminal charges are laid against an employee and the interests of the Member or of the Assembly may be adversely affected, the Member may suspend the employee in accordance with the suspension arrangements under clause H6.
- H10.3 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 Member within seven calendar days of the conviction or the finding.
- H10.4 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 Member or the Assembly, the Member may take discipline action against the employee in accordance with clause H8.

**H11 Right of Review**

H11.1 An employee has the right under Section I to seek a review of any discipline action taken under clause H8, or against any decision taken under clause H6 to suspend the employee without pay, except action to terminate the employee's employment.

H11.2 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.

## SECTION I – INTERNAL REVIEW PROCEDURES

### I1 Objectives and Application

- 11.1 Under this section, procedures are established for employees to seek a review of management actions that affect them.
- 11.2 These procedures must be applied in accordance with the principles of natural justice and procedural fairness.
- 11.3 These procedures apply to all employees covered by this Agreement.
- 11.4 For the purposes of this section, an action includes a decision and a refusal or failure to make a decision.
- 11.5 The power(s)/function(s) of the Chief Minister under this Section can only be delegated in regard to procedural matters.

### I2 Decisions and Actions Excluded

- 12.1 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 Government and the Assembly (see clause J1 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 employment of an employee on probation;
  - (f) decisions on the classification of an employee (see clause D2 of this Agreement for reviews on classifications);
  - (g) 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 LAMS Act, or under Determinations or Directions made under the LAMS Act.

### I3 Initiating a Review

- 13.1 Unless it would not be appropriate, an employee should first discuss their concerns about an action or decision with the relevant Member with a view to resolving the matter within the workplace before initiating a review under these procedures.
- 13.2 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.
- 13.3 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 Minister 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 Minister's Powers and Responsibilities

- 14.1 Where appropriate, and agreed by the relevant Member and the employee who made the application under clause I3, or the employee's union or other employee representative, the Chief Minister must consider mediation as an option before arranging for a full investigation under clause I4.3. The mediator will be agreed between the employee and the Member.
- 14.2 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 Member.
- 14.3 Subject to clauses I4.1 and I4.2, the Chief Minister must arrange for an application made under clause I3 to be investigated by an independent person (the nominee).

- 14.4 The Chief Minister may determine the process under which an application is reviewed, subject to the principles set out in clause I4.5.
- 14.5 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.
- 14.6 The nominee may recommend to the Chief Minister 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 clause 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;
    - ii. is misconceived or lacks substance; or
    - iii. should not be heard for some other compelling reason.
- 14.7 The Chief Minister must either confirm a recommendation made by the nominee under clause I4.6 that an application should not be considered or arrange for another nominee to consider the application.
- 14.8 The Chief Minister will inform the employee in writing, within fourteen days of the date of any decision under clause I4.7, including, the reasons for any decision not to consider the application.
- 14.9 If the nominee does not make a recommendation under clause I4.6, then that person must investigate the application. The nominee will then, subject to clause I4.14, make a written report to the Chief Minister containing recommendations on whether the action that led to the application should be confirmed or varied or that other action is taken. A copy of this report will be provided at the same time to the applicant.
- 14.10 Where the Chief Minister under clause I4.7 refers an application for review to another nominee, that nominee must investigate the application. That nominee will then, subject to clause I4.14, make a written report to the Chief Minister containing recommendations on whether the action that led to the application should be confirmed or varied or that other action is taken. A copy of this report will be provided to the applicant at the same time.
- 14.11 The applicant may respond to any aspects of the report. Such a response must be in writing and be provided to the Chief Minister within seven days of the applicant receiving the report.
- 14.12 Upon receiving the report from the nominee, the Chief Minister will inform the relevant Member in writing, within fourteen days, of the recommendations under clauses I4.9 or I4.10.

#### **Decisions by the Relevant Member**

- 14.13 The relevant Member, 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 Member believes is reasonable.
- 14.14 The relevant Member will inform the applicant and the Chief Minister in writing, within fourteen days, of any action under clause I4.13, including the reasons for the action.

#### **I5 Right of External Review**

- 15.1 The employee, or the employee's union or other employee representative, may seek a review of a decision of the Member under clause I4.13 by an external tribunal or body, including FWA.
- 15.2 FWA will be empowered to resolve the matter in accordance with the powers and functions set out in clause J2 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 J2.15.

## SECTION J – COMMUNICATION AND CONSULTATION

### J1 Consultation

- J1.1 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.
- J1.2 Where there are proposals by the Chief Minister or a Member to introduce changes within the office or to existing work practices, the Chief Minister or Member will consult with affected employees and the union(s).
- J1.3 The Chief Minister or a Member 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 the union(s) are able to contribute to the decision making process.
- J1.4 For the purpose of providing effective consultation:
- (a) adequate time will be provided to employees and the union(s) to consult with management;
  - (b) a LAMS Consultative Committee will be established, with membership to be agreed by the Chief Minister 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 LAMS CC 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 LAMS CC and have membership agreed by the LAMS CC.
- J1.5 The LAMS Consultative Committee will:
- (a) monitor the operation and implementation of this Agreement;
  - (b) consider any proposed new or proposed significant changes to Assembly 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 Assembly;
  - (e) will meet at least quarterly, unless otherwise agreed; and
  - (f) have terms of reference agreed to by the members of the LAMS CC.

### J2 Dispute Avoidance/Settlement Procedures

- J2.1 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 of the FW Act.
- J2.2 For the purposes of this clause, except where the contrary intention appears, the term 'parties' refers to 'parties to the dispute'.
- J2.3 All persons covered by this Agreement agree to take reasonable internal steps to prevent, and explore all avenues to seek resolution of, disputes.
- J2.4 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.
- J2.5 In the event there is a dispute, the following processes will apply.
- J2.6 Where appropriate, the relevant employee or the employee's representative will discuss the matter with the Member.
- J2.7 In instances where the dispute remains unresolved, 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.
- J2.8 If the dispute remains unresolved after this procedure, a party to the dispute may refer the matter to FWA.
- J2.9 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.

- J2.10 FWA may exercise any powers it has under the FW Act as are necessary for the just resolution or determination of the dispute.
- J2.11 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.
- J2.12 All persons involved in the proceedings under clause J2.9 will participate in good faith.
- J2.13 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.
- J2.14 The parties agree to be bound by a decision made by FWA in accordance with this clause.
- J2.15 However, any party may appeal a decision made by FWA in accordance with the FW Act.
- J2.16 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.
- J2.17 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 Member to perform other available work at the same workplace, or at another workplace, unless:
    - i. the work is not safe; or
    - ii. applicable workplace 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.

### **J3 Flexibility Term**

- J3.1 The Member and an individual employee may agree to vary the application of certain provisions of this Agreement to meet the genuine needs of the office and of the individual employee (an individual flexibility arrangement).
- J3.2 The provisions of this Agreement that the Member and an individual employee may agree to vary through an individual flexibility arrangement are:
- (a) vacation childcare subsidy (clause E10.1); and
  - (b) family care costs (clause E11.1); and
  - (c) Specialist Duties Payment (clause C7.3).
- J3.3 The Member 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.
- J3.4 The Member must ensure that the individual flexibility arrangement:
- (a) identifies the clause in J3.2 of this Agreement that the Member 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.
- J3.5 An individual flexibility arrangement made under this clause must be genuinely agreed to by the Member and the individual employee.
- J3.6 Except as provided in clause J3.7 (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.

- J3.7 The Member 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 Member and
  - (b) if the employee is under eighteen – by a parent or guardian of the employee.
- J3.8 The Member must give the employee a copy of an individual flexibility arrangement made under this clause within fourteen days after it is agreed to.
- J3.9 The Member 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 Member and the employee agree in writing – at any time.
- J3.10 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 Member and an individual employee to make an agreement under any other provision of this Agreement.

#### **J4 Freedom of Association**

- J4.1 The Territory 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 Territory 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.
- J4.2 Employees in negotiations of any kind are entitled to negotiate collectively where they so choose.
- J4.3 Employees engaging in negotiations of any kind are entitled to be represented by a representative of their choice. The Territory will deal with any such representative in good faith.

#### **J5 Right of Existing and New Employees to Representation in the Workplace**

- J5.1 The Territory acknowledges the rights of its employees to be represented and to meet with their representatives in the workplace. The Territory recognises the legitimate right of the union(s) to represent its employees who are members, or eligible to become members of the union(s).
- J5.2 The FW Act prescribes the purpose and manner under which the union(s) may exercise right of entry in the workplace. The Territory will grant the union(s) access in accordance with the FW Act.
- J5.3 In addition, the Territory will:
- (a) allow union officials and employees, who are permit holders, to enter the workplace 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 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 Member agree upon, and of which the relevant corporate area will advise the employees;
  - (c) provide all new employees with some form of induction program, including an induction package containing information about the union(s) which the union(s) has given the relevant corporate area; and
  - (d) invite the union(s) to attend any face to face induction of new employees, the details of which the relevant corporate area will advise to the union(s) contact 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 employees.
- J5.4 For the avoidance of doubt, nothing in clause J5.3 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.

#### **J6 Co-operation and facilities for Unions and Other Employee Representatives**

- J6.1 For the purpose of ensuring that union(s) and other employee representatives who are employees of the Territory can effectively fulfil their employee representative role under this Agreement, the following provisions will apply.
- J6.2 Reasonable access to Assembly 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 Assembly's statutory obligations, operational requirements and resources.

- J6.3 In addition to the Assembly facilities outlined in clause J6.2, where available, a union or employee representative who is an employee of the Territory will be able to establish designated Outlook public folders which will provide a collaborative electronic workspace to improve the flow of information.
- J6.4 The use of Assembly facilities will be in accordance with published Assembly policies and for matters other than for industrial action.
- J6.5 A union or other employee representative who is an employee of the Territory 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.

## **J7 Work Organisation**

- J7.1 An employee agrees to carry out all lawful and reasonable directions of the Member 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.
- J7.2 An employee will not, unless this is done in the course of the employee's duties or as required by law or by the Member or the Assembly, use or disclose to any person any confidential information about the Member's or the Assembly's business that becomes known to the employee during the employee's employment.
- J7.3 The employer will not reveal to any person any medical, financial or personal details of the employee that the employer may have obtained, except with the permission of the employee or where the employer is under a legal obligation to do so.

## **J8 Ensuring Fairness**

- J8.1 The Territory recognises and encourages the contribution that people with diverse backgrounds, experiences and skills can make to the workplace. The Territory aims to ensure that this diversity is able to contribute to effective decision making and delivery of client service.
- J8.2 The Territory will work with employees to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, relationship or marital status, family or carer's responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

## **J9 Promoting a Healthy and Safe Working Environment**

- J9.1 The Territory is committed to promoting, achieving and maintaining the highest levels of health and safety for all employees.
- J9.2 The Territory will take all reasonable steps and precautions to provide a healthy, safe and secure workplace for the employee. The Territory and all employees will act in a manner that is consistent with the *Work Safety Act 2008*.
- J9.3 Bullying and harassment and discrimination of any kind will not be tolerated in the Assembly. 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 relevant corporate area is made aware of instances, or reported instances, of bullying and harassment or discrimination, the relevant corporate area will, if requested to do so, investigate the concerns as soon as possible in accordance with the Workplace Behaviours provisions in section H of this Agreement and published Assembly guidelines and policies; or
  - (b) if the relevant corporate area independently considers that inappropriate behaviour may be occurring, then the relevant corporate area will respond, as soon as possible, in a manner commensurate with the seriousness of this issue.
- J9.4 Further, given the clear evidence of the benefits and cost effectiveness of workplace health initiatives for both employers and employees, the Work Safety Committee 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.

## **J10 Superannuation**

- J10.1 The Government will, through the Chief Minister and Cabinet Directorate, consult with unions and employees on changes to superannuation legislation that may be proposed by the Commonwealth.
- J10.2 In this clause, complying superannuation fund means a superannuation fund as defined by Section 45 of the *Superannuation Industry (Supervision) Act 1993*.
- J10.3 This Agreement provides for an employer funded superannuation contribution equal to sixteen percent of the employee's gross annual pay to be paid to a complying superannuation fund nominated by the employee, where the employee:
- (a) was employed under the LAMS Act on 5 September 2007 and the employee's employment under the LAMS Act has been continuous since that date; and
  - (b) is not a member of the CSS or PSS defined benefit fund.
- J10.4 Where the employment of an employee under clause J10.3 is terminated by the operation of subsections 8(1), 8(2), 8(4), 13(1) or 13(3) of the LAMS Act and the employee's employment under the LAMS Act recommences within a period up to and including the date that is ten weeks from the date the employee's employment was terminated, the employee's employment under the LAMS Act will, for the purposes of clause J10.3(a), be deemed to have continued.
- J10.5 An employee, other than a former member of the CSS or PSS defined benefit fund with an entitlement to rejoin that fund, who commences employment under the LAMS Act after 5 September 2007 will, subject to clause J10.6, have an employer funded superannuation contribution equal to nine percent of the employee's gross annual pay paid to a complying superannuation fund nominated by the employee.
- J10.6 An employee under clause J10.5 who makes a personal superannuation contribution of at least three percent of the employee's earnings will have an employer funded superannuation contribution equal to ten percent of the employee's gross annual pay paid to a complying superannuation fund nominated by the employee. Should the employee's personal superannuation contribution subsequently reduce below three percent of the employee's earnings, the employer funded superannuation contribution will automatically reduce to nine percent of the employee's gross annual pay.
- J10.7 An employee who is a member of the CSS or PSS defined benefit fund, or a former member of the CSS or PSS defined benefit fund with an entitlement to rejoin that fund may elect, under superannuation choice, to have the relevant employer funded superannuation contribution paid to that fund.

**ANNEX A – CLASSIFICATIONS AND RATES OF PAY**

<b>CLASSIFICATION</b>	<b>Rates as at 1.7.10</b>	<b>3.5% from 18.8.11</b>	<b>3.5% from 1.7.12</b>
<b>Adviser Level 1 (lower)</b>	\$51,867	\$53,682	\$55,561
	\$53,214	\$55,076	\$57,004
	\$54,544	\$56,453	\$58,429
<b>Adviser Level 1 (upper)</b>	\$59,668	\$61,756	\$63,917
	\$61,160	\$63,300	\$65,516
	\$62,689	\$64,883	\$67,154
<b>Adviser Level 2</b>	\$76,043	\$78,705	\$81,460
	\$77,944	\$80,672	\$83,496
	\$79,893	\$82,689	\$85,583
<b>Senior Adviser Level 1</b>	\$90,372	\$93,535	\$96,809
	\$92,631	\$95,873	\$99,229
	\$94,947	\$98,270	\$101,709
<b>Senior Adviser Level 2</b>	\$111,485	\$115,387	\$119,426
	\$114,272	\$118,272	\$122,412
	\$117,129	\$121,229	\$125,472
<b>Chief Adviser</b>	\$149,522	\$154,755	\$160,171
	\$153,260	\$158,624	\$164,176
	\$157,092	\$162,590	\$168,281

**ANNEX B – WEEKLY RATES OF PAY FOR TRAINEES**

CLASSIFICATION		Rates as at 1.7.10	3.5% from 18.8.11	3.5% from 1.7.12
<b><u>Traineeship Rates of Pay</u></b>				
<b>Wage Level A</b>				
Highest year of schooling completed		\$ per week		
School Leaver	Year 10	227.84	235.81	244.06
		265.58	274.87	284.49
	Year 11	281.51	291.36	301.56
		317.85	328.98	340.49
	Year 12	-		
		384.61	398.07	412.00
Plus 1 year out of school	Year 10	317.85	328.98	340.49
	Year 11	384.61	398.07	412.00
	Year 12	448.42	464.11	480.36
Plus 2 years out of school	Year 10	384.61	398.07	412.00
	Year 11	448.42	464.11	480.36
	Year 12	521.00	539.23	558.11
Plus 3 years out of school	Year 10	448.42	464.11	480.36
	Year 11	521.00	539.23	558.11
	Year 12	594.96	615.78	637.34
Plus 4 years out of school	Year 10	521.00	539.23	558.11
	Year 11	594.96	615.78	637.34
	Year 12	-	-	-
Plus 5 or more years out of school	Year 10	594.96	615.78	637.34
	Year 11	-	-	-
	Year 12	-	-	-

<b>CLASSIFICATION</b>		<b>Rates as at 1.7.10</b>	<b>3.5% from 18.8.11</b>	<b>3.5% from 1.7.12</b>
<b>Wage Level B</b>				
Highest year of schooling completed		\$ per week		
School Leaver	Year 10	227.84	235.81	244.06
		265.58	274.87	284.49
		281.51	291.36	301.56
Year 11	Year 11	317.85	328.98	340.49
		-	383.02	396.42
		370.07	383.02	396.42
Plus 1 year out of school	Year 10	317.85	328.98	340.49
		370.07	383.02	396.42
		426.61	441.54	456.99
Year 11	Year 11	370.07	383.02	396.42
		426.61	441.54	456.99
		426.61	441.54	456.99
Plus 2 years out of school	Year 10	370.07	383.02	396.42
		426.61	441.54	456.99
		500.69	518.22	536.35
Year 11	Year 11	426.61	441.54	456.99
		500.69	518.22	536.35
		568.90	588.81	609.42
Plus 3 years out of school	Year 10	426.61	441.54	456.99
		500.69	518.22	536.35
		568.90	588.81	609.42
Year 11	Year 11	500.69	518.22	536.35
		568.90	588.81	609.42
		568.90	588.81	609.42
Plus 4 years out of school	Year 10	500.69	518.22	536.35
		568.90	588.81	609.42
		-	-	-
Year 11	Year 11	568.90	588.81	609.42
		-	-	-
		-	-	-
Plus 5 or more years out of school	Year 10	568.90	588.81	609.42
		-	-	-
		-	-	-

<b>CLASSIFICATION</b>		<b>Rates as at 1.7.10</b>	<b>3.5% from 18.8.11</b>	<b>3.5% from 1.7.12</b>
<b>Wage Level C</b>				
Highest year of schooling completed		<b>\$ per week</b>		
School Leaver	Year 10	227.84	235.81	244.06
		265.58	274.87	284.49
	Year 11	281.51	291.36	301.56
317.85		328.98	340.49	
	Year 12	358.40	370.95	383.93
Plus 1 year out of school	Year 10	317.85	328.98	340.49
	Year 11	358.40	370.95	383.93
	Year 12	403.41	417.53	432.14
Plus 2 years out of school	Year 10	358.40	370.95	383.93
	Year 11	403.41	417.53	432.14
	Year 12	451.30	467.09	483.44
Plus 3 years out of school	Year 10	403.41	417.53	432.14
	Year 11	451.30	467.09	483.44
	Year 12	503.58	521.21	539.45
Plus 4 years out of school	Year 10	451.30	467.09	483.44
	Year 11	503.58	521.21	539.45
	Year 12	-	-	-
Plus 5 or more years out of school	Year 10	503.58	521.21	539.45
	Year 11	-	-	-
	Year 12	-	-	-

**ANNEX C – EXPENSE, DISABILITY AND SKILL RELATED ALLOWANCES**

<b>ALLOWANCE</b>	<b>Rates as at 1.7.10</b>	<b>3.5% from 18.8.11</b>	<b>3.5% from 1.7.12</b>
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<b>Overtime Meal Allowance</b>	Employee Type	All classifications			
	Description	<p>An employee who works overtime where the overtime is worked:</p> <ol style="list-style-type: none"> <li>1. 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</li> <li>2. 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;</li> <li>3. 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</li> <li>4. 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;</li> </ol> <p>will be paid an allowance.</p> <p>For the purpose of this allowance a meal period will mean the following periods:</p> <ol style="list-style-type: none"> <li>(a) 7.00am to 9.00am;</li> <li>(b) 12 noon to 2.00pm;</li> <li>(c) 6.00pm to 7.00pm; and</li> <li>(d) midnight to 1.00am.</li> </ol>			
	Rate/Frequency	per occasion	\$23.11	\$23.92	\$24.76
	Payment on Leave	Not paid during any type of paid or unpaid leave.			
	Exception	Where an appropriate meal is obtainable by the employee at a canteen, cafeteria or dining room conducted, controlled, or assisted by the Directorate, 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 above.			

ALLOWANCE

Rates as at  
1.7.10      3.5%  
                    from  
18.8.11      3.5%  
                    from  
1.7.12

First Aid	Employee Type	First Aid Officers			
	Description	<p>An employee who is suitably qualified and who is selected and performs the duties of a First Aid Officer will be paid an allowance determined by their qualification level:</p> <p>1. A Base Level qualification is 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.</p> <p>2. An Advanced Level qualification requires a minimum of 18 hours training and building on the base level training outlined above and provides training in first aid management and procedures in a workplace environment.</p> <p>3. An Occupational or Specialist level qualification requires 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 &amp; S legislation.</p>			
	Rate/Frequency	<p>per fortnight (1) Base Level:</p> <p>per fortnight (2) Advanced Level:</p> <p>per fortnight (3) Occupational or Specialist Level:</p>	<p>\$21.45</p> <p>\$26.87</p> <p>\$31.88</p>	<p>\$22.20</p> <p>\$27.81</p> <p>\$33.00</p>	<p>\$22.98</p> <p>\$28.78</p> <p>\$34.15</p>
	Payment on Leave	<p>The allowance is payable during:</p> <p>(a) long service leave, paid maternity or primary care giver's leave or annual leave;</p> <p>(b) paid personal leave or other leave with pay for up to one month.</p> <p>Where leave is on reduced pay, or without pay, the allowance must be proportionately reduced or withdrawn accordingly. The allowance is included in pay for payment in lieu of long service leave and annual leave.</p>			
	Note	<p>These rates should be paid in full to part-time employees.</p>			
	Additional information	<p>(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.</p> <p>(b) The First Aid Allowance is payable only if the relevant first aid qualification of an employee is current.</p> <p>(c) Where the qualification of an employee who is in receipt of the allowance is no longer current, the relevant corporate area may allow a short period to allow for re-qualification.</p> <p>(d) The relevant corporate area 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.</p>			

<b>First Aid Con't</b>	Additional information	<p>(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.</p> <p>(f) The allowance must not be included in pay for overtime or penalty payments.</p> <p>(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.</p>
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<b>Rates as at 1.7.10</b>	<b>3.5% from 18.8.11</b>	<b>3.5% from 1.7.12</b>
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**ALLOWANCE**

<b>Motor Vehicle</b>	Employee Type	All classifications			
	Description	<p>The Member may authorise an employee to use a motor vehicle they own or hire:</p> <p>1. For official purposes, where the Member is satisfied this use would:</p> <p>(a) result in greater efficiency; or</p> <p>(b) involve the Territory in less expense than if public transport or a vehicle owned by the ACT Government were used.</p> <p>2. For specified journeys, where the Member is satisfied that:</p> <p>(a) the use will not result in the employee taking more time on the journey than they would otherwise take; or</p> <p>(b) it would not be contrary to the interest of the ACT Government.</p> <p>3. Travel between normal headquarters and a temporary work station, or between the employee's home and a temporary work station, where the Member is satisfied that:</p> <p>(a) there is no public transport available for travel to the temporary station; or</p> <p>(b) although public transport is available, the work program makes its use impossible.</p>			
	Rate/Frequency	per km (1) Small car - 1600cc non-rotary, 800cc rotary:	\$0.65	\$0.67	\$0.70
		per km (2) Medium - 1601-2600cc non-rotary, 801-1300cc rotary:	\$0.76	\$0.79	\$0.81
		per km (3) Large car – over 2600cc non-rotary, over 1300cc rotary:	\$0.77	\$0.80	\$0.82
	Payment on Leave	Not paid during any type of paid or unpaid leave.			
	Additional information	(a) 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.			

**Motor Vehicle  
Con't**

Additional information	<p>(b) If an employee satisfies the relevant corporate area 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 relevant corporate area may grant an additional allowance equal to the amount by which those expenses exceed the amount of the allowance or allowances.</p> <p>(c) 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.</p> <p>(d) 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.</p>	
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**ANNEX D – OTHER LEAVE**

A Member may grant leave to an employee to:

<b>Leave to:</b>	<b>Accompany a domestic partner on a posting</b>
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.

<b>Leave to:</b>	<b>Attend Aboriginal or Torres Strait Islander Ceremonies</b>
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.

<b>Leave to:</b>	<b>Attend Aboriginal or Torres Strait Islander meetings</b>
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	Paid time to attend recognised meetings.
Conditions	If an employee accepts any fee for attendance at the meeting, leave will be granted without pay. An employee may be reimbursed for out-of-pocket expenses.
Rate of payment	Full pay.
Effect on other entitlements	Will count as service for all purposes.

<b>Leave to:</b>	<b>Attend NAIDOC week activities</b>
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.

<b>Leave to:</b>	<b>Attend Local government meetings</b>
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) 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.

<b>Leave to:</b>	<b>Attend proceedings at Fair Work Australia</b>
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 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, but does not break continuity of service for long service leave purposes.

<b>Leave to:</b>	<b>Attend religious ceremonies</b>
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.

<b>Leave to:</b>	<b>Attend sporting events as an accredited competitor or official</b>
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 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.

<b>Leave to:</b>	<b>Attend as a witness</b>
Purpose	To enable an employee to give evidence before a body or person before whom evidence may be taken on oath.
Eligibility	An employee.
Entitlement	Refer to rate of payment.
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.

<b>Leave to:</b>	<b>Campaign for election</b>
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.

<b>Leave to:</b>	<b>Cope with an emergency or disaster</b>
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.

<b>Leave to:</b>	<b>Donate an organ</b>
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.

<b>Leave to:</b>	<b>Donate blood</b>
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.

<b>Leave to:</b>	<b>Enable Returned soldiers to attend medical appointments</b>
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.

<b>Leave to:</b>	<b>Engage in employment associated with compensation</b>
Purpose	To enable an employee to engage in employment outside the Assembly 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.

<b>Leave to:</b>	<b>Engage in employment in the interests of defence or public safety</b>
Purpose	To enable the employee to engage in work or employment that the Member 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 Territory the leave will not count as service for any purpose.

<b>Leave to:</b>	<b>Hold a full-time office in a staff organisation</b>
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 PSM Act, Part 8 clause 172(1).

<b>Leave to:</b>	<b>Take leave where leave cannot be granted under any other provision</b>
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 Member determines there are special circumstances, having regard to: (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.  In special circumstances the Member determines whether leave is at full pay or half pay
Effect on other entitlements	Leave without pay will not count as service for any purpose. However where the Member determines there are special circumstances and that the period of leave granted is to be with pay then the paid leave will count as service for all purposes.

<b>Leave to:</b>	<b>Undertake Specified Defence Service</b>
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	An employee may be granted leave without pay 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).  An employee may be granted leave to perform full time defence service as set out in this section.  An employee may be granted leave 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: <ul style="list-style-type: none"> <li>• the Defence Force;</li> <li>• a naval, military or air force of a country allied or associated with Australia for the purposes of defence; or</li> <li>• a naval, military or air force of the United Nations.</li> </ul>

	<p>An employee may be granted leave 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 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 Territory the LWOP does not count as service for any purpose.</p> <p>An employee may be granted leave with pay to undertake the following defence service training:</p> <ul style="list-style-type: none"> <li>• annual training as a member of the Navy, Army or Air Force;</li> <li>• 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</li> <li>• attendance at a school, class or course of instruction, conducted for the training of members of the Navy, Army or Air Force.</li> </ul> <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"> <li>• in the case of a member of the Navy – thirteen days;</li> <li>• in the case of a member of the Army – fourteen days; and</li> <li>• in the case of a member of the Air Force – sixteen days.</li> </ul> <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"> <li>• in the case of a member of the Navy – thirteen days;</li> <li>• in the case of a member of the Army – sixteen days; and</li> <li>• in the case of a member of the Air Force – sixteen days.</li> </ul> <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 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>An employee may be granted leave with pay 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 Member 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.

## **DICTIONARY**

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

**Agency** means an administrative unit of the ACTPS.

**Agreement** means the *ACT Legislative Assembly Members' Staff Enterprise Agreement 2011-2013* and includes all Annexes and Schedules.

**Assembly** means the Legislative Assembly of the Australian Capital Territory.

**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 a Member under the LAMS Act to perform work for a short period on an irregular or non-systematic basis.

**Chief Minister** means the Chief Minister for the Territory elected under section 40 of the *Australian Capital Territory (Self-Government) Act 1988*.

**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 Partner** means a person who lives with the person in a domestic partnership, and includes a spouse of the person.

**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 Member 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 Member on a regular and systematic basis.

**Employee** means (unless there is a clear intention in this Agreement to restrict the meaning) a person employed or engaged by a Member on behalf of the Territory under Section 5 or Section 10 of the LAMS Act in a classification set out in Annex A.

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

**Employer** means the Australian Capital Territory and includes a Member acting on behalf of the Territory.

**Employment for a specified period of time** includes employment for a period of time stated to end when the Member ceases to hold office.

**Fixed-term employee** means a person employed by a Member under the LAMS Act for a specified period of time or for a specified task, on a full time or part time basis.

**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 Member 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.

**LAMS Act** means the *Legislative Assembly (Members' Staff) Act 1989* as varied.

**LAMS CC** means the Legislative Assembly Members' Staff Consultative Committee established under clause J1.4 of this Agreement.

**Life of the current Assembly** means:

- (a) for employees of Members, the date of cessation of employment in accordance with the Chief Minister's Direction DI2009-48 notified on 9 April 2009; and
- (b) for employees of Office-Holders, the date of cessation of employment in accordance with the Chief Minister's Direction DI2005-292 notified on 19 December 2005;

or any subsequent Direction dealing with this matter.

**Member** means a Member or Office-Holder of the Legislative Assembly of the Australian Capital Territory as defined in the LAMS Act.

**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.

**Regular part time employee** means an employee engaged under the LAMS Act for an agreed number of regular hours per week that is less than the ordinary weekly hours specified in this Agreement.

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

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

SIGNATORY PAGE TO THE

ACT LEGISLATIVE ASSEMBLY MEMBERS' STAFF ENTERPRISE AGREEMENT 2011-2013

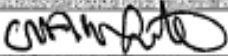
This is a signed copy of the enterprise agreement defined above  
signed in accordance with the requirements of the *Fair Work Act 2009*.

Employer	
Signature:	
Name:	Katy Gallagher
Address:	Legislative Assembly Building, London Circuit, Canberra City ACT 2601
Authority to sign the agreement	Signatory holds the office of Chief Minister

SIGNATORY PAGE TO THE

ACT LEGISLATIVE ASSEMBLY MEMBERS' STAFF ENTERPRISE AGREEMENT 2011-2013


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

Representative of Employees	
Signature:	
Name:	Michael White
Address:	MCAA PO BOX 6065 KINGSTON ACT 2684
Authority to sign the agreement	MCAA ACT BRANCH SECRETARY.

SIGNATORY PAGE TO THE

ACT LEGISLATIVE ASSEMBLY MEMBERS' STAFF ENTERPRISE AGREEMENT 2011-2013


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

Representative of Employees	
Signature:	
Name:	VINCE McDEVITT
Address:	LEVEL 1 - 40 BRISBANE AVE BARTON ACT
Authority to sign the agreement	CPSU ACT REGIONAL DIRECTOR

SIGNATORY PAGE TO THE

ACT LEGISLATIVE ASSEMBLY MEMBERS' STAFF ENTERPRISE AGREEMENT 2011-2013

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

Representative of Employees	
Signature:	
Name:	Ivo Oppitz
Address:	1-3/100 MARKET STREET WOLLONGONG 2506
Authority to sign the agreement	INDUSTRIAL OFFICER