



**ACT PUBLIC SERVICE  
COMMUNITY SERVICES  
DIRECTORATE  
ENTERPRISE AGREEMENT  
2011 - 2013**

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# Table of Contents

<b>Section A – Scope of Agreement.....</b>	<b>7</b>
A1 Title .....	7
A2 Main Purpose .....	7
A3 Application and Coverage .....	9
A4 Commencement and Duration.....	9
A5 Operation of the Agreement.....	10
A6 Agreement Availability.....	10
A7 Authority of the Head of Service .....	10
A8 Variation to Agreement.....	10
A9 Termination of Agreement .....	10
<b>Section B - Working in the ACT Public Service.....</b>	<b>11</b>
B1 Types of Employment .....	11
B2 Probation .....	11
B3 Joint Selection Committees .....	12
B4 Hours of Work for Non-Shift Workers.....	12
B5 Hours of Work for Shift Workers.....	13
B6 Flextime.....	14
B7 Flexible Working Arrangements for Senior Officer Grade A and B and Equivalent Employees .....	16
B8 Accrued Days Off (ADOs).....	16
B9 Casual Employment Arrangements .....	17
B10 Record Keeping.....	17
B11 Outsourcing and Use of Contractors .....	18
B12 Filling a Nominally Vacant Position Exceeding Twelve Months .....	18
B13 Notice of Termination .....	18
<b>Section C - Rates of Pay and Allowances .....</b>	<b>19</b>
C1 Part-Time Employment .....	19
C2 Pay Increases .....	19
C3 Method of Payment .....	19
C4 Payroll Deduction for Union Fees .....	19
C5 Pay Points and Increments.....	19
C6 Graduate and Cadet Programs, Traineeships, and Apprenticeships .....	20
C7 Higher Duties Allowance .....	20
C8 Payment for Shift Workers .....	21
C9 Overtime.....	22
C10 Overtime Meal Allowance .....	23
C11 Rest Relief after Overtime.....	24
C12 Payment for Public Holiday Duty .....	24
C13 On-Call Allowances .....	24
C14 Close Call Allowance .....	25
C15 Rest Relief for On-Call or Close Call Situations.....	26
C16 Emergency Duty.....	27
C17 Other Allowances .....	27
C18 Reimbursement of Reasonable Relocation Expenses.....	27
C19 Mature Age Payment.....	28
<b>Section D - Pay Related Matters .....</b>	<b>29</b>
D1 Salary Sacrifice Arrangements.....	29
D2 Special Employment Arrangements.....	29
D3 Classification/Work Value Review .....	29
D4 Supported Wage System .....	30
D5 Overpayments .....	30
D6 Underpayments .....	31
D7 ACTPS Classification Review and Single Salary Spine .....	31
<b>Section E - Flexible Working Arrangements and Employee Support.....</b>	<b>32</b>
E1 Work and Life Balance .....	32

E2	Request for Flexible Working Arrangements .....	32
E3	Employees with Caring Responsibilities .....	32
E4	Management of Excessive Hours .....	33
E5	Regular Part-Time Employment.....	33
E6	Job Sharing .....	34
E7	Part Time Employment Following Maternity Leave, Primary Caregiver Leave or Parental Leave .....	35
E8	Home Based Work.....	35
E9	Employee Assistance Program .....	36
E10	Scheduling of Meetings .....	36
E11	Vacation Childcare Subsidy .....	36
E12	Family Care Costs .....	36
E13	Nursing Mothers.....	36
E14	Transfer of Medically Unfit Staff.....	36
E15	Childcare Feasibility Study.....	37
<b>Section F - Leave.....</b>		<b>38</b>
F1	Part Time Employees.....	38
F2	Non-approval of Leave .....	38
F3	Leave Below One Day.....	38
F4	Personal Leave.....	38
F5	Personal Leave in Extraordinary Circumstances .....	42
F6	Infectious Disease Circumstances.....	42
F7	Annual Leave.....	42
F8	Annual Leave Loading.....	45
F9	Purchased Leave .....	46
F10	Public Holidays.....	48
F11	Christmas Shutdown .....	49
F12	Compassionate Leave .....	49
F13	Community Service Leave.....	51
	<i>Jury Service.....</i>	<i>51</i>
	<i>Voluntary Emergency Management.....</i>	<i>51</i>
	<i>Voluntary Community Service.....</i>	<i>52</i>
F14	Maternity Leave.....	54
F15	Special Maternity Leave .....	56
F16	Primary Care Giver Leave .....	57
F17	Parental Leave .....	59
F18	Bonding Leave.....	60
F19	Grandparental leave .....	61
F20	Other Leave .....	63
F21	Long Service Leave .....	64
<b>Section G - Communication and Consultation .....</b>		<b>65</b>
G1	Consultation .....	65
G2	Dispute Avoidance/Settlement Procedures .....	65
G3	Flexibility Term .....	67
G4	Freedom of Association .....	68
G5	Work Organisation.....	68
G6	Right of Existing and New Employees to Representation in the Workplace .....	68
G7	Co-operation and Facilities for Unions and Other Employee Representatives .....	69
G8	Attendance at Industrial Relations Courses and Seminars .....	69
G9	Privatisation .....	70
G10	Superannuation.....	70
<b>Section H - Workplace Behaviours .....</b>		<b>71</b>
H1	Introduction.....	71
H2	Underperformance.....	71
H3	Appeal Rights.....	73
H4	Misconduct & Discipline .....	73
H5	Allegations of Misconduct .....	74
H6	Suspension or Reassignment.....	74
H7	Investigating Allegations of Misconduct .....	75
H8	Discipline Action .....	76

H9	Counselling .....	77
H10	Criminal Charges .....	77
H11	Right of Appeal .....	78
<b>Section I - Internal Review Procedures .....</b>		<b>79</b>
I1	Objectives and Application .....	79
I2	Decisions and Actions Excluded .....	79
I3	Initiating a Review .....	80
I4	Head of Service Powers and Responsibilities .....	80
I5	Right of External Review .....	82
<b>Section J - Appeal Mechanism .....</b>		<b>83</b>
J1	Objective and Application .....	83
J2	Initiating an Appeal .....	83
J3	Composition of the Appeal Panel .....	83
J4	General Powers and Role of the Appeal Panel .....	84
J5	Powers of the Appeal Panel – Appeals About Promotion and Temporary Performance .....	84
J6	Powers of the Appeal Panel – Other Matters .....	84
J7	Costs .....	85
J8	Right of External Review .....	85
<b>Section K - Redeployment and Redundancy .....</b>		<b>86</b>
K1	Application .....	86
K2	Definitions .....	86
K3	Consultation .....	86
K4	Information Provided to the Officer .....	87
K5	Voluntary Redundancy .....	87
K6	Severance Benefit .....	88
K7	Redeployment .....	88
K8	Involuntary Retirement .....	89
K9	Income Maintenance Payment .....	90
K10	Leave and Expenses to Seek Employment .....	90
K11	Use of Personal Leave .....	90
K12	Appeals .....	91
K13	Agreement Not To Prevent Other Action .....	91
K14	Re-engagement of Previously Retrenched Officers .....	91
<b>Section L - Management or Government Initiated Transfers .....</b>		<b>92</b>
L1	Gaining Employees .....	92
L2	Preservation of Accrued Entitlements .....	93
L3	Establishment of a New ACTPS Directorate .....	93
L4	Appeal Rights .....	93
<b>Section M – CSD Specific Conditions .....</b>		<b>94</b>
M1	Application .....	94
M2	OCYFS Frontline Staff Maximum Flextime Credit .....	94
M3	Time Off in Lieu (TOIL) and Make-Up Time .....	94
M4	Bimberi Broadbanding .....	94
M5	Bimberi and Narrabundah House Paid Meal Break .....	94
M6	CSD Casuals .....	94
M7	Housing ACT Traineeship Program .....	95
<b>Section N – CSD Health Professional Officers/Community Services Professionals .....</b>		<b>96</b>
N1	Application .....	96
N2	HP3 Personal Upgrade .....	96
N3	New Graduates .....	96
N4	Registration Requirements .....	96
N5	Overtime/Flextime Arrangements .....	96
N6	Streamlined Recruitment .....	97
N7	OCYFS Health Professional Qualification Review .....	97
<b>Section O – Disability Support Officers .....</b>		<b>99</b>
O1	Application .....	99
O2	Salary .....	99
O3	Annual Leave .....	99

O4	Accrued Days Off .....	99
O5	Paid Meal Breaks .....	100
O6	Time Off In Lieu (TOIL) and Make-Up Time .....	100
O7	Part Time Employees Overtime .....	100
O8	Rest Relief after Emergency Duty.....	101
O9	Monday to Friday Early, Late or Night Shift Penalty Rates .....	101
O10	Broken Shifts.....	101
O11	Disability Support Officers Level 3 On-Call/Close-Call Roster .....	101
O12	Additional Hours for Part Time DSO2.....	102
O13	Meal Supplementation .....	102
O14	Amenities .....	102
O15	Sleepover Allowance .....	102
O16	Sleepover Extension.....	103
O17	Roster Changes.....	103
O18	Network Support Officers (NSO).....	104
O19	Transfer of Excess or Medically Unfit Staff .....	104
O20	DSO Casuals .....	104
<b>Annex A – Classifications and Rates of Pay .....</b>		<b>105</b>
<b>Annex B - Agreed Framework for Special Employment Arrangements .....</b>		<b>115</b>
<b>Annex C - Expense, Disability and Skill Related Allowances .....</b>		<b>120</b>
<b>Annex D- Other Leave .....</b>		<b>129</b>
<b>Dictionary .....</b>		<b>138</b>

## 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 Community Services Directorate Enterprise Agreement 2011-2013

### A2 Main Purpose

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

#### *Retaining our people*

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

#### *Attracting future employees*

- A2.6 The Directorate will consult with union(s) through the Directorate Consultative Committee (DCC) to develop strategies to assist the Directorate in attracting and retaining suitable employees. This will involve development of appropriate strategies and processes, including the conduct of surveys of staff, to assist this objective.

A2.7 The Directorate may run various entry programs in the light of operational needs and available resources. Entry to these programs will be by merit selection. All employment arrangements for entry level positions, including graduates, trainees and apprentices in the Directorate should be fair and attractive.

***Developing our people***

A2.8 The Directorate will consult and agree with union(s) on the development and finalisation of Learning and Development Plans and on the annual key Directorate learning and development priorities. The Directorate and the union(s) will also agree on the equitable use of resources to address these priorities and strategies appropriate for the different categories of employees. For the purposes of this clause, "resources" includes but is not limited to employees, time, funding (where required) and equipment.

A2.9 This Agreement supports a performance culture within the ACTPS that promotes ethical workplace conduct and rewards employees for their contribution towards the achievement of Directorate's objectives.

A2.10 It is acknowledged that performance management is important to employee development and to ensuring the relationship between corporate, team and individual responsibilities are aligned to individual, team and organisational objectives.

A2.11 Any performance management schemes in the Directorate will not include performance pay and will not be used for disciplinary purposes.

***Recognising our people***

A2.12 The Directorate is committed to achieving an environment where employees feel valued for the contribution they make to achieving organisational goals. The most effective form of recognition is timely and appropriate feedback. The Directorate will consult with the union(s) on other effective ways of recognising and rewarding the achievement of individuals and work groups.

A2.13 Any outcomes of this consultation will only be implemented by agreement of the Directorate and the union(s).

***Ensuring fairness***

A2.14 The Directorate recognises and encourages the contribution that people with diverse backgrounds, experiences and skills can make to the workplace. The Directorate aims to ensure that this diversity is able to contribute to effective decision making and delivery of client service.

A2.15 The Directorate 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.

***Achieving a better work and life balance***

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

***Promoting a healthy and safe working environment***

A2.17 The Directorate is committed to promoting, achieving and maintaining the highest levels of health and safety for all employees.

A2.18 The Directorate will take all reasonable steps and precautions to provide a healthy, safe and secure workplace for the employee. The Directorate and all employees will act in a manner that is consistent with the *Work Safety Act 2008*.

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

### **A3 Application and Coverage**

- A3.1 This Agreement applies to and covers:
- (a) the head of service on behalf of the Australian Capital Territory; and
  - (b) persons engaged under the *Public Sector Management Act 1994* at any time when the Agreement is in operation in one of the classifications in Annex A, except a person engaged as head of service under sections 23C and 23 J of the *Public Sector Management Act 1994* persons engaged as directors-general under sections 28 or 30 of the *Public Sector Management Act 1994*, or persons engaged as executives under sections 72 or 76 of the *Public Sector Management Act 1994*.
- A3.2 This Agreement covers:
- Community and Public Sector Union; and  
Health 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) *Public Sector Management Act 1994* (ACT) (PSM Act);
  - (c) Public Sector Management Standards (PSM Standards);
  - (d) *Work Safety Act 2008* (ACT) (WS Act);
  - (e) *Holidays Act 1958* (ACT) (Holidays Act);
  - (f) *Territory Records Act 2002* (ACT) (TR Act); and
  - (g) *Safety, Rehabilitation and Compensation Act, 1988* (Cwth) (SRC Act).
- A5.3 This Agreement constitutes a closed agreement in settlement of all claims for its duration. Therefore, during the life of this Agreement, there will be no further claims that affect the provisions of this Agreement, except where these claims are consistent with the terms of this Agreement.
- A5.4 This Agreement prevails over ACT legislation, including the PSM Act and the PSM Standards and relevant policy statements and guidelines to the extent of any inconsistency.

## **A6 Agreement Availability**

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

## **A7 Authority of the Head of Service**

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

## **A8 Variation to Agreement**

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

## **A9 Termination of Agreement**

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

## **Section B - Working in the ACT Public Service**

### **B1 Types of Employment**

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

### **B2 Probation**

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

**B3 Joint Selection Committees**

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

**B4 Hours of Work for Non-Shift Workers**

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

***Ordinary Hours of Work***

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

<p>B4.3</p> <table border="1" style="width: 100%;"> <thead> <tr> <th style="text-align: center;">36.75 Hours Per Week Position</th> </tr> </thead> <tbody> <tr> <td>(a) The ordinary daily hours are seven hours and twenty one minutes for a full time employee;</td> </tr> <tr> <td>(b) Standard hours are from 8:30am to 12:30pm and from 1:30pm to 4:51pm Monday to Friday, unless otherwise agreed in writing by the employee and the manager/supervisor.</td> </tr> </tbody> </table>	36.75 Hours Per Week Position	(a) The ordinary daily hours are seven hours and twenty one minutes for a full time employee;	(b) Standard hours are from 8:30am to 12:30pm and from 1:30pm to 4:51pm Monday to Friday, unless otherwise agreed in writing by the employee and the manager/supervisor.	<p>B4.4</p> <table border="1" style="width: 100%;"> <thead> <tr> <th style="text-align: center;">38 Hours Per Week Position</th> </tr> </thead> <tbody> <tr> <td>(a) The ordinary daily hours are seven hours and thirty-six minutes for a full time employee;</td> </tr> <tr> <td>(b) Standard hours are from 8:30am to 12:30pm and from 1:30pm to 5:06pm Monday to Friday, unless otherwise agreed in writing by the employee and the manager/supervisor.</td> </tr> </tbody> </table>	38 Hours Per Week Position	(a) The ordinary daily hours are seven hours and thirty-six minutes for a full time employee;	(b) Standard hours are from 8:30am to 12:30pm and from 1:30pm to 5:06pm Monday to Friday, unless otherwise agreed in writing by the employee and the manager/supervisor.
36.75 Hours Per Week Position							
(a) The ordinary daily hours are seven hours and twenty one minutes for a full time employee;							
(b) Standard hours are from 8:30am to 12:30pm and from 1:30pm to 4:51pm Monday to Friday, unless otherwise agreed in writing by the employee and the manager/supervisor.							
38 Hours Per Week Position							
(a) The ordinary daily hours are seven hours and thirty-six minutes for a full time employee;							
(b) Standard hours are from 8:30am to 12:30pm and from 1:30pm to 5:06pm Monday to Friday, unless otherwise agreed in writing by the employee and the manager/supervisor.							

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

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

***Span of Hours***

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

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

***Meal Break***

- B4.9 An employee will not be required to work for more than five hours without a break for a meal of at least thirty minutes duration. Meal breaks will not count as time worked unless specifically provided for in this Agreement.

- B4.10 The provisions of subclause B4.9 may be varied by agreement between the manager/supervisor and a majority of employees concerned in a workplace.

- B4.11 The term ‘meal break’ does not require the employee to partake of a meal during the break period.

- B4.12 An employee who works up to six hours in a day may, with the agreement of the manager/supervisor, work up to six hours without a meal break to accommodate the employee’s personal circumstances and work/life balance.

## **B5 Hours of Work for Shift Workers**

B5.1 An employee (other than a casual employee) is a shift worker if the employee is:

(a) rostered; and

(b) the roster may require the employee to perform ordinary daily hours on a shift where some or all of a shift in the roster falls:

(i) outside the span of hours as set out in clause B4.7; and/or

(ii) on Saturdays or Sundays on a regular and ongoing basis.

A shift worker may be required, as a part of their regular roster, to work public holidays.

### ***Ordinary Hours of Work***

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

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

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

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

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

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

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

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

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

***Payment for an Employee Rostered Off on a Public Holiday***

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

***Meal Break***

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

**B6 Flextime**

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

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

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

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

## **B8 Accrued Days Off (ADOs)**

- B8.1 An employee to whom this clause applies may accrue 0.4 of one hour (24 minutes) for each eight-hour shift worked to allow the employee to take an Accrued Day Off (ADO).
- B8.2 An employee may apply to take an ADO as a whole day or part of a day by agreement with the manager/supervisor. ADOs will be approved by the manager/supervisor subject to operational requirements. If the manager/supervisor does not approve an accrued day off because of operational requirements, the manager/supervisor will consult with the employee to determine a mutually convenient alternative time (or times) for the employee to take the leave.
- B8.3 Accrual towards an ADO does not occur when an employee is on any form of leave with the exception of annual leave and paid personal leave.
- B8.4 ADOs must only be taken when the equivalent time has been accrued. ADOs will not be taken in

advance.

- B8.5 An employee may bank a maximum of six ADOs with the approval of the employee's manager/supervisor.

## **B9 Casual Employment Arrangements**

### ***Minimum Attendance***

- B9.1 The minimum payment on each occasion when a casual employee is called for and attends for duty will be three hours, whether or not the casual employee is required to work for those three hours.

### ***Rate of Pay***

- B9.2 A person engaged as a casual employee will be paid at the same rate of pay as would be applicable to an employee performing the duties and hours of that role. In addition the casual employee will receive a loading of twenty per cent of the ordinary hourly rate of pay set out in Annex A to this Agreement instead of paid leave entitlements, other than long service leave, and instead of payment for public holidays on which the employee did not work.

### ***Payment for Shift Work***

- B9.3 A casual employee is eligible to receive payment of shift penalties in accordance with clause C8.
- B9.4 The loading paid under subclause B9.2 is not taken into account in the calculation of shift work penalty payments.

### ***Overtime***

- B9.5 A casual employee is eligible to receive payment for overtime in accordance with clause C9.
- B9.6 A casual employee is eligible for payment of overtime in respect of all hours worked in excess of either seven hours and twenty-one minutes or seven hours and thirty-six minutes, as applicable, on any day or shift.
- B9.7 The loading paid under subclause B9.2 is not taken into account in the calculation of overtime payments.

### ***Overtime Meal Allowance***

- B9.8 A casual employee is eligible to receive payment of overtime meal allowances in accordance with clause C11.
- B9.9 The term 'meal break' does not require the employee to partake of a meal during the break period.

### ***Payment for Public Holidays***

- B9.10 A casual employee is not eligible for payment in respect of public holidays, unless the employee works on a public holiday.
- B9.11 Where a casual employee does work on a public holiday, the casual employee is entitled to the appropriate shift penalties or overtime payments described in subclauses C8.7 and C9.15.

### ***Leave***

- B9.12 A casual employee is not eligible for paid leave other than long service leave.

## **B10 Record Keeping**

- B10.1 The Directorate 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.
- B10.2 The employee will record the time of commencing and ceasing duty for each day. These records will be

provided to the manager/supervisor where the manager/supervisor so requests.

### **B11 Outsourcing and Use of Contractors**

- B11.1 The Directorate is committed to promoting permanent employment and job security for employees within the ACTPS and accordingly agrees to the provisions in this clause.
- B11.2 The ACT Government is committed to:
- (a) minimising the use of consultants/contractors across the ACTPS;
  - (b) minimising the use of sub-contractors and increase the use of direct employment of workers across the ACTPS;
  - (c) reviewing and assessing outsourced services with the ambition of returning these to direct ACT Government provision where the review demonstrates a beneficial outcome to the community;
  - (d) supporting direct employment relationships, but where sub-contractors are operating, that industrial and legal mechanisms to protect their rights, be developed and implemented.
- B11.3 Upon request a Joint Working Party will be convened and:
- (a) will consist of an equal number of union and Government representatives;
  - (b) will be chaired by a Government representative; and
  - (c) will provide written reports to each Joint Council meeting.
- B11.4 Any recommendations of the Joint Working Party endorsed by the Joint Council will be referred to the Strategic Board and UnionsACT.
- B11.5 The Directorate will:
- (a) inform the relevant Directorate Consultative Committee (DCC) or equivalent of any recommendations endorsed by the Joint Council; and
  - (b) provide the DCC or equivalent with regular reports on the use of consultants/contractors in the Directorate.
- B11.6 To assist in the promotion of permanent employment for employees, the Directorate will ensure that the employees of any consultants/contractors the Directorate proposes to engage receive fair and reasonable pay and conditions, having regard to any applicable industrial instruments, including awards and enterprise agreements.

### **B12 Filling a Nominally Vacant Position Exceeding Twelve Months**

- B12.1 Where a position has been nominally vacant for a continuous period exceeding twelve months, the head of service will consult with the Directorate Consultative Committee on the circumstances for this and the feasibility of proceeding to fill the position on a permanent basis.

### **B13 Notice of Termination**

- B13.1 Where an employee's employment is to be terminated at the initiative of the employee, the employee will provide written notice of their resignation from the Directorate to the head of service at least two weeks prior to the proposed date of the resignation.
- B13.2 The period of notice required in subclause B13.1 may be reduced by agreement in writing between the employee and the head of service.

## **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 the Directorate on 18 August 2011 and who separated from the ACTPS before the commencement of this Agreement will be paid any difference between the rate of pay under clause C2 of this Agreement and the rate which the former employee was paid in the same classification on separation. Any monies paid to the employee by the Directorate on separation will be adjusted in the same manner as the rate of pay.

### **C3 Method of Payment**

- C3.1 Employees will be paid fortnightly in arrears and by electronic funds transfer into a financial institution account of the employee's choice.
- C3.2 The Directorate commits to paying employees their ordinary fortnightly pay and allowances on the appropriate payday. The Directorate also commits to paying any shift penalties, overtime payments and higher duties allowance as soon as reasonably possible but not later than within two pay periods of the appropriate authorisation having been received by the relevant corporate area.
- C3.3 The ordinary fortnightly pay will be based on the following formula:  
Fortnightly pay = annual rate of pay x 12 / 313
- C3.4 A part-time employee will be paid pro-rata based on the employee's agreed ordinary hours.
- C3.5 An employee will, with the approval of the head of service, 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 head of service will not be unreasonably withheld.

### **C4 Payroll Deduction for Union Fees**

- C4.1 Upon request by the union, the Directorate will facilitate arrangements for payroll deductions for union fees. The Directorate 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 Increments**

- C5.1 A person who is engaged by the Directorate, or an employee who is promoted or is approved to perform the duties of a higher office, is entitled to be paid at the first pay point for the classification level.
- C5.2 Despite C5.1, the head of service may approve a person who is engaged by the Directorate, or an employee who is promoted or approved to receive higher duties allowance, to be paid at a higher pay point within that classification level.

- C5.3 Increments apply to both an employee's permanent and higher duties classification. When an employee has completed twelve months higher duties within a twenty four month period an increment will be paid and all further instances of higher duties will be paid at this level.
- C5.4 Previous service at a higher duties pay must be considered when determining a pay point should the employee be promoted to that classification, and will be used to determine the date at which increments fall due.
- C5.5 An employee is entitled (subject to there being no Underperformance or Discipline action undertaken in accordance with Section H – Workplace Behaviours) to be paid an annual increment on and from the relevant anniversary of the date of commencement in the position for the employee concerned.
- C5.6 Accelerated incremental advancement may occur as follows:
- (a) a person who is engaged by the Directorate, or an employee who is promoted or approved to perform higher duties, may be paid at a higher pay point within that classification level.
  - (b) the head of service may approve the payment of additional accelerated increments to the employee:
    - i. at the time annual incremental advancement is due: i.e., at the time an employee is eligible for annual incremental advancement (either in the substantive or higher duties position), or
    - ii. at any other time between periods of annual incremental advancement, subject to a maximum of two additional increments within the classification range being awarded to the employee in a twelve month period (excluding any additional increments awarded to the employee on commencement in the position in accordance with subclause C5.2).
  - (c) where an employee is awarded additional accelerated increments over the twelve month period between the payments of annual increments in accordance with paragraph C5.6 (b), the employee is still eligible for the payment of an annual increment, and the date of effect of the annual increment will remain unchanged.
- C5.7 In considering whether to approve payment at a higher pay point (as per subclause C5.2), or accelerated advancement (as per subclause C5.6), the head of service 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.

## **C6 Graduate and Cadet Programs, Traineeships, and Apprenticeships**

- C6.1 Rates of pay for employees engaged in Graduate and Cadet Programs, Traineeships, and Apprenticeships are set out at Annex A to this Agreement.

## **C7 Higher Duties Allowance**

- C7.1 Higher Duties Allowance (HDA) is payable to an officer who is directed to temporarily perform the duties of a position with a higher classification.
- C7.2 An officer who is acting in a position with up to a maximum pay of an ASO 6 or equivalent, for a period of one day or more, will be paid HDA for that period.
- C7.3 An officer acting in a position with a pay or maximum pay greater than the maximum pay of an ASO6 or equivalent will be paid HDA for a period of five consecutive days or more. This payment will occur from day one, provided the total period of higher duties is five days or more.

- C7.4 Where the officer on temporary transfer is to perform the full duties of the higher position, HDA is calculated as the difference between the staff member's current pay and a point in the pay range of the higher position determined by the head of service in accordance with clause C5.
- C7.5 Where the officer is performing only part of the duties of the higher position and the higher position is at least two levels above the officer's current substantive level, payment of partial HDA may be agreed between the manager/supervisor and the officer, prior to the commencement of the temporary transfer.
- C7.6 The rate of payment for partial HDA will be a point in the pay range(s) of the intervening level(s). The head of service's decision on the rate of payment of partial HDA will take into account the specified part of the duties of the higher position that the officer is to perform.
- C7.7 An officer receiving HDA is entitled to normal incremental progression for the officer's substantive position. This increment gained while performing HDA is maintained upon the officer ceasing the higher duties.
- C7.8 Previous higher duties service will be considered in determining the appropriate pay point for future periods of higher duties.
- C7.9 If a position is expected to be available for a period of six months or longer the position must be advertised in the gazette.
- C7.10 Periods of higher duties should not normally extend beyond twelve months. If after twelve months the position is nominally vacant it will be advertised unless there are exceptional circumstances.
- C7.11 Nothing in this clause will restrict casual or temporary employees performing duties of a higher office in accordance with the PSM Act and the PSM Standards.

## **C8 Payment for Shift Workers**

### ***Payment of Shift Penalties***

- C8.1 An employee who is a shift worker and who is rostered to perform and performs ordinary duty on a shift, any part of which falls between the hours of 6:00 pm and 6:30 am, will be paid an additional 15% of the employee's ordinary hourly rate of pay, for that shift.
- C8.2 An employee who is a shift worker and who is required to work ordinary hours continuously for a period exceeding four weeks on a shift falling wholly within the hours of 6:00 pm and 8:00 am, will be paid an additional 30% of the ordinary hourly rate of pay for that shift.
- C8.3 The additional payment prescribed by this clause will not be taken into account in the computation of overtime or in the determination of any allowance based upon pay. The additional payment will not be paid for any shift for which any other form of penalty payment is made under this Agreement, or under the provisions of the PSM Act or the PSM Standards under which the employee is employed.

### ***Payment Whilst on Annual Leave***

- C8.4 Additional payment for shift duty, as provided by this clause, is to be made in respect of any such duty that an employee would have performed had the employee not been on approved annual leave.

### ***Payment for Shift Duty on a Saturday***

- C8.5 For all rostered time of ordinary duty performed between midnight on Friday and midnight on Saturday by an employee to whom this clause applies, an employee will be entitled to an additional payment of 50% of the employee's ordinary hourly rate of pay.

### ***Payment for Shift Duty on a Sunday***

- C8.6 For all rostered time of ordinary duty performed between midnight on Saturday and midnight on Sunday by an employee to whom this clause applies, an employee will be entitled to an additional payment of 100% of the employee's ordinary hourly rate of pay.

***Payment for Shift Duty on a Public Holiday***

- C8.7 For all rostered time of ordinary duty performed between midnight on the day before a public holiday, as described in clause F10, and midnight on the public holiday, by an employee to whom this clause applies, an employee will be entitled to an additional payment of 150% of the employee's ordinary hourly rate of pay.

## **C9 Overtime**

***Eligibility for Payment of Overtime***

- C9.1 An employee may be required or requested to work reasonable additional hours of duty at any time that the employee is required, subject to the payment for overtime in accordance with the conditions set out in this clause, and the reasonable additional hours provisions of the FW Act.
- C9.2 Overtime rates will be payable for duty that the head of service requires an employee to perform on any day from Monday to Friday inclusive, which is worked:
- (a) in the case of a non-shift employee only, before 7.00 a.m. and/or after 7.00 p.m. (or such other span of hours as may have been agreed under subclause B4.8); or
  - (b) in the case of a non-shift employee only, between 7.00 a.m. and 7.00 p.m. (or such other span of hours as may have been agreed under subclause B4.8) but beyond the employee's ordinary daily hours, and which is not worked under the flexitime provisions at clause B6; or
  - (c) in the case of a shift worker only, beyond the employee's ordinary hours of work, and which is not worked under the provisions of clause B8.
- C9.3 Overtime rates are payable for all duty that the head of service requires an employee to perform on a Saturday, Sunday or Public Holiday that is in addition to the employee's ordinary weekly hours of work.
- C9.4 Subclauses C9.1 to C9.3 apply to employees up to and equivalent to the top incremental point of the AS06 or equivalent.
- C9.5 Except with the approval of the head of service, an employee who occupies a position with a classification having an annual pay of a Senior Officer Grade C (or equivalent) or higher is not eligible to receive payment under this clause.
- C9.6 Overtime approved under subclause C9.5 for Senior Officers will be calculated at the maximum hourly overtime rate for an AS06 for any senior officer, or other employee whose substantive pay exceeds the highest pay point of an AS06. At the request of the employee, hours worked outside normal working hours may be taken as time in lieu on an hour for hour basis.

***Minimum Attendance for Overtime***

- C9.7 Where an employee is required to perform overtime duty that is not continuous with ordinary duty the minimum period of overtime payable for each separate overtime attendance is four hours.
- C9.8 For the purposes of subclause C9.7 meal periods do not break continuity of duty.
- C9.9 Where an overtime attendance that is not continuous with ordinary duty involves duty both before and after midnight and a higher overtime rate applies on one of the days covered by the overtime attendance, the minimum payment will be calculated at the higher rate.
- C9.10 Where an employee on an on call or close call situation as provided for in clause C13 or clause C14, the minimum payment for overtime will be three hours or one hour in accordance with subclauses C13.6 or C14.8 or C13.10 or C14.12 respectively.

***Payment of Overtime***

- C9.11 For the purposes of calculating overtime payments, each day or shift will stand-alone.
- C9.12 An employee's annual pay for the purpose of calculating the overtime payment, will include higher duties allowance and/or any allowance that is payable for all purposes.
- C9.13 Overtime payment rates for overtime worked on any day from Monday to Saturday inclusive, are:

***Time and a Half***

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

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

***Double Time***

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

for any further overtime worked on that day/shift.

***Sunday Rate of Payment***

- C9.14 An employee who works overtime on a Sunday will be paid a rate of double time at the employee's ordinary hourly rate of pay for all time worked.

***Public Holiday Rate of Payment***

- C9.15 An employee who works overtime on a public holiday or on a substituted public holiday as defined in clause F10 of this Agreement will be paid a total rate of double time and a half at the employee's ordinary hourly rate of pay for all time worked.

***Alternatives to Payment of Overtime***

- C9.16 Where agreed between the manager/supervisor and the employee, the employee will be granted time off instead of overtime.

**C10 Overtime Meal Allowance*****Eligibility for Meal Allowance***

- C10.1 An employee who works overtime is entitled to payment of overtime meal allowance where the overtime is worked:
- 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
  - after the completion of the employee's ordinary hours of duty for the day, and after a break for a meal which occurs after that completion and where the employee is not entitled to payment for that break; or
  - 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
  - on a Saturday, Sunday or public holiday, in addition to the employee's normal weekly hours of duty, extending beyond a meal break and where the employee is not entitled to payment for that break.

***Meal Periods***

- C10.2 For the purposes of subclause C10.1 a meal period will mean the following periods:
- 7.00 a.m. to 9.00 a.m.;
  - 12 noon to 2.00 p.m.;

- (c) 6.00 p.m. to 7.00 p.m.; and
- (d) midnight to 1.00 a.m.

C10.3 The rate of pay for overtime meal allowance is set out in Annex C.

C10.4 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. The rate payable under this clause is in substitution for the rate in Annex C.

### **C11 Rest Relief after Overtime**

C11.1 In this clause employee refers to employees other than casual employees.

C11.2 Unless the head of service directs an employee to report for duty earlier, the employee must have a continuous period of eight hours off duty between ceasing overtime duty following normal duty one day, and commencing normal daily hours of work the following day.

C11.3 An employee is entitled to be absent from duty, without loss of pay, until the employee has been off duty for a continuous period of eight hours plus reasonable travel time.

C11.4 If an employee is required by the head of service 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.

C11.5 The provisions of subclauses C11.1 to C11.4 do not apply to overtime worked in the circumstances covered by clause C16 unless the actual time worked (excluding travelling time) is at least three hours on each call.

### **C12 Payment for Public Holiday Duty**

C12.1 An employee who is not a shift worker and who works on a public holiday for a period that is:

- (a) not in excess of the employee's ordinary weekly hours; and
- (b) not outside of the employee's limit of daily hours; and
- (c) not in excess of the employee's ordinary daily hours

will be entitled to an additional payment of 150% of the employee's ordinary hourly rate of pay.

### **C13 On-Call Allowances**

C13.1 Where an employee is required or directed, prior to ceasing duty, by the employee's manager/supervisor to be contactable and available to be recalled to duty within a reasonable time outside the employee's ordinary hours of duty (a restricted situation), the employee will be entitled to be paid an on-call allowance of:

- (a) ten percent of the employee's hourly rate of pay for each hour of on-call Monday to Friday;
- (b) fifteen percent of the employee's hourly rate of pay for each hour of on-call on Saturday and Sunday;
- (c) twenty percent of the employee's hourly rate of pay for each hour of on-call on public holidays and accrued days off.

C13.2 An employee's pay for the purpose of calculation of payment under this clause will include higher duties allowance and other allowances in the nature of pay.

C13.3 Employees at the ASO 6 (or equivalent) classification and below will be eligible for payment of the on-

call allowance. However, the head of service may approve payment of the on-call allowance to employees above this level in exceptional circumstances.

- C13.4 Where approval has been made for payment under subclause C13.3 to an employee above the ASO6 (or equivalent) classification, the hourly rate of pay will be the maximum of the ASO6 (or equivalent) classification.
- C13.5 The on-call allowance is not payable for any period that the employee does not hold himself or herself at the required degree of readiness to be recalled to duty.
- C13.6 Where an employee who had been placed in an on-call situation is recalled to duty at the Directorate's place of work, the employee will be paid at the applicable overtime rates, subject to a minimum payment of three hours overtime being made to the employee.
- C13.7 The provisions of clause C16 will not apply where an employee is recalled to duty while on on-call.
- C13.8 The on-call allowance is not payable for any period of time where overtime payments are made. Therefore, if the employee performs a period of duty for which overtime is payable, the on-call allowance is not paid for a period equal to the overtime period.
- C13.9 "Recalled to duty at the Directorate's place of work" means a recall to perform duty at any designated place of work and is not limited to a recall to perform at the employee's usual place of work. For example, a tradesperson may have a usual place of work, but while the tradesperson is restricted the tradesperson might be recalled to perform duty at a number of different places of work.
- C13.10 Where an employee who has been placed in an on-call situation is recalled for duty, but is not required to be recalled to the Directorate's place of work (for example, where an employee is able to access computer systems at home via remote access), the employee will be paid at the applicable overtime rates, subject to a minimum payment of one hour overtime being made to the employee.
- C13.11 If a recall to duty attracts a minimum overtime payment, subsequent recalls will attract a further minimum overtime payment(s) only if the employee commences after the minimum payment period has elapsed. For the purposes of this clause, the minimum payment period is either three hours or one hour, as set out in subclauses C13.6 and C13.10, from the commencement of the recall to duty that attracts the overtime payment.

#### **C14 Close Call Allowance**

- C14.1 Where an employee is required or directed, prior to ceasing duty, by the employee's supervisor to be contactable and available for immediate recall to duty outside the employee's ordinary hours of duty (a close call situation), the employee will be entitled to be paid a close call allowance of:
- (a) twenty percent of the employee's hourly rate of pay for each hour of close-call Monday to Friday; or
  - (b) thirty percent of the employee's hourly rate of pay for each hour of close-call on Saturday and Sunday; or
  - (c) forty percent of the employee's hourly rate of pay for each hour of close-call on public holidays and accrued days off.
- C14.2 An employee placed in a close call situation must:
- (a) remain within a radius of thirty minutes vehicle travelling time from the work site; and
  - (b) commence the return to work journey immediately on being recalled, being within five minutes from time of recall.
- C14.3 The head of service may, in special circumstances, allow an employee who cannot meet these requirements to be deemed to be on close call if the employee is able to return to the worksite within

forty-five minutes from the time of recall.

- C14.4 An employee’s pay for the purpose of calculation of payment under this clause will include higher duties allowance and other allowances in the nature of pay.
- C14.5 Employees at the ASO 6 range (or equivalent) and below will be eligible for payment of the close call allowance. However, the head of service may approve payment of the close call allowance to employees above this level in exceptional circumstances.
- C14.6 Where approval has been made for payment under subclause C14.5 to an employee above the ASO6 (or equivalent) classification, the hourly rate of pay will be the maximum of the ASO6 (or equivalent) classification.
- C14.7 The close call allowance is not payable for any period that the employee does not hold himself or herself at the required degree of readiness to be recalled to duty.
- C14.8 Where an employee who has been in a close call situation is recalled to duty at the Directorate’s place of work, the employee will be paid at the applicable overtime rates, subject to a minimum payment of three hours overtime being made to the employee.
- C14.9 The provisions of clause C16 will not apply where an employee is recalled to duty while on close call.
- C14.10 Where the employee performs a period of duty for which overtime is payable, the close call allowance is not paid for a period equal to the overtime period.
- C14.11 “Recalled to duty at the Directorate’s place of work” means a recall to perform duty at any designated place of work and is not limited to a recall to perform at the employee’s usual place of work. For example, a tradesperson may have a usual place of work, but while the tradesperson is in a close-call situation the tradesperson might be recalled to perform duty at a number of different places of work.
- C14.12 Where an employee who had been placed in a close call situation is recalled for duty, but is not required to be recalled to the Directorate’s place of work (for example, where an employee is able to access computer systems at home via remote access), the employee will be paid at the applicable overtime rates, subject to a minimum payment of one hour being made to the employee.
- C14.13 If a recall to duty attracts a minimum overtime payment, subsequent recalls will attract a further minimum overtime payment(s) only if the employee commences after the minimum payment period has elapsed. For the purposes of this clause, the minimum payment period is either three hours or one hour, as set out in subclauses C14.8 and C14.12, from the commencement of the recall to duty that attracts the overtime payment.

### **C15 Rest Relief for On-Call or Close Call Situations**

- C15.1 Where an employee who had been placed in an on-call or close call situation under clause C13 or clause C14 is recalled to duty, the employee must, other than in exceptional circumstances, be given a genuine opportunity for having eight continuous hours rest in the twenty four hour period where there is a recall to duty.
- C15.2 In addition to the eight hours rest relief, the employee must be allowed reasonable time to travel to and from the employee’s place of work.
- C15.3 In exceptional circumstances, if an employee is required by the head of service to resume or continue ordinary work time without having the rest relief as set out in subclause C15.1, plus reasonable travelling time, the employee must:
- (a) be paid an additional single time at the employee’s ordinary hourly rate of pay until the employee is released from duty for that period; and

- (b) the employee will then be entitled to be absent until the employee has had eight consecutive hours off duty plus reasonable travelling time, without loss of pay for any ordinary working time occurring during that absence.

C15.4 There is a need for appropriate roster management processes to enable the effective implementation of subclause C15.1.

### **C16 Emergency Duty**

C16.1 Where an employee is called on duty to meet an emergency at a time when the employee would not ordinarily have been on duty, and no notice of such call was given to the employee prior to ceasing ordinary duty, the employee will be paid for such emergency duty.

C16.2 The time for which payment will be made under this clause will include time necessarily spent in travelling to and from duty.

C16.3 The minimum payment under this clause will be two hours.

C16.4 The rate of payment for emergency duty will be double time at the employee’s ordinary hourly rate of pay.

C16.5 This clause does not apply to employees whose duty for the day is varied by alteration of the commencement of the scheduled shift to meet an emergency.

### **C17 Other Allowances**

C17.1 Expense, disability and skill related allowances provided for in this Agreement are set out in Annex C.

C17.2 The rates for all allowances provided for in Annex C of this Agreement will be adjusted by the rate of increases in pay in accordance with subclause C2.2.

C17.3 Despite clause C1, part-time and casual employees who satisfy the requirements for payment of an expense-related allowance will receive the full amount of allowance or payment prescribed in Annex C.

C17.4 Part-time and casual employees who satisfy the requirements for payment of a disability or skill related allowance under this Agreement will receive the allowance on a proportional basis.

C17.5 Allowances payable to casual employees under this Agreement are not subject to the loading prescribed in subclause B9.2.

C17.6 The following allowances, detailed in Annex C, may apply to any ACTPS employee:

- (a) Overtime Meal allowance
- (b) First Aid allowance
- (c) Linguistic Availability/Performance allowance
- (d) Intermittent Driving Duties allowance
- (e) Excess Fares and Travelling Time
- (f) Motor Vehicle allowance and Additional Rates of Motor Vehicle allowance.

### **C18 Reimbursement of Reasonable Relocation Expenses**

C18.1 The purpose of this reimbursement is to provide financial assistance to employees recruited from interstate or overseas who are engaged on a permanent or long term temporary basis.

C18.2 The head of service may approve a reimbursement payment to a prospective employee as the head of service 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	\$2,000

(first six dependants)	
Additional payment per dependant (seventh and further dependants)	\$1,750

- C18.3 The head of service will inform the prospective employee of the predetermined ceiling prior to the prospective employee's relocation.
- C18.4 In order for a prospective employee to be reimbursed costs, valid receipted tax invoices must be provided.
- C18.5 For the purposes of this clause, dependant does not require actual financial dependency and includes members of the prospective employee's immediate household including a domestic partner, parent, parent of domestic partner, brother, sister, guardian, foster parent, step-parent, step-brother, half-brother, step-sister, half-sister, child, foster child or step child residing with the employee at the time the offer is made.
- C18.6 The head of service may approve payment in excess of the approved amount or ceiling in exceptional circumstances.
- C18.7 In the event that the employee terminates their employment with the Directorate within eighteen months of the date of appointment and does not commence employment with another ACTPS Directorate within one month, the employee may be required by the head of service to repay:
- (a) in the case the employee terminates employment within twelve months from the date of appointment – 100% of the relocation reimbursement; or
  - (b) in the case the employee terminates employment more than twelve months and less than eighteen months from the date of appointment – 50% of the relocation reimbursement.

### **C19 Mature Age Payment**

- C19.1 Where the head of service considers that an employee has the knowledge, skills and experience that are essential for the Directorate to retain, the head of service 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 precludes the payment of employer superannuation contributions; or
  - (c) an employee is aged between sixty five and seventy years and the employee does not meet the work test (as defined by relevant superannuation legislation and rules).
- C19.2 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 their manager/supervisor to seek to cease the mature age payment and to arrange to resume employer superannuation contributions for funds of choice.
- C19.3 The date of effect for resumption of employer superannuation contributions under clause C19.2 will be from the next available pay day after the mature age payment ceases.

## **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 Directorate.
- D1.5 The head of service will continue to provide appropriate information to employees concerning salary sacrifice arrangements.

### **D2 Special Employment Arrangements**

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

### **D3 Classification/Work Value Review**

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

#### **D4 Supported Wage System**

- D4.1 Employees who are assessed as eligible to receive a supported wage under subclause D4.2 are to be paid the percentage of pay that corresponds to the employee's assessed productive capacity and the class of work which the person is performing, provided that the minimum amount payable is not to be less than 10% of the second adult point of the ASO 1 pay range per week.
- D4.2 The Directorate 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 D4.1.

#### **D5 Overpayments**

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

Directorate’s Financial Instructions, relating to the waiver and write off of monies, will apply.

## **D6 Underpayments**

- D6.1 Where the head of service 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 head of service receiving the request.
- D6.2 Where a shift penalty, overtime payment or higher duties allowance is not made within two pay periods of the appropriate authorisation having been received by the relevant corporate area, and the employee requests, an offline payment for the amount owing will be made to the employee within three working days of the head of service receiving the request.

## **D7 ACTPS Classification Review and Single Salary Spine**

- D7.1 The Chief Minister and Cabinet Directorate, in consultation with the Directorate, will jointly undertake a review of the classification structure in the ACTPS with nominated union representatives.
- D7.2 The purpose of the review, in order of priority, is to:
- (a) recommend the most effective way of creating a new vocational stream structure, particularly in relation to identified classifications/categories of workers within a building trades stream, metal trades stream, technical professional stream, legal professional stream and a health professional stream;
  - (b) recommend the appropriate market based salary levels for each proposed vocational stream;
  - (c) consider the most effective way of moving to a single salary spine for the ACTPS;
  - (d) simplify and reduce current classifications wherever possible across the ACTPS by taking into account conditions of employment and other relevant comparators, including market rates and comparators that are considered pertinent to the skills, competencies and general responsibilities required of positions; and
  - (e) recommend an implementation process and related transitional arrangements.
- D7.3 Any consultancy engaged to conduct the review will be agreed to between the Chief Minister and Cabinet Directorate and the unions and all draft reports will be provided to the Chief Minister and Cabinet Directorate and the unions.
- D7.4 No employee will be disadvantaged by the outcomes of the review.
- D7.5 The review will commence as soon as a project plan is agreed. The plan will include a staging of the review elements which recognises the particular emphasis being given to trades; technical professional; health professional and legal professional fields.
- D7.6 The vocational stream review and the single salary spine review and the ACTPS classification review will be completed by 31 December 2011.
- D7.7 The outcomes of the three reviews will be implemented within the Directorate only with joint agreement between the nominated union representatives and the Chief Minister and Cabinet Directorate.
- D7.8 If agreement is reached on the implementation process and related transitional arrangements there is nothing to prevent the implementation of some elements of the review’s recommendations during the life of this enterprise agreement.
- D7.9 In the event that agreement is not reached as per subclause D7.8 then the Directorate or any union(s) covered by this Agreement may refer the matter to FWA in accordance with clause G2.

## **Section E - Flexible Working Arrangements and Employee Support**

### **E1 Work and Life Balance**

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

### **E2 Request for Flexible Working Arrangements**

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

### **E3 Employees with Caring Responsibilities**

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

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

#### **E4 Management of Excessive Hours**

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

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

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

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

***Variation to Part-Time Hours***

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

**E6 Job Sharing**

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

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

- E7.1 Subject to this clause, the head of service will approve an application by an officer employed on a full-time basis who returns to work after accessing maternity leave, primary caregiver leave or parental leave, to work on a part-time basis for a period of up to three years from the birth, adoption of a child or granting of parental responsibility of a foster child.
- E7.2 An application by an officer to access part-time work under this clause will only be approved where the officer agrees, where necessary, to become unattached.
- E7.3 The maximum aggregate period of part-time employment that may be approved for an officer under subclause E7.1 is seven years.
- E7.4 Either the officer who accesses primary care giver leave under clause F16, or the mother who is entitled to and accesses maternity leave under clause F14 will be entitled to access part-time employment as provided in subclause E7.1.
- E7.5 The pattern of hours and days and commencement and cessation times for part-time work will be agreed between the officer and the officer’s manager/supervisor and recorded in writing.

**E8 Home Based Work**

- E8.1 The diverse nature of work conducted in the ACTPS lends itself to a range of working environments. From time to time workplaces will include work undertaken in the field and in the home.
- E8.2 Home-based work, on a regular basis, is a voluntary arrangement that requires the agreement of both the head of service and the employee. The head of service will consider requests by employees for home based work, having regard to operational requirements and the suitability of the work.
- E8.3 In determining appropriate home based work arrangements, the head of service 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 head of service 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 head of service.
- E8.6 There may also be occasions where it is appropriate for an employee to work from home on an ad hoc basis. In these circumstances, arrangements to work from home are to be negotiated on a case-by-case basis between the employee and the manager/supervisor.
- E8.7 The Directorate will provide home computing facilities where an employee and the employee’s manager/supervisor agree there is a need for such facilities. Provision of equipment by the Directorate will be subject to workplace health and safety requirements and to an assessment of technical needs by

the manager/supervisor.

### **E9 Employee Assistance Program**

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

### **E10 Scheduling of Meetings**

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

### **E11 Vacation Childcare Subsidy**

- E11.1 This clause applies to an employee (other than a casual employee or a temporary employee who has been engaged by the Directorate 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 head of service 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 invoice.

- E11.2 An accredited school holiday program is a program approved and/or subsidised by a State, Territory or Local Government.

- E11.3 The payment will apply only on the days when the employee is at work.

- E11.4 The payment will be made regardless of the length of time the child is in the program each day, but it cannot exceed the actual cost incurred.

- E11.5 An employee whose domestic partner receives a similar benefit from the partner's employer is not eligible for the payment.

### **E12 Family Care Costs**

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

### **E13 Nursing Mothers**

- E13.1 Employees who are breastfeeding will be provided with the facilities and support necessary to enable such employees to combine a continuation of such breastfeeding with the employee's employment.

- E13.2 Where practicable the Directorate will establish and maintain a room for nursing mothers. Where there is no room available another appropriate space may be used.

- E13.3 Up to one hour, per day/shift, paid lactation breaks will be available for nursing mothers.

### **E14 Transfer of Medically Unfit Staff**

- E14.1 This clause does not apply to casual employees.

- E14.2 A medically unfit employee is an employee who is considered by the head of service, in accordance with paragraph (a), sub-section 143(1) of the PSM Act, to be an employee who is unable to perform duties

appropriate to the employee's classification because of physical or mental incapacity.

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

### **E15 Childcare Feasibility Study**

- E15.1 A study is being undertaken into the feasibility of establishing childcare facilities for use by ACTPS 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 head of service 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 head of service 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 head of service will consult with the employee to determine mutually convenient alternative arrangements.

### F3 Leave Below One Day

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

### F4 Personal Leave

#### *Purpose*

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

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

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

#### *Eligibility*

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

#### *Entitlement*

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

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

F4.6 On engagement under the PSM Act, employees will have any personal leave credit with an organisation that is recognised for prior service purposes, added to the employee's personal leave credit. In order to be recognised for personal leave purposes, the previous service must meet requirements specified in the PSM Standards. On the employee's normal accrual date, the employee will then receive personal leave in accordance with subclause F4.14 or, following the implementation of daily accrual, the employee will receive personal leave in accordance with subclause F4.11.

F4.7 If a person is retired from the Service on grounds of invalidity, and is re-appointed as a result of action taken under the *Superannuation Act 1976* or the *Superannuation Act 1990*, they are entitled to be re-credited with unused personal leave credit held prior to the invalidity retirement.

F4.8 Except for a short term temporary employee and an employee to whom subclause F4.6 applies, an employee's personal leave balance will be credited with an equivalent of 3.6 weeks of personal leave on the day they commence with the Territory.

Daily Accrual implementation

- F4.9 The Directorate will move to daily accrual of personal leave as soon as the HR system can be reconfigured. The head of service will consult with Directorate 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.
- F4.10 To avoid doubt, following the implementation of daily accrual of personal leave in accordance with subclause F4.9, subclauses F4.14 and F4.15, will cease to operate and subclause F4.6 will operate only as it relates to the daily accrual of personal leave
- F4.11 Despite subclause F4.8, from the day of commencement, an employee's personal leave accrues on a daily basis according to the formula set out below:  
 $(A \times B \times D) / C = \text{total hours of leave accrued per day, where:}$   
 A = number of ordinary hours per week worked; and  
 B = one where the day counts as service or zero where the day does not count as service;  
 C = number of calendar days in the year; and  
 D = number of weeks of personal leave an employee is entitled to a year (i.e. 3.6 weeks).
- F4.12 The accrual calculated in subclause F4.11 will be credited to the employee progressively on a fortnightly basis.

Until Daily Accrual is Implemented

- F4.13 Until daily accrual is implemented the provisions contained in subclauses F4.14 to F4.15 will apply.
- F4.14 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.
- F4.15 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.
- F4.16 A part-time officer or part-time temporary employee will accrue personal leave calculated on a pro-rata basis.

Short-term Temporary Employees

- F4.17 A short term temporary employee will be credited with one week of personal leave after four weeks continuous service and 0.2 weeks of personal leave for each subsequent four weeks of continuous service up to a maximum of two weeks in the employee's first twelve months of service.
- F4.18 After twelve months continuous service short-term temporary employees will receive 5.2 weeks of personal leave with pay. For every subsequent twelve months of service, short-term temporary employees will receive personal leave in accordance with subclause F4.14.
- F4.19 A short-term temporary employee subsequently appointed under the PSM Act prior to completing twelve months service will be credited with 3.6 weeks of personal leave less any personal leave with pay granted under subclause F4.17. For subsequent accruals that short-term temporary employee will receive personal leave on the same basis as an officer on the anniversary of the commencement of their employment.

When Personal Leave Credits Have Been Exhausted

- F4.20 Where personal leave credits have been exhausted, the head of service 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.
- F4.21 Despite subclause F4.20, the head of service may allow an officer, in the first ten years of service, when the officer provides documentary evidence that the officer has a personal illness or injury, to anticipate up to a maximum of 3.6 weeks paid personal leave where all full pay personal leave credits are exhausted.

- F4.22 Temporary employees are not entitled to anticipate personal leave but may be granted up to an aggregate of twenty days without pay in the first twelve months.
- F4.23 The head of service may, where such treatment is justified, grant an officer who has completed ten years of service an additional period of paid personal leave for personal illness or injury. This leave may be at either full or half pay. Such leave will not be granted if the absence is due to a condition for which the officer is receiving compensation under the *Safety, Rehabilitation and Compensation Act 1988*.

Other Provisions

- F4.24 An employee in receipt of workers compensation for more than forty five weeks will accrue personal leave on the basis of hours actually worked.
- F4.25 Unused personal leave credit will not be paid out on cessation of employment.

***Evidence and Conditions***

- F4.26 An employee should discuss with their manager/supervisor, as soon as practicable, their intention to be absent on personal leave.
- F4.27 The head of service may grant personal leave if they are satisfied there is sufficient cause, having considered any requested or required documentary evidence.
- F4.28 The head of service 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 head of service a certificate.
- F4.29 If documentary evidence is not produced when an employee applies for leave, the head of service 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.
- F4.30 Following the implementation of daily accrual of personal leave, the head of service 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
- F4.31 The head of service 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.
- F4.32 Paid personal leave may be granted up to an employee's available personal leave credit.
- F4.33 Subject to the production of documentary evidence, the head of service 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.
- F4.34 The head of service must not grant personal leave for an absence caused by the misconduct of the employee. The head of service may determine that an absence caused by the misconduct does not count as service for any purpose.

- F4.35 The head of service must approve an application for up to five days of personal leave applied for in conjunction with a period of bonding leave.
- F4.36 The head of service may refer an employee for a medical examination by a nominated registered medical practitioner at any time for reasons including where:
- (a) the head of service 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 head of service 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.
- F4.37 The head of service may require the employee to take personal leave after considering the results of a medical examination requested by the head of service.

***Rate of Payment***

- F4.38 Personal leave will be granted with pay except where it is granted without pay under subclauses:
- (a) F4.20; or
  - (b) F4.33.
- F4.39 Subject to the approval of the head of service, 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.
- F4.40 Any personal leave taken must be deducted from the employee's credit.

***Effect on Other Entitlements***

- F4.41 Personal leave with pay will count as service for all purposes.
- F4.42 Personal leave without pay, other than provided for at subclause F4.33, will count as service for all purposes.
- F4.43 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.
- F4.44 While personal leave will not be deducted over the Christmas shutdown period, the Christmas shutdown does not break continuity of the period of absence in relation to the maximum period/s of leave under subclause F4.33.

***Access to Other Leave Entitlements***

- F4.45 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; or
  - (g) accrued day off; and
- who produces a certificate from a registered health professional operating within their scope of practice, may apply for personal leave.

- F4.46 Where an employee is on a form of leave specified in subclauses F4.45 and:
- (a) the employee is subsequently granted personal leave in accordance with subclause F4.45; 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.
- F4.47 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.
- F4.48 If the employee has exhausted all paid personal leave, personal leave without pay cannot be substituted for unpaid maternity leave.
- F4.49 If an ill or injured employee exhausts the employee's paid personal leave entitlement and produces documentary evidence, as per subclause F4.28, as evidence of continuing personal illness or injury, the employee may apply to the head of service for approval to take annual leave or long service leave. If approved, this leave will not break the continuity of the 78 weeks under subclause F4.33.

### **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 head of service 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 and 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 head of service 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 head of service may grant that employee personal leave during that period.
- F6.2 The employee may also apply for the absence or a part of it to be deducted from their annual leave credit.

### **F7 Annual Leave**

#### ***Purpose***

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

#### ***Eligibility***

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

#### ***Entitlement***

- F7.3 An employee may be granted annual leave up to their available credit from the first day of service.
- F7.4 Annual leave is cumulative.

- F7.5 An employee's annual leave credit accrues on a daily basis according to the formula set out below:  
 $(A \times B \times D) / C = \text{total hours of leave accrued per day, where:}$   
 A = number of ordinary hours per week worked; and  
 B = one where the day counts as service or zero where the day does not count as service or is an unauthorised absence;  
 C = number of calendar days in the year; and  
 D = number of weeks of annual leave an employee is entitled to a year.
- F7.6 For the purpose of subclause F7.5 the basic leave entitlement is:  
 (a) in the case of 36.75 hour workers, 147 hours annual leave for each full year worked; or  
 (b) in the case of 38 hour workers, 152 hours annual leave for each full year worked.
- F7.7 Shift workers who are regularly rostered to work on Sunday and work at least ten Sundays in a year will be entitled to an additional five days of paid annual leave per year.
- F7.8 Shift workers rostered to work on less than ten Sundays during which annual leave will accrue will be entitled to additional annual leave at the rate of one tenth of a working week for each Sunday so rostered.
- F7.9 If an employee moves from one ACTPS Directorate to another, annual leave accrued with the first Directorate will transfer to the second Directorate.
- F7.10 An annual leave credit does not accrue to an employee if the employee is absent from duty on leave for specified defence service, or full-time defence service. If the employee resumes duty after a period of specified defence service, annual leave will accrue from the date the employee resumes duty.
- F7.11 Employees will receive payment on separation from the Directorate of any unused annual leave entitlement.
- Evidence and Conditions***
- F7.12 Employees are encouraged to use their annual leave in the year that it accrues, and to this end should discuss their leave intentions with their manager/supervisor as soon as practicable.
- F7.13 An employee must make an application to the head of service to access their annual leave entitlement.
- F7.14 Having considered the requirements of this clause the head of service may approve an employee's application to access annual leave.
- F7.15 The head of service should approve an employee's application to take annual leave, subject to operational requirements.
- F7.16 If the head of service does not approve an employee's application for annual leave because of operational requirements, the head of service will consult with the employee to determine a mutually convenient alternative time (or times) for the employee to take the leave.
- F7.17 The head of service 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 head of service will consult with the employee to determine the time (or times) for the annual leave to be taken that is mutually convenient to both the administrative unit and the employee.
- F7.18 If an employee's annual leave is cancelled without reasonable notice, or an employee is recalled to duty from leave, the employee will be entitled to be reimbursed reasonable travel costs and incidental expenses not otherwise recoverable under any insurance or from any other source.

- F7.19 If the operations of the Directorate, or part of the Directorate, are suspended at Christmas or another holiday period, the head of service may direct an employee to take annual leave at a time that is convenient to the working of the Directorate, whether or not an application for leave has been made. However, this does not affect any other entitlements to leave under this Agreement.
- F7.20 If an employee has accrued two years worth of annual leave credits and unless exceptional operational circumstances exist, the employee and relevant manager/supervisor must agree, and implement an annual leave usage plan to ensure the employee's accrued leave credit will not exceed a two and a half years worth of annual leave credit.
- F7.21 If an employee does not agree to a reasonable annual leave usage plan the head of service may direct an employee who has accrued two and a half years worth of annual leave credit to take annual leave to the extent that the employee's annual leave credit exceeds two and a half years worth of credit, subject to giving the employee one calendar month notice. This clause does not apply to an employee who is on graduated return to work following compensation leave.
- F7.22 An employee who has an annual leave credit in excess of 2.5 years of entitlement:
- (a) at the commencement of the Agreement; or
  - (b) on joining, or returning to, the Directorate; or
  - (c) on returning to duty from compensation leave;
- will have twelve months to reduce the employee's annual leave balance to 2.5 years of entitlement or below.
- F7.23 An employee may not be directed under subclause F7.21 to take annual leave where the employee has made an application for a period of annual leave equal to or greater than the period specified in subclause F7.21 in the past six months and the application was not approved. The manager/supervisor and the employee may agree to vary an annual leave usage plan.

***Rate of Payment***

- F7.24 Annual leave will be granted with pay.
- F7.25 Payment for the annual leave will be based on the employee's ordinary hourly rate of pay, including allowances that count for all purposes for the time the leave is taken. If an employee is being paid HDA before going on paid leave and would have continued to receive HDA had they not taken leave then the employee is entitled to payment of HDA during the leave.
- F7.26 Annual leave may be granted at half pay with credits to be deducted on the same basis.

***Effect on Other Entitlements***

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

***Access to other Leave Entitlements***

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

***Payment in Lieu of Annual Leave***

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

**F8 Annual Leave Loading*****Purpose***

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

***Eligibility***

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

***Entitlement***

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

***Evidence and Conditions***

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

***Rate of Payment***

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

## **F9 Purchased Leave**

### ***Purpose***

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

### ***Eligibility***

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

### ***Entitlement***

- F9.3 Employees may purchase leave in addition to the employee's usual annual leave entitlement, up to a maximum of twelve weeks in any twelve month period, subject to head of service approval.
- F9.4 An employee may apply, at any time, to the head of service for approval to participate in the purchased leave scheme.
- F9.5 The application must specify the amount of leave to be purchased in whole weeks up to a maximum of twelve weeks in any twelve month period, and the period over which the additional leave is to be acquitted.
- F9.6 Approval by the head of service for an employee to purchase and use purchased leave, is subject to both the operational requirements of the workplace and the personal responsibilities of the employee.
- F9.7 Approval to purchase additional leave will not be given where an employee has an annual leave balance of two and a half years worth of annual leave credit or more, except where the employee intends to use all excess annual leave credit before taking purchased leave.
- F9.8 Once an employee commences participation in the scheme, the employee may only opt out of the scheme before the expiration of the agreed acquittal period, where:
- (a) the employee can demonstrate, in writing, that exceptional circumstances exist, such as unforeseen financial hardship, and the head of service agrees; or
  - (b) the employee's employment with the Directorate ceases before the expiration of the agreed acquittal period; or
  - (c) the employee proceeds on paid maternity or primary care giver leave.
- F9.9 If an employee transfers from one ACTPS Directorate to another ACTPS Directorate during the agreed acquittal period, the employee's continuation in the purchased leave scheme will be subject to the separate approval of the head of service of the gaining Directorate. 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***

- F9.10 An employee should discuss with their manager/supervisor, as soon practicable, their intention to be absent on purchased leave.
- F9.11 An employee must make an application to the head of service to access their purchased leave entitlement.
- F9.12 Having considered the requirements of this clause the head of service may approve an employee's application to access purchased leave. A decision not to approve the leave must be made in accordance with subclause F2.1.
- F9.13 Approval by the head of service to grant purchased leave will be subject to the operational requirements of the workplace, the personal responsibilities of the employee and appropriate periods of notice.

F9.14 A minimum of one week of purchased leave must be taken at any one time unless the remaining balance is less than one week or the head of service is satisfied, on evidence presented, there are exceptional circumstances which warrant purchased leave being taken in shorter periods.

F9.15 Purchased leave must be used within the agreed acquittal period, not exceeding twelve months from the date of commencement in the scheme. Purchased leave not taken within the agreed acquittal period will be forfeited and the value of the leave refunded to the employee at the end of the acquittal period.

***Rate of Payment***

F9.16 While an employee is on a period of purchased leave the employee will be paid at the rate of pay used to calculate the employee's deduction.

F9.17 Purchased leave will be paid for by a fortnightly deduction from the employee's pay over an agreed acquittal period not exceeding twelve months from the date the employee commences participation in the scheme.

F9.18 Fortnightly deductions, from the employee's pay, will commence as soon as practicable following approval of the employee's application to participate in the purchased leave scheme. The deductions will be calculated on the employee's pay at the date of commencement of participation in the scheme, the amount of leave to be purchased and the agreed acquittal period.

F9.19 Despite F9.18, if the employee's pay changes during the acquittal period the employee may seek approval for the deduction to be recalculated.

F9.20 Fortnightly tax deductions will be calculated on the employee's gross pay after the deduction has been made for purchased leave.

F9.21 Subject to subclause F9.22, allowances in the nature of pay may be included in the calculation of purchased leave payments where:

- (a) the head of service and the employee agree any or all of these allowances are appropriate; and
- (b) there is the likelihood the allowance will continue to be received over the duration of the acquittal period.

F9.22 Disability allowances, which are paid according to the hours worked, cannot be included for the purposes of calculating purchased leave payments.

***Effect on Other Entitlements***

F9.23 Leave taken as purchased leave will count as service for all purposes.

F9.24 Public Holidays for which the employee is entitled to payment that fall during periods of absence on purchased leave will be paid as a normal public holiday and will not be deducted from the employee's purchased leave balance.

F9.25 Purchased leave will not affect the payment and timing of pay increments or the accrual of other forms of leave.

F9.26 The purchase of additional leave under this clause will not affect the superannuation obligations of the Directorate and/or the employee involved.

***Access to other Leave Entitlements***

F9.27 Where an employee provides a certificate from a registered health professional operating within their scope of practice for a personal illness occurring during a period of absence on purchased leave, the employee will have the purchased leave re-credited for that period covered by the certificate, and substituted by personal leave.

- F9.28 An employee participating in the scheme who proceeds on paid maternity or primary care giver’s leave will elect to, either:
- (a) exit the purchased leave scheme and have any money owing refunded; or
  - (b) subject to subclause F9.29, remain in the scheme and have pay deductions continue during the period of paid maternity or primary care giver’s leave.
- F9.29 Purchased leave taken during an employee’s absence on maternity or primary care giver’s leave will not extend the employee’s total period of maternity leave or primary care giver’s leave.
- F9.30 An employee participating in the scheme who is in receipt of paid workers’ compensation will have pay deductions for purchased leave continue. Normal conditions for purchased leave will apply for employees on graduated return to work programs; however entry into the scheme should be discussed with the rehabilitation case manager.

## **F10 Public Holidays**

### ***Eligibility***

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

### ***Entitlement***

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

### ***Rate of Payment***

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

***Effect on Other Entitlements***

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

**F11 Christmas Shutdown*****Purpose***

- F11.1 Christmas shutdown is provided for operational efficiency and the wellbeing of employees.

***Eligibility***

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

***Entitlement***

- F11.3 Employees are entitled to two days of leave during the Christmas shutdown period, which are the working days between 28 December and 31 December inclusive.
- F11.4 Only those employees who are directed or rostered to work during this period may attend for work over the Christmas shutdown period.
- F11.5 Employees who are working during the Christmas shutdown period will be entitled to either:
- (a) take paid absence equivalent to the time worked at a time agreed between the employee and the relevant manager/supervisor; or
  - (b) elect to receive a payment equivalent to the time worked at a rate equal to the pay the employee received for working, or would have received had the employee worked.
- F11.6 Part time employees whose regular part time hours do not fall during the Christmas shutdown period will not be entitled to the additional two days of paid leave. Nothing in this clause is intended to reduce or increase a part time employee's pay entitlement for the pay period in which the Christmas shutdown period falls.

***Rate of Payment***

- F11.7 Christmas shutdown leave is granted with pay.

***Effect on Other Entitlements***

- F11.8 Christmas shutdown leave counts as service for all purposes.
- F11.9 Where an employee is required to work overtime on either of the Christmas shutdown days the employee will be entitled to receive payment. These days are not public holidays and therefore public holiday rates do not apply.

**F12 Compassionate Leave*****Purpose***

- F12.1 Compassionate leave is available to employees to enable them be absent from duty when a member of an employee's immediate family or household:
- (a) has a personal illness or injury that poses a serious threat to the person's life; or
  - (b) dies.

***Eligibility***

F12.2 Compassionate leave is available to all employees.

***Entitlement***

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

F12.4 Compassionate leave is non-cumulative.

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

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

***Evidence and Conditions***

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

F12.8 An employee must make an application to the head of service to access compassionate leave.

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

F12.10 Having met the requirements of this clause, the head of service will approve an employee's application to access compassionate leave.

F12.11 If the employee has not provided the evidence requested under subclause F12.9, a decision not to approve the leave may be taken in accordance with subclause F2.1.

***Rate of Payment***

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

***Effect on Other Entitlements***

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

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

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

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

***Access to Other Leave Entitlements***

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

## **F13 Community Service Leave**

### ***Purpose***

- F13.1 Community service leave is available to employees to allow them to be absent from the workplace to engage in the following community service activities:
- (a) jury service (including attendance for jury selection) that is required by or under a law of the Commonwealth, a State or a Territory; or
  - (b) a voluntary emergency management activity; or
  - (c) other recognised voluntary community service activity.

### **Jury Service**

#### ***Eligibility***

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

#### ***Entitlement***

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

#### ***Evidence and Conditions***

- F13.4 Although the granting of community service leave for jury service is deemed to be approved, an employee must:
- (a) submit a leave application for the period of the absence; and
  - (b) provide sufficient documentary evidence of the reason for the absence.

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

#### ***Rate of Payment***

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

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

#### ***Effect on Other Entitlements***

- F13.8 Community service leave for jury service will count as service for all purposes.
- F13.9 Public holidays for which the employee is entitled to payment that fall during periods of absence on paid community service leave for jury service will be paid as a normal public holiday and will not be considered to be community service leave for jury service.

### **Voluntary Emergency Management**

#### ***Eligibility***

- F13.10 An employee who is a member of a relevant emergency service, including:
- (a) a State or Territory Emergency Service;
  - (b) a fire-fighting service;
  - (c) a search and rescue unit; or
  - (d) other volunteer service performing similar functions
- is eligible for community service leave for voluntary emergency management.
- F13.11 A casual employee who is a member of a relevant emergency service is eligible to unpaid community service leave for voluntary emergency management service.

***Entitlement***

- F13.12 Eligible employees are entitled to be absent on unpaid leave to engage in a voluntary emergency management activities, subject to operational requirements in the workplace.
- F13.13 Eligible employees, other than casual employees, are eligible for up to four days paid community service leave for voluntary emergency management per emergency.
- F13.14 Community service leave for voluntary emergency management is non-cumulative.

***Evidence and Conditions***

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

***Rate of Payment***

- F13.20 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***

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

***Additional Leave***

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

**Voluntary Community Service*****Eligibility***

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

***Entitlement***

- F13.25 Employees, other than casual employees, are entitled to up to three days of paid leave for community service leave to engage in a recognised voluntary community service activity within a twelve month period.

- F13.26 Community service leave for voluntary community service is non-cumulative.
- F13.27 An employee may be granted unpaid community service leave to engage in a recognised voluntary community service activity, subject to operational requirements in the workplace.

***Evidence and Conditions***

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

***Rate of Payment***

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

***Effect on Other Entitlements***

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

***Access to Other Leave Entitlements***

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

## **F14 Maternity Leave**

### ***Purpose***

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

### ***Eligibility***

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

### ***Eligibility – Paid Maternity Leave***

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

### ***Entitlement***

- F14.7 An eligible employee is entitled to be absent for up to fifty two weeks maternity leave for each pregnancy.
- F14.8 Subject to subclause F14.4, an employee who is eligible for paid maternity leave is entitled to be paid for the first eighteen weeks of maternity leave and this entitlement is in addition to the Federal paid parental leave scheme.
- F14.9 Maternity leave is non-cumulative.
- F14.10 Subject to subclauses F14.12 and F14.13, an employee who is eligible for maternity leave must absent herself from duty for a period commencing six weeks prior to the expected date of birth of the child and ending six weeks after the actual date of birth of the child.
- F14.11 An eligible employee's period of maternity leave will commence:
- (a) subject to subclause F14.12, six weeks prior to the expected date of birth of the child; or
  - (b) on the birth of the child (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 maternity leave.
- F14.12 An employee who produces medical evidence from a registered medical practitioner that she is fit for duty until a date less than six weeks prior to the expected date of birth of the child may continue to work up until a date recommended by the medical practitioner, subject to the approval of the head of service.

- F14.13 An employee who has given birth to a child and produces medical evidence from a registered medical practitioner that she is fit for duty from a date less than six weeks after the date of birth of the child may resume duty on a date recommended by the medical practitioner, subject to the approval of the head of service.
- F14.14 An employee who has given birth to a child may resume duty following the end of the six week period after the birth of the child and earlier than the end of the approved period of maternity leave subject to the approval of the head of service.
- F14.15 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***

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

***Rate of Payment***

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

***Effect on Other Entitlements***

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

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

***Access to Other Leave Entitlements***

- F14.29 An application by an employee for long service leave or annual leave during a period that would otherwise be an unpaid period of maternity leave will be granted to the extent of available entitlements.
- F14.30 Subject to subclause F4.45, an application by an employee for personal leave during a period that would otherwise be an unpaid period of maternity leave will be granted subject to the employee providing a certificate from a registered health professional operating within their scope of practice to the extent of available entitlements.

***Keep in Touch Arrangements***

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

## **F15 Special Maternity Leave**

***Purpose***

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

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

***Eligibility***

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

***Entitlement***

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

***Evidence and Conditions***

- F15.4 The employee must provide the head of service with notice that they are taking special maternity leave. The notice must be given as soon as practicable (which may be after the leave has started); and should include the period, or expected period, of the leave.
- F15.5 An employee must submit an application to the head of service for any period of special maternity leave. Having considered the requirements of this clause the head of service will approve an employee's application to access special maternity leave.

- F15.6 An employee who has given notice that special maternity leave will be (or is being) taken must provide reasonable evidence of the purpose for taking leave. This evidence may include a medical certificate from a registered medical practitioner.

***Rate of Payment***

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

***Effect on Other Entitlements***

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

***Access to Other Leave Entitlements***

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

## **F16 Primary Care Giver Leave**

***Purpose***

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

***Eligibility***

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

***Entitlement***

- F16.6 An eligible employee is entitled to eighteen weeks of paid leave in relation to each birth, adoption or care and protection order.
- F16.7 Primary care giver leave is non-cumulative.
- F16.8 An employee is entitled to return to work in accordance with the provisions in National Employment Standards of the FW Act.

***Evidence and Conditions***

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

- F16.10 An employee must make an application to the head of service to access their primary care giver leave.
- F16.11 The employee must provide the head of service with appropriate evidence concerning the reasons for and circumstances under which the primary care giver leave application is made, which may include:
- (a) a certificate from a registered health professional operating within their scope of practice relating to the expected date of birth of a child; or
  - (b) a birth certificate; or
  - (c) documents from an adoption authority concerning the proposed adoption of a child; or
  - (d) documents relating to the court orders granting parental responsibility of a foster child until the child reaches the age of eighteen.
- F16.12 In all cases details of leave being taken by the employee’s domestic partner must be provided.
- F16.13 Before granting primary care giver leave, the head of service must be satisfied that the employee demonstrates that they are the primary care giver.  
 Example 1: The primary care giver may be the father of the newborn child.  
 Example 2: The primary care giver may be the domestic partner of the newborn child’s mother.  
 Example 3: The primary care giver may be a kinship Carer or foster Carer with parental responsibility until the child reaches the age of eighteen years.
- F16.14 For the purposes of this clause a newborn is considered to be a baby of up to fourteen weeks old. In extenuating circumstances, the head of service may approve primary care giver leave when a newborn is more than fourteen weeks old. For an adopted or fostered child, primary care giver leave may commence from the date the employee assumes responsibility for the child but not after fourteen weeks of the adoption or foster care placement. Additionally, the child must be under the age of eighteen on the day of adoption, kinship, or foster care placement for leave to be approved.
- F16.15 Having considered the requirements of this clause the head of service will approve an employee’s application to access primary care giver leave.
- F16.16 The total combined entitlement under this clause and the maternity leave clause, and equivalent clauses in any other ACTPS enterprise agreement, is eighteen weeks of paid leave in relation to the birth, adoption or fostering arrangement.
- F16.17 Primary care giver leave may be taken in any combination with maternity leave provided that the mother and the other employee entitled to primary care giver leave do not take these forms of paid leave concurrently.

***Rate of Payment***

- F16.18 Primary care giver leave will be granted with pay.
- F16.19 The rate of payment to be paid to the employee during a paid period of primary care giver leave is the same rate as would be paid if the employee was granted personal leave.
- F16.20 Primary care giver leave may be granted in any combination of full or half pay, with credits to be deducted on the same basis. The maximum paid period is up to thirty six weeks at half pay.

***Effect on Other Entitlements***

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

***Access to Other Leave Entitlements***

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

***Keep in Touch Arrangements***

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

**F17 Parental Leave*****Purpose***

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

***Eligibility***

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

***Entitlement***

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

***Evidence and Conditions***

- F17.5 An employee should discuss with their manager/supervisor, as soon as practicable, their intention to be absent on parental leave.
- F17.6 An employee must make an application to the head of service to access their unpaid parental leave entitlement.
- F17.7 Having considered the requirements of this clause the head of service will approve an employee's application to access parental leave.
- F17.8 The employee must provide the head of service with appropriate evidence concerning the reasons for and circumstances under which the unpaid parental leave application is made, which may include:
- (a) a birth certificate; or
  - (b) documents from an adoption authority concerning the adoption of a child; or
  - (c) documents relating to the court orders granting parental responsibility of a fostered child until the child reaches the age of eighteen.

- F17.9 The head of service will not grant parental leave if the employee’s domestic partner is on parental leave and is an employee of the ACTPS.

***Rate of Payment***

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

***Effect on Other Entitlements***

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

***Access to Other Leave Entitlements***

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

***Keep in Touch Arrangements***

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

## **F18 Bonding Leave**

***Purpose***

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

***Eligibility***

- F18.2 Bonding leave is available to employees other than casual employees at the time of the child’s birth, adoption, foster care or granting of enduring parental responsibility due to a care and protection order by the employee’s domestic partner.
- F18.3 An employee who is eligible for paid maternity leave or primary care giver leave is not entitled to bonding leave.
- F18.4 If an employee, other than a casual employee, is granted short-term parental responsibility of a child through and in accordance with a care and protection order, providing the child is under the age of eighteen on the day of placement, the employee may access paid bonding leave.

***Entitlement***

- F18.5 Under this clause, an employee is entitled to be absent for a maximum of two weeks (ten days) at, or near, the time of the birth, adoption or care and protection order. The maximum absence may be increased by a further five days of personal leave for bonding purposes as per subclause **F4.35**.

- F18.6 Bonding leave is non-cumulative.
- F18.7 Bonding leave must be taken as a single ten day block. The five days of personal leave accessed as per subclause F4.35 may be taken at any time up to fourteen weeks from the date of the birth, adoption or care and protection order.
- F18.8 Where an employee's domestic partner is also an ACTPS employee this leave may be taken concurrently with the domestic partner receiving maternity or primary caregiver leave.

***Evidence and Conditions***

- F18.9 An employee should discuss with their manager/supervisor, as soon as practicable, their intention to be absent on bonding leave.
- F18.11 Bonding leave will be approved subject only to the head of service being satisfied that the eligibility requirements have been met; however an employee must submit an application to the head of service for any period of bonding leave.
- F18.12 The employee must provide the head of service with appropriate evidence concerning the circumstances under which the bonding leave application is made, which may include:
- (a) a medical certificate relating to the expected date of birth of a child; or
  - (b) a birth certificate; or
  - (c) documents from an adoption authority concerning the proposed adoption of a child; or
  - (d) documents relating to the court orders granting parental responsibility of a fostered child until the child reaches the age of eighteen.
- F18.13 Unless the head of service determines that exceptional circumstances apply bonding leave will not be approved to care for:
- (a) a baby over the age of fourteen weeks; or
  - (b) an adopted or fostered child over the age of eighteen on the day of placement.

***Rate of Payment***

- F18.14 Bonding leave will be granted with pay.
- F18.15 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***

- F18.16 Bonding leave will count as service for all purposes.
- F18.17 Public holidays for which the employee is entitled to payment that fall during periods of absence on bonding leave will be paid as a normal public holiday and will not extend the maximum period of bonding leave.

## **F19 Grandparental leave**

***Purpose***

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

***Eligibility***

- F19.2 Grandparental leave is available to employees other than casual employees and employees on probation.
- F19.3 To be eligible for grandparental leave, the baby or child which the employee is providing care for must be:
- (a) their grandchild; or
  - (b) their step-grandchild; or

- (c) their adopted grandchild; or
- (d) a child for whom the employee’s child has parental or caring responsibility authorised under a law of a State or Territory.

### ***Entitlement***

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

### ***Evidence and Conditions***

- F19.9 An employee should discuss with their manager/supervisor, as soon as practicable, their intention to be absent on grandparental leave.
- F19.10 An employee must make an application to the head of service to access their grandparental leave entitlement, and must include details of the period, or expected period, of the absence.
- F19.11 Having considered the requirements of this clause the head of service may approve an employee’s application to access grandparental leave. A decision not to approve the leave will be taken in accordance with subclause F2.1.
- F19.12 The head of service should not approve an application for grandparental leave where an employee has an annual leave balance in excess of eight weeks.
- F19.13 An application for grandparental leave must include evidence in the form of:
- (a) a statutory declaration or a medical certificate confirming the birth or the expected date of the birth of the grandchild; or
  - (b) the grandchild’s adoption certificate or a statutory declaration confirming the adoption of the grandchild; or
  - (c) a letter or a statutory declaration confirming that there is an authorised care situation.
- F19.14 If both grandparents are employees of the ACTPS either grandparent may be granted leave but the leave may not be taken concurrently

### ***Rate of Payment***

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

### ***Effect on Other Entitlements***

- F19.16 Employees cannot engage in outside employment during a period of grandparental leave without the prior approval of the head of service.
- F19.17 Grandparental leave will count as service for all purposes except the accrual of annual leave and personal leave.

- F19.18 Grandparental leave will not break continuity of service.
- F19.19 Public holidays for which the employee would otherwise have been entitled to payment that fall during periods of absence on grandparental leave will not be paid as a normal public holiday.

***Access to Other Leave Entitlements***

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

***Unattachment***

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

## **F20 Other Leave**

***Purpose***

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

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

***Eligibility***

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

***Entitlement***

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

***Evidence and Conditions***

- F20.5 An employee should discuss with their manager/supervisor, as soon as practicable, their intention to be absent on a form of other leave, including the reasons for the absence and the period, or expected period, of the absence.
- F20.6 An employee must make an application to the head of service to access a form of other leave.
- F20.7 Having considered the requirements of this clause the head of service 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 subclause F2.1.
- F20.8 The employee must, if requested by the head of service, provide sufficient documentary evidence supporting the reason for the absence.
- F20.9 When considering requests for other leave, the head of service will take into account:
- (a) the employee's circumstances;
  - (b) community norms and obligations;
  - (c) the operational requirements of the workplace;
  - (d) other available leave options;

- (e) any conditions on the entitlement as defined in Annex D.

***Rate of Payment***

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

***Effect on Other Entitlements***

- F20.11 A period of other leave will count as service in accordance with Annex D.
- F20.12 Public holidays for which the employee is entitled to payment that fall during periods of absence on other paid leave will be paid as a normal public holiday and will not reduce an entitlement of the employee to other leave under Annex D.

***Access to Other Leave Entitlements***

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

***Unattachment***

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

## **F21 Long Service Leave**

- F21.1 The eligibility requirements and entitlements for long service leave under the PSM Standards apply subject to the provisions of this clause.
- F21.2 The head of service may grant long service leave to an employee to the extent of that employee's pro-rata long service leave credits after seven years eligible service.
- F21.3 Where an employee whose period of employment is less than seven years but not less than one year:
- (a) ceases to be an employee, otherwise than because of the employee's death, on, or after, the employee attaining the minimum retiring age; or
  - (b) ceases to be an employee because of the employee's redundancy; or
  - (c) ceases to be an employee and satisfies the head of service that the employee so ceasing is due to ill health of such a nature as to justify the employee so ceasing
- the head of service will authorise payment to the employee under this subsection in accordance with Part 4.3 of the PSM Standards.
- F21.4 Employees will receive payment on separation of any pro-rata entitlements after seven years eligible service.
- F21.5 If an employee whose period of employment is not less than one year dies, the head of service 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.
- F21.6 The parties recognise and 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 days/shifts if the employees so request; and
  - (b) long service leave may be taken on double, full or half pay when approved by the head of service and subject to operational requirements, with credits to be deducted on the same basis.

## **Section G - Communication and Consultation**

### **G1 Consultation**

- G1.1 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.
- G1.2 Where there are proposals by the Directorate to introduce changes in the organisation or to existing work practices, the head of service will consult with affected employees and the union(s).
- G1.3 The head of service will provide relevant information to assist the employees and the union(s) to understand the reasons for the proposed changes and the likely impact of these changes so that the employees and union(s) are able to contribute to the decision making process.
- G1.4 For the purpose of providing effective consultation:
- (a) adequate time will be provided to employees and the union(s) to consult with the Directorate;
  - (b) an Directorate Consultative Committee (DCC) will be established, with membership to be agreed by the head of service 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 DCC 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 DCC and have membership agreed by the DCC.
- G1.5 The Directorate Consultative Committee will:
- (a) monitor the operation and implementation of this Agreement;
  - (b) consider any proposed new or proposed significant changes to Directorate 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 Directorate;
  - (e) meet at least quarterly, unless otherwise agreed; and
  - (f) have terms of reference agreed to by the members of the DCC.
- G1.6 The Chief Minister and Cabinet Directorate will consult with the union(s) and employees prior to the finalisation of any significant changes or any new provisions in the PSM Act and the PSM Standards and any new service wide policy statements or guidelines that relate to the provisions of this Agreement.

### **G2 Dispute Avoidance/Settlement Procedures**

- G2.1 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.
- G2.2 For the purposes of this clause, except where the contrary intention appears, the term 'parties' refers to 'parties to the dispute'.
- G2.3 All persons covered by this Agreement agree to take reasonable internal steps to prevent, and explore all avenues to seek resolution of, disputes.
- G2.4 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.
- G2.5 In the event there is a dispute, the following processes will apply.

- G2.6 Where appropriate, the relevant employee or the employee’s representative will discuss the matter with the employee’s supervisor. Should the dispute not be resolved, it will proceed to the appropriate management level for resolution.
- G2.7 In instances where the dispute remains unresolved, the next appropriate level of management, the employee, the union or other employee representative will be notified and a meeting will be arranged at which a course of action for resolution of the dispute will be discussed.
- G2.8 If the dispute remains unresolved after this procedure, a party to the dispute may refer the matter to FWA.
- G2.9 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.
- G2.10 FWA may exercise any powers it has under the FW Act as are necessary for the just resolution or determination of the dispute.
- G2.11 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.
- G2.12 All persons involved in the proceedings under subclause G2.9 will participate in good faith.
- G2.13 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.
- G2.14 The parties agree to be bound by a decision made by FWA in accordance with this clause.
- G2.15 However, any party may appeal a decision made by FWA in accordance with the FW Act.
- G2.16 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.
- G2.17 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 head of service 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.

### **G3 Flexibility Term**

- G3.1 The head of service and an individual employee may agree to vary the application of certain provisions of this Agreement to meet the genuine needs of the Directorate and of the individual employee (an individual flexibility arrangement).
- G3.2 The provisions of this Agreement that the head of service and an individual employee may agree to vary through an individual flexibility arrangement are:
- (a) vacation childcare subsidy (subclause E11.1) and
  - (b) family care costs (subclause E12.1); and
  - (c) emergency duty (clause C16).
- G3.3 The head of service 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.
- G3.4 The head of service must ensure that the individual flexibility arrangement:
- (a) identifies the clause in G3.2 of this Agreement that the head of service 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.
- G3.5 An individual flexibility arrangement made under this clause must be genuinely agreed to by the head of service and the individual employee.
- G3.6 Except as provided in paragraph G3.7 (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.
- G3.7 The head of service 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 head of service; and
  - (b) if the employee is under eighteen – by a parent or guardian of the employee.
- G3.8 The head of service must give the employee a copy of an individual flexibility arrangement made under this clause within fourteen days after it is agreed to.
- G3.9 The head of service 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 head of service and the employee agree in writing – at any time.
- G3.10 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 head of service and an individual employee to make an agreement under any other provision of this Agreement.

#### **G4 Freedom of Association**

- G4.1 The Directorate 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 Directorate 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.
- G4.2 Employees in negotiations of any kind are entitled to negotiate collectively where they so choose.
- G4.3 Employees engaging in negotiations of any kind are entitled to be represented by a representative of their choice. The ACT Government will deal with any such representative in good faith.

#### **G5 Work Organisation**

- G5.1 An employee agrees to carry out all lawful and reasonable directions of the head of service 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.
- G5.2 An employee will not, unless this is done in the course of the employee's duties or as required by law or by the Directorate use or disclose to any person any confidential information about the Directorate's business that becomes known to the employee during the employee's employment.
- G5.3 The Directorate will not reveal to any person any medical, financial or personal details of the employee that the Directorate may have obtained, except with the permission of the employee or where the Directorate is under a legal obligation to do so.

#### **G6 Right of Existing and New Employees to Representation in the Workplace**

- G6.1 The Directorate acknowledges the rights of its employees to be represented and to meet with their representatives in the workplace. The Directorate recognises the legitimate right of the union(s) to represent its employees who are members, or eligible to become members of the union(s).
- G6.2 The FW Act prescribes the purpose and manner under which the union(s) may exercise right of entry in the workplace. The Directorate will grant the union(s) access in accordance with the FW Act.
- G6.3 In addition, the Directorate will:
- (a) allow union officials and employees, who are permit holders, to enter Directorate workplaces for normal union business or to represent employees, to meet with management or members and to distribute or post material, provided that work is not disrupted;
  - (b) allow the union(s) to meet with new Directorate 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 head of service agree upon, and of which the head of service will advise the employees;
  - (c) provide all new Directorate employees with some form of induction program, including an induction package containing information about the union(s) which the union(s) has given the Directorate; and
  - (d) invite the union(s) to attend any face to face induction of new Directorate employees, the details of which the head of service 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 Directorate employees.
- G6.4 For the avoidance of doubt, nothing in clause G6.3 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.

## **G7 Co-operation and Facilities for Unions and Other Employee Representatives**

- G7.1 For the purpose of ensuring that union(s) and other employee representatives who are employees of the Directorate can effectively fulfil their employee representative role under this Agreement, the following provisions will apply.
- G7.2 Reasonable access to Directorate 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 Directorate's statutory obligations, operational requirements and resources.
- G7.3 In addition to the Directorate facilities outlined in subclause G7.2, where available, a union or employee representative who is an employee of the Directorate will be able to establish designated Outlook public folders which will provide a collaborative electronic workspace to improve the flow of information.
- G7.4 The use of Directorate facilities will be in accordance with published whole-of-government policies and for matters other than for industrial action.
- G7.5 A union or other employee representative who is an employee of the Directorate 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.

## **G8 Attendance at Industrial Relations Courses and Seminars**

- G8.1 For the purpose of assisting employees in gaining a better understanding of industrial relations issues relating to this Agreement, leave will be granted to employees to attend recognised short training courses or seminars on the following conditions:
- (a) that operating requirements permit the 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 shift and penalty payments or overtime; and
  - (d) each employee will not be granted more than fifteen days/shifts leave in any calendar year.
- G8.2 If the employee has applied for leave under subclause G8.1 and the application was rejected because of operational requirements, approval of any subsequent application for leave by the employee under subclause G8.1 will not be withheld unreasonably, provided that the employee gives the manager/supervisor at least fourteen days/shifts notice in writing.
- G8.3 The Directorate will accept any short course conducted or accredited by a relevant employee organisation (for example, union(s), the Australian Council of Trade Unions or the ACT Trades and Labour Council) as a course to which subclause G8.1 applies.
- G8.4 Leave granted for this purpose will count as service for all purposes.

## **G9 Privatisation**

- G9.1 In order to promote job security of employees, it is agreed that the privatisation of a Government entity may only occur where:
- (a) the entity does not perform a role central to the functions of Government; and
  - (b) disadvantaged groups would not be negatively affected by the privatisation; and
  - (c) a social impact statement has been completed which indicates that there is a demonstrated public benefit from the sale.
- G9.2 In the event that privatisation of the Directorate or a service or services currently supplied by a Directorate is under consideration, consultation will occur on the implications for employees and the Directorate from these proposals.
- G9.3 Where such privatisation is under consideration, the Directorate will provide the necessary reasonable resources to develop an in-house bid and this bid will be prepared either off site or on site as determined by the head of service and subject to consideration on equal terms to any other bid. An independent probity auditor will be appointed by the head of service to oversee the assessment of the in-house bid.

## **G10 Superannuation**

- G10.1 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.

# Section H - Workplace Behaviours

## H1 Introduction

- H1.1 Managers and employees have a common interest in ensuring that workplace behaviours are consistent with, and apply the values and general principles set out in section 9 of the PSM Act.
- H1.2 This involves the development of an ethical and safe workplace in which managers and employees act responsibly and are accountable for their actions and decisions.
- 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, and in a manner that promotes the values and general principles of the ACTPS.
- H1.5 In cases where an allegation of misconduct or underperformance is made, the head of service will initiate a process (the evidence gathering process) to determine whether there is sufficient evidence to support the allegation. Following this process the head of service 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 head of service 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, internal review or appeal process under the previous enterprise agreement (being Disability, Housing and Community Services 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 appeal 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 underperformance by an employee.
- H2.2 This clause applies to all employees, except casual employees. In applying these procedures to officers on probation, or fixed term employees who have been engaged for a continuous unbroken period of less than two years, the head of service 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 manager with the employee at the time that the concerns arise. The manager should offer advice and support to the employee to overcome these concerns. The manager should inform the employee that the following procedures might be invoked if the work performance continues to be unsatisfactory.

- H2.5 These procedures must be applied in accordance with the principles of natural justice and procedural fairness and in a manner that promotes the values and general principles of the ACTPS.
- H2.6 In order to ensure that these procedures operate in a fair and transparent manner, the manager will be responsible for making written or audio records of all relevant discussions under these procedures. The employee must be given the opportunity to comment on any records before signing them.
- H2.7 The Directorate must adhere to record keeping and record disposal requirements of the TR Act and the associated Territory Administrative Records Disposal Schedule.

***Step One: Action Plan***

- H2.8 Where a manager considers that an employee's work performance is not satisfactory and the manager has previously discussed concerns about the employee's performance with the employee and the problem continues or recurs, the manager will inform the employee in writing of this assessment and the reasons for it. The employee will be invited by the manager to provide the manager with written comments on this advice, including any reasons that may have contributed to the recent standard of work performance of the employee.
- H2.9 After taking into account the comments from the employee, the manager must prepare an action plan designed to improve the work performance of the employee.
- H2.10 This action plan will be developed by the manager in consultation with the employee.
- H2.11 The manager will invite the employee to have a union or other employee representative to be present at discussions on developing the action plan and allow reasonable opportunity for this to be arranged.
- H2.12 The action plan will:
- (a) identify the expected standard of work required of the employee on an on-going basis;
  - (b) develop training and development strategies that the employee should undertake, if relevant;
  - (c) outline the potential implications if the employee does not meet the expected standard; and
  - (d) specify an assessment process and period for the action plan (the action plan period), which should not normally be less than one month and should not normally exceed six months.
- H2.13 Any current performance agreement for the employee will be suspended during the period of the action plan. Any incremental advancement for the employee will be suspended during the action plan period.

***Step Two: Regular Assessment***

- H2.14 During the action plan period, the manager will make regular written assessments (desirably every fortnight) of the employee's work performance under the action plan. The employee will be given an opportunity to provide written comments on these assessments.
- H2.15 If the initial action plan was for a period of less than six months, and at the end of that action plan period the manager considers that further time is needed for a fair assessment to be made, then the manager may extend the action plan up to a total period of six months. The manager will inform the employee in writing of this decision before the end of the initial action plan period.

***Step Three: Final Assessment / Report***

- H2.16 If at the end of the action plan period, the manager assesses the work performance of the employee as satisfactory, no further action will be taken under these procedures. The manager will inform the employee in writing of this conclusion.
- H2.17 If at the end of the action plan period, the manager assesses the work performance of the employee as not satisfactory, the manager will provide an assessment report to the head of service.

***Step Four: Underperformance Action***

- H2.18 The head of service will advise the employee in writing:
- (a) of the assessment and reasons for the manager's assessment;
  - (b) of the action or actions (underperformance action) proposed to be taken;
  - (c) that the employee is invited to respond in writing to the proposed action within a specified period (not to be less than twenty four hours or more than seven days).
- H2.19 After considering any response from the employee, the head of service may decide to take one or more of the following underperformance actions under these procedures:
- (a) transfer to other duties (at or below current pay);
  - (b) deferral of increment;
  - (c) reduction in incremental point;
  - (d) temporary or permanent reduction in classification and pay; or
  - (e) termination of employment in accordance with the PSM Act.
- H2.20 The head of service will inform the employee in writing of this decision and the appeal mechanisms available under this Agreement.
- H2.21 At any time after seven calendar days from the date the head of service advised the employee under subclause H2.18, the head of service may take one or more of the underperformance actions outlined in the information provided to the employee under subclause H2.18.
- H2.22 At any time in these procedures, the employee may elect to be retired on the grounds of inefficiency.

**H3 Appeal Rights**

- H3.1 The employee has the right under Section J to appeal any underperformance action taken under subclause H2.21, 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 & 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 officers on probation or fixed term employees who have been engaged for a continuous unbroken period of less than two years, the head of service 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 and in a manner that promotes the values and general principles of the ACTPS.

***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 section 9 of the PSM Act (this may include bullying and harassment or discrimination);
- (b) the employee engages in conduct that has brought, or is likely to bring, the Directorate or ACTPS into disrepute;
- (c) the employee returns to duty after a period of unauthorised absence and does not offer a satisfactory reason on return to work;
- (d) the employee is convicted of a criminal offence or where a court finds that an employee has committed an offence but a conviction is not recorded, taking into account the circumstances and seriousness of the offence, the duties of the employee and the interests of the ACTPS and/or of the Directorate;
- (e) the employee fails to notify the head of service of criminal charges in accordance with clause H10.

**H5 Allegations of Misconduct**

- H5.1 Where misconduct is alleged, the head of service will inform the employee of the allegation unless it is inappropriate to do so. The head of service may immediately transfer the employee to other duties, re-allocate duties away from the employee or suspend the employee with pay. The head of service 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 subclause H5.1, the head of service 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 head of service is of the opinion that the alleged misconduct has not occurred or is not sufficiently serious to warrant an investigation, the manager/supervisor will inform the employee/s concerned that no discipline action will be taken and an investigation is not necessary.
- H5.4 If, after conducting the evidence gathering process, the head of service is of the opinion that the alleged misconduct has occurred but the matter is likely to be resolved informally, the manager/supervisor will discuss the particular behaviour with the employee as soon as possible. The discussion will set out clear expectations of future behaviour and that a recurrence could lead to discipline action. A record of this discussion will be retained. The head of service may also choose to organise mediation between relevant persons.

**H6 Suspension or Reassignment**

- H6.1 Subject to these procedures, the head of service may suspend an employee with pay or without pay where the head of service is satisfied that it is in the public interest, the interests of the ACTPS or the interests of the Directorate 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 procedures applying under sub-clauses H6.3, H6.4 and H6.6 will also apply in circumstances where an employee has been reassigned with pay to other duties following an allegation of misconduct.
- H6.3 The head of service 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 head of service may suspend an employee first and then give the employee the reasons for the suspension and an opportunity to be heard, where, in the head of service’s opinion, this is appropriate in the circumstances.

- H6.4 Whilst suspended with pay an employee will be paid:
- (a) the employee's ordinary hourly rate of pay and any higher duties allowances that would have been paid to the employee for the period they would otherwise have been on duty; and
  - (b) overtime (but not overtime meal allowance) and shift penalty payments where there is a regular and consistent pattern of extra duty or shift work being performed over the previous six months which would have been expected to continue but for the suspension from duty; and
  - (c) any other allowance or payment (including under a Special Employment Arrangement entered into in accordance with Annex B to this Agreement) of a regular or on-going nature that is not conditional on performance of duties.
- H6.5 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 head of service for permission to seek alternate employment outside the ACTPS for the period of the suspension or until the permission is revoked;
  - (c) in cases of demonstrated hardship, the employee may access accrued long service leave and/or annual leave;
  - (d) the employee may apply to the head of service for the suspension to be with pay on the grounds of demonstrated hardship.
- H6.6 The suspension will be reviewed every thirty days unless exceptional circumstances apply.
- H6.7 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.
- H6.8 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 head of service determines otherwise.

## **H7 Investigating Allegations of Misconduct**

- H7.1 If, after conducting the evidence gathering process, the head of service is of the opinion that the alleged misconduct cannot be resolved informally in accordance with subclause H5.4, the head of service 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 head of service 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 head of service.
- H7.5 After considering the report from the investigating officer, the head of service will make a determination on the balance of probabilities as to whether misconduct has occurred.
- H7.6 If the head of service determines that the allegations are unsubstantiated the head of service 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 subclause H4.4, in cases where serious misconduct is found to have occurred, the head of service may immediately terminate the employee's employment without giving the employee five working days within which to respond to the proposed discipline action under paragraph H8.5 (d).
- H8.2 In circumstances where the head of service, following an investigation or full admission by the employee as per H7.2, determines misconduct has occurred, and the head of service considers discipline action is appropriate, one or more of the following actions may be taken in relation to the employee:
- (a) formal counselling of the employee;
  - (b) written warning;
  - (c) written admonishment;
  - (d) a financial penalty;
  - (e) transfer temporarily or permanently to another position at level or to a lower level; or
  - (f) termination of employment in accordance with the PSM Act.
- For the purposes of this clause financial penalties are:
- i. reducing the employees increment level;
  - ii. deferring incremental advancement; and
  - iii. imposing a fine.
- H8.3 In relation to paragraph H8.2 (e), if an employee's classification is reduced as a result of disciplinary action, service before the demotion is not counted towards an increment for any higher duties the employee performs after demotion.
- H8.4 Discipline action taken under these procedures must be proportionate to the degree of misconduct concerned. In determining the appropriate discipline action to be taken, the following factors must be considered:
- (a) the nature and seriousness of the misconduct;
  - (b) the degree of relevance to the employee's duties or to the reputation of the Directorate;
  - (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.
- H8.5 Before taking discipline action, the head of service 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).

- H8.6 After considering the employee’s response to the proposed action, or if the employee has not responded at any time after the period outlined in paragraph H8.5 (d) has lapsed, the head of service may take disciplinary action. The head of service will inform the employee in writing of:
- (a) the final decision regarding discipline action to be taken; and
  - (b) the date of effect and/or, if relevant, the cessation of the action; and
  - (c) the appeal mechanisms that are available under this Agreement.

## **H9 Counselling**

- H9.1 Counselling may also occur outside of the disciplinary/misconduct provisions.
- H9.2 In cases where the manager/supervisor or the head of service considers formal counselling to be the appropriate discipline action, the manager/supervisor or the head of service 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 manager/supervisor or the head of service 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 manager/supervisor or the head of service considers that the employee’s conduct has not improved following formal counselling given in accordance with subclause H9.2, one or more of the discipline actions set out in subclause H8.2 may be taken in relation to the employee, subject to the requirements of subclause H4.4.

## **H10 Criminal Charges**

- H10.1 An employee must advise the head of service in writing of any criminal charges laid against the employee where the employee has reasonable grounds for believing that the interests of the Directorate or of the ACTPS may be adversely affected, taking into account:
- (a) the circumstances and seriousness of the alleged criminal offence; and
  - (b) the employee’s obligations under section 9 of the PSM Act; and
  - (c) the effective management of the employee’s work area; and
  - (d) the integrity and good reputation of the ACTPS and the Directorate; 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 Directorate or of the ACTPS may be adversely affected, the head of service 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 head of service 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 Directorate or the ACTPS, the head of service may take discipline action against the

employee in accordance with clause H8.

### **H11 Right of Appeal**

- H11.1 An employee has the right under Section J to appeal against 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.
- H11.3 The appeal procedures under Section H apply to the exclusion of the rights of appeal and review under the PSM Act and the internal review procedures contained in Section I of this Agreement.

## Section I - Internal Review Procedures

### I1 Objectives and Application

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

### I2 Decisions and Actions Excluded

- I2.1 The following decisions and actions are excluded from the rights of an employee to seek a review under procedures set out in this Section (note this does not preclude the right to seek review under other processes):
  - (a) actions regarding the policy, strategy, nature, scope, resourcing or direction of the ACTPS and agencies (see clause G1 of this Agreement for consultation on these actions);
  - (b) actions arising under Commonwealth or ACT legislation that concern domestic or international security matters;
  - (c) actions regarding superannuation (see relevant superannuation legislation for complaints and appeals, in particular the *Superannuation Industry Superannuation Supervision Act 1993* and the *Superannuation (Resolution of Complaints) Act 1993*);
  - (d) actions regarding workers' compensation (see the *Safety, Rehabilitation and Compensation Act 1988* for reviews and appeals);
  - (e) decisions to terminate the appointment of an officer on probation;
  - (f) decisions on classification of an office (see clause D3 of this Agreement for reviews on classifications);
  - (g) actions arising from the discipline procedures of this Agreement (for appeals about decisions to take discipline action see subclause J1.2 of this Agreement);
  - (h) actions arising from the underperformance procedures of this Agreement (see subclause J1.2 of this Agreement for appeals on these decisions);
  - (i) actions regarding the setting of rates of pay or conditions of employment under an award or agreement made under the FW Act, or under the PSM Act or the PSM Standards;
  - (j) decisions that another employee perform the duties of a higher office for periods up to and including six months (see *clauses J1.2 and J1.3 of this Agreement*);
  - (k) decisions that another employee perform the duties of a higher classification (with a pay less than that of a Senior Officer Grade C or equivalent classification) for periods greater than six months if the vacancy was advertised (see subclause J1.2 of this Agreement for appeals on these decisions);
  - (l) decisions to promote an employee (see subclauses J1.2 and J1.3 of this Agreement for appeals about promotion decisions);
  - (m) decisions to appoint an employee or to engage an employee on a temporary contract;
  - (n) decisions to transfer or promote another employee to an advertised vacancy where the officer or employee was not an applicant (see *clauses J1.2 and J1.3 of this Agreement*);
  - (o) decisions to transfer an employee (see the PSM Act).
- I2.2 Employees may seek a review under this Section of the processes leading to decisions under (k), (l), (m) and (o), and in relation to the process leading to a decision under the PSM Standards to promote an officer after acting for a period of twelve months or more in a position above Administrative Services Officer Class 6 or equivalent classification.

### **I3 Initiating a Review**

- I3.1 Unless it would not be appropriate, an employee should first discuss their concerns about an action or decision with the relevant manager/supervisor with a view to resolving the matter within the workplace before initiating a review under these procedures.
- I3.2 An employee, or the employee’s union or other employee representative, has the right to apply for a review of any action or decision in relation to the employee’s employment, unless the action or decision is specifically excluded under this Section.
- I3.3 An employee, or the employee’s union or other employee representative, may initiate a review under this Section by making an application to the head of service 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 Head of Service Powers and Responsibilities**

- I4.1 Where appropriate, and agreed by the employee who made the application under clause I3, or the employee’s union or other employee representative, the head of service must consider mediation as an option before arranging for a full investigation under subclause I4.3. The mediator will be agreed between the employee and the head of service.
- I4.2 In the event that mediation does take place and that it resolves the issues raised in the application, then no further action is required under these procedures. In that event a formal written statement that the issue has been resolved must be signed by the employee and the head of service.
- I4.3 Subject to subclauses I4.1 and I4.2, the head of service must arrange for an application made under clause I3 to be investigated by an independent person (the nominee) who may be:
- (a) A suitably skilled Directorate employee who was not involved in the original action and who is agreed by the employee or the employee’s union or other employee representative, such agreement not to be withheld unreasonably;
  - (b) a person agreed by the Directorate Consultative Committee nominated from a panel of providers approved by the Commissioner for Public Administration; or
  - (c) A suitably skilled employee from another ACTPS Directorate and who is agreed by the employee or the employee’s union or other employee representative, such agreement not to be withheld unreasonably.
- I4.4 The head of service may determine the process under which an application is reviewed, subject to the principles set out in subclause I4.5.
- I4.5 The nominee must have due regard to the principles of natural justice and procedural fairness and act with as little formality and as quickly as practicable consistent with a fair and proper consideration of the issues. This includes but is not limited to:
- (a) fully informing the employee of all relevant issues and providing access to all relevant documents; and
  - (b) providing reasonable opportunity for the employee to respond; and
  - (c) advising the employee of the employee’s rights to representation.
- I4.6 The nominee may recommend to the head of service that an application should not be considered on any of the following grounds:
- (a) the application concerns a decision or action that is excluded under subclause I2.1; or
  - (b) a period of twenty-eight days has elapsed since the employee was advised of the decision except where extenuating circumstances exist; or

- (c) the employee has made an application regarding the decision to a court or tribunal, or where the nominee believes it is more appropriate that such an application be made; or
- (d) the nominee believes on reasonable grounds that the application:
  - i. is frivolous or vexatious; or
  - ii. is misconceived or lacks substance; or
  - iii. should not be heard for some other compelling reason.

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

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

***Procedures where the Subject of the Application is not an Action of the head of service***

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

I4.10 Where the head of service under subclause I4.7 refers an application for review to another nominee, that nominee must investigate the application. That nominee will then, subject to subclause I4.14, make a written report to the head of service containing recommendations on whether the action that led to the application should be confirmed or varied or that other action be taken. A copy of this report will be provided to the applicant at the same time.

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

I4.12 The head of service, 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 head of service believes is reasonable.

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

***Procedures where the Subject of the Application is an Action of the head of service***

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

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

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

I4.16 The head of service, after considering the report from the Commissioner for Public Administration, may:

- (a) accept any or all of the report's recommendation(s) and take such action as necessary to implement the recommendation(s); or
- (b) not accept the report's recommendation(s) and confirm the original action.

- I4.17 If the head of service does not accept any one of the recommendation(s) of the Commissioner for Public Administration under subclause I4.15, the head of service will:
- (a) provide written reasons to the Commissioner for Public Administration for not accepting the recommendation(s); and
  - (b) provide the applicant, within fourteen days, with written reasons for not accepting the recommendation(s).
- I4.18 If the head of service does not accept any one of the recommendation(s) of the Commissioner for Public Administration under subclause I4.15, the Commissioner may report on this outcome in the Commissioner’s Annual Report.

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

- I5.1 The employee, or the employee’s union or other employee representative, may seek a review of a decision of the head of service under subclause I4.12 or subclause I4.16 by an external tribunal or body, including FWA.
- I5.2 FWA will be empowered to resolve the matter in accordance with the powers and functions set out in clause G2 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 G2.15.

## **Section J - Appeal Mechanism**

### **J1 Objective and Application**

- J1.1 This Section sets out an appeal mechanism for an employee where the employee is not satisfied with the outcome of decisions described in the following clause.
- J1.2 This appeal mechanism will apply to:
- (a) decisions about promotion or temporary performance (for periods in excess of six months) affecting the employee where the employee was an applicant for the position, except decisions made on the unanimous recommendation of a joint selection committee (see PSM Act and PSM Standards );
  - (b) an appeal by any suitably qualified officer about a decision under the PSM Standards to promote another officer after acting for a period of twelve months or more in a position at or below Administrative Service Officer Class 6 (or equivalent classification). (For positions above Administrative Service Officer Class 6 an application may be made for an internal review of the process, see *clause I2.2 of this Agreement*);
  - (c) decisions to take discipline action under Section H of this Agreement, except a decision to terminate the person's employment or a decision to suspend an employee with pay;
  - (d) decisions arising from underperformance action under Section H of this Agreement, except a decision to terminate the person's employment;
  - (e) decisions taken in relation to an employee's eligibility for benefits under clauses K5, K6 and the amount of such benefits, the amount payable by way of income maintenance under clause K9, and the giving of a notice of involuntary redundancy or notice of reduction in classification under clauses K7 and K8;
  - (f) any other decision that is subject to appeal under the PSM Act.
- J1.3 For purposes of paragraph J1.2(a), an appeal may only be made in relation to promotions or higher duties decisions where the pay applicable is any classification with a maximum pay that is less than the minimum pay of a classification equivalent to a Senior Officer Grade C.
- J1.4 An employee may have an entitlement to bring an action under the FWA in respect of any termination of employment under this Agreement. This will be the sole right of review of such an action.

### **J2 Initiating an Appeal**

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

### **J3 Composition of the Appeal Panel**

- J3.1 The head of service will nominate a person, or position, to be the convenor of the Appeal Panel, who may be from the Directorate or from another ACTPS Directorate.
- J3.2 Where an application is received by the convenor of the Appeal Panel in accordance with the requirements set out in subclause J2.1 the convenor of Appeal Panels will set up an Appeal Panel.

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

#### **J4 General Powers and Role of the Appeal Panel**

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

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

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

#### **J6 Powers of the Appeal Panel – Other Matters**

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

- J6.3 In making recommendations to the head of service under subclause J6.1 or to the Commissioner for Public Administration under subclause J6.2, the Appeal Panel:
- (a) must provide the reasons for its recommendations; and
  - (b) may request the head of service or the Commissioner for Public Administration, whichever is applicable, to inform other relevant parties of its recommendations.
- J6.4 The head of service, after considering the report from an Appeal Panel under subclause J6.1, will make a decision on any recommendation in the report and inform the appellant in writing of the reasons for that decision, within fourteen days of receiving the report.
- J6.5 The Commissioner for Public Administration, after considering the report from an Appeal Panel under subclause J6.2, will recommend to the head of service that the decision that is the subject of the application:
- (a) be confirmed; or
  - (b) be varied; or
  - (c) other action taken.
- J6.6 The head of service, after considering the report from the Commissioner for Public Administration, may:
- (a) accept any or all of the report’s recommendation(s) and take such action as necessary to implement the recommendation(s); or
  - (b) not accept the report’s recommendation(s) and confirm the original action.
- J6.7 If the head of service does not accept the recommendations of the Commissioner for Public Administration under subclause J6.5, the head of service will:
- (a) provide written reasons to the Commissioner for Public Administration for not accepting the recommendations; and
  - (b) provide the appellant, within fourteen days, with written reasons for not accepting the recommendations.
- J6.8 If the head of service does not accept the recommendations of the Commissioner for Public Administration under subclause J6.5, the Commissioner may report on this outcome in the Commissioner’s Annual Report.

## **J7 Costs**

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

## **J8 Right of External Review**

- J8.1 The employee or the employee’s union or other representative may seek a review by FWA of a decision of the head of service under subclause J6.4 or subclause J6.7.
- J8.2 FWA will be empowered to resolve the matter in accordance with the powers and functions set out in clause G2 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 G2.15.

## **Section K - Redeployment and Redundancy**

### **K1 Application**

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

### **K2 Definitions**

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

### **K3 Consultation**

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

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

## **K4 Information Provided to the Officer**

### *Informal Advice*

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

### *Formal Notification*

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

## **K5 Voluntary Redundancy**

- K5.1 At the completion of the discussions in accordance with clause K3, the head of service may invite officers to elect to be made voluntarily redundant under this clause.
- K5.2 Where the head of service invites an excess officer to elect to be made voluntarily redundant, the officer will have a maximum of one calendar month from the date of the offer in which to advise the head of service of the officer's election, and the head of service will not give notice of redundancy before the end of the one month period.
- K5.3 Subject to subclause K5.4, where the head of service approves an election to be made redundant and gives the notice of retirement in accordance with the PSM Act, the period of notice will be one month, or five weeks if the officer is over forty-five years old and has completed at least two years continuous service.

K5.4 Where the head of service so directs, or the officer so requests, the officer will be retired at any time within the period of notice under subclause K5.3, and the officer will be paid in lieu of pay for the unexpired portion of the notice period.

## **K6 Severance Benefit**

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

## **K7 Redeployment**

- K7.1 Redeployment of potentially excess and excess officers will be in accordance with the officer's experience, ability and, as far as possible, the officer's career aspirations and wishes.
- K7.2 The head of service will consider potentially excess and excess officers from other ACTPS agencies in isolation for vacancies at the officer's substantive level.
- K7.3 Excess officers (potential or actual) have absolute preference for transfer to positions at the officer's substantive level and must be considered in isolation from other applicants for any vacancy within the ACTPS. An excess officer need only be found suitable or suitable within a reasonable time (generally three to six months) to be transferred to the position. For the purposes of this clause substantive level means the same classification or a classification where the maximum pay does not exceed the top increment of the officer's current classification by more than 10%.
- K7.4 The head of service will make every effort to facilitate the placement of an excess officer, within the service.
- K7.5 The head of service will arrange reasonable training that would assist the excess officer's prospects for redeployment.

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

## **K8 Involuntary Retirement**

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

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

### **K9 Income Maintenance Payment**

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

### **K10 Leave and Expenses to Seek Employment**

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

### **K11 Use of Personal Leave**

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

during certificated personal leave inappropriate.

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

### **K12 Appeals**

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

### **K13 Agreement Not To Prevent Other Action**

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

### **K14 Re-engagement of Previously Retrenched Officers**

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

## **Section L - Management or Government Initiated Transfers**

### **L1 Gaining Employees**

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

## **L2 Preservation of Accrued Entitlements**

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

## **L3 Establishment of a New ACTPS Directorate**

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

## **L4 Appeal Rights**

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

## **Section M – CSD Specific Conditions**

### **M1 Application**

- M1.1 Section M applies to all employees employed in the Community Services Directorate except for Disability Support Officers.

### **M2 OCYFS Frontline Staff Maximum Flextime Credit**

- M2.1 This clause is to be read in conjunction with clause B6 (Flextime). Frontline OCYFS employees, who have client contact, may accrue a maximum flextime credit equal to the employee's fortnightly hours of duty in place of the maximum one week provided for under subclause B6.12.
- M2.2 A full time employee may accrue a maximum flex credit of 73.5 hours. A part time employee with access to flextime may accrue a maximum flex credit equivalent to a pro-rata of the full time maximum flex credit.
- M2.5 The Flexbank credit may be taken in conjunction with accrued flextime, in line with operational requirements and in consultation with the employee's supervisor/manager.

### **M3 Time Off in Lieu (TOIL) and Make-Up Time**

- M3.1 An Employee may elect, with the consent of his/her manager, to make up for short-term absences by working an equivalent period at a later time.
- M3.2 An Employee may elect, with the consent of his/her manager, to work additional time and take an equivalent period as a short-term absence at a later time.
- M3.3 A record of absences and additional time worked under this clause must be kept with the employee's time sheets.
- M3.4 Employees who work Flextime cannot access the 'Time Off in Lieu' or 'Make-Up Time' provisions under this clause.

### **M4 Bimberi Broadbanding**

- M4.1 Despite anything contained elsewhere in this agreement, employees appointed as ASO3 Youth Workers in the Bimberi Youth Justice Centre may be directly promoted to ASO4 level in accordance with the agreed eligibility and assessment criteria.

### **M5 Bimberi and Narrabundah House Paid Meal Break**

- M5.1 Consistent with subclause B5.13 (Meal Break) of the agreement, staff of the Bimberi Youth Justice Centre and Narrabundah House will have a 30 minute meal break within five hours of commencing their shift. Where the meal break is paid, the employee will be required to remain at the workplace and available and ready for recall to duty as required.
- M5.2 Youth Workers at Narrabundah House may be required to take their paid meal break with the individuals in their care.
- M5.3 Where the employee receives a paid meal break, the provisions of subclause B5.17 will not apply.

### **M6 CSD Casuals**

- M6.1 Despite subclause B9.6 (Casual Employment Arrangements-Overtime) a casual employee engaged at CSD is eligible for payment of overtime in respect of all hours worked in excess of eight hours or the length of the shift they are engaged to work, whichever is the greater, on any day or shift.

- M6.2 Where excess hours are not payable as overtime under subclause M6.1, overtime is payable to a casual employee in respect of all hours worked in excess of seventy six hours per paid period.

**M7 Housing ACT Traineeship Program**

- M7.1 Housing ACT will recruit Trainee Housing Managers and Gateway Officers through a merit selection process. A Trainee will commence on probation, as an Administrative Services Officer Class 4 (ASO4).
- M7.2 The Traineeship and Probation will be for a maximum 12 month period and subject to probationary conditions, throughout this period, in accordance with clause B2 (Probation) of this agreement.
- M7.3 On successful completion of the Housing ACT Traineeship Program, the Trainee will be promoted to an Administrative Services Officer Class 5 (ASO5) in the capacity of a Housing Manager or Gateway Officer.

## **Section N – CSD Health Professional Officers/Community Services Professionals**

### **N1 Application**

- N1.1 Section N applies only to those employees classified as Health Professional Officers. Health Professional Officers working in the Office for Children, Youth and Family Support are known as Community Services Professionals.

### **N2 HP3 Personal Upgrade**

- N2.1 The top two pay points of the HP3 may only be accessed once a HP3 has been assessed as meeting the requirements of the Recognition of Excellence Scheme.

### **N3 New Graduates**

- N3.1 All new graduates covered by this Section will enter the structure at the Health Professional 1 level at a salary point commensurate with the required qualification as follows:

- Two year qualification – 1<sup>st</sup> salary point
- Three year qualification – 2<sup>nd</sup> salary point
- Four year qualification – 3<sup>rd</sup> salary point
- Five year qualification – 4<sup>th</sup> salary point
- Six years or more – 5<sup>th</sup> salary point

- N3.2 New graduates will remain at the Health Professional 1 level for a minimum 12 months. This period may extend past twelve months depending on the discipline specific requirements.

- N3.3 Any previous post graduation, supervised and paid experience with another employer, will be recognised for the purposes of subclause N3.2

- N3.4 A new graduate that does not meet the discipline specific requirements to progress to the HP2 level after the relevant new graduate period, will be placed on a 3 month underperformance plan. If the requirements are not met within the three months the employee will be deemed to be unable to fulfil the inherent requirements of the position and may be terminated.

- N3.5 A new graduate that meets the discipline specific requirements at the end of the relevant new graduate period will be directly appointed to the Health Professional 2 level one increment above that previously occupied in the Health Professional 1 level.

- N3.6 A HP1 employed in a registrable profession in Therapy ACT must meet full registration requirements before progressing to HP2 or above.

### **N4 Registration Requirements**

- N4.1 Where a position requires professional registration, a Health Professional must maintain their registration.

- N4.2 If a Health Professional fails to maintain registration they may be deemed to not meet the inherent requirements of the position and may have their employment terminated in accordance with section 502 of the PSM Standards.

### **N5 Overtime/Flextime Arrangements**

- N5.1 For the purpose of clause B6 (Flextime) and clause C9 (Overtime) the following provisions will apply:

- Health Professional 1, Health Professional 2 and Health Professional 3 levels will receive entitlements calculated in the same manner as the entitlements for an employee up to and equivalent to the top increment point of an ASO 6.
- Health Professional 4 will receive the same entitlement as a Senior Officer Grade C.
- Health Professional 5 and Health Professional 6 will receive entitlements calculated in the same manner as entitlements of a Senior Officer Grade B.

N5.2 The head of service may approve the payment of on-call and overtime to employees at or above the Health Professional 4 level where exceptional circumstances exist. The head of service may also approve overtime payments at a rate of payment above the overtime barrier.

### **N6 Streamlined Recruitment**

N6.1 Despite the requirements of Section 65 of the PSM Act, where a shortage of a specific discipline exists, a suitably qualified external person may be directly appointed to a HP1 or HP2 if:

- (a) recent recruitment action, within the past 12 months, has been unsuccessful; and
- (b) the applicant is assessed as suitable by a minimum two person joint selection committee and unanimously agreed by the panel.

N6.2 Appointment in accordance with subclause N6.1 will be on probation and in accordance with clause B2 (Probation).

### **N7 OCYFS Health Professional Qualification Review**

N7.1 Until such time as the Work Level Standards for Community Services Professionals are reviewed, and agreed between the relevant union and the head of service, the Work Level Standards for Health Professional Officers will apply.

N7.2 Relevant tertiary qualifications for Community Services Professionals are Social Work, Psychology, Social Welfare, Social Science or a related discipline.



## **Section O – Disability Support Officers**

### **O1 Application**

- O1.1 Section O only applies to Disability Support Officers (DSO).

### **O2 Salary**

- O2.1 The annual rates of pay for DSOs are at Annex A (Classifications and Rates of Pay).

### **O3 Annual Leave**

- O3.1 Annual leave is taken in accordance with clause F7 (Annual Leave).

#### Block Leave

- O3.2 Disability Support Officers must take a portion of their annual leave as provided in the following provisions:

- (a) a DSO must take a least one ‘planned’ block of annual leave each calendar year. For full time employees this block of leave must extend for as long a period as is necessary so that at least 120 hours is deducted from the annual leave credit for that year. Part-time employees must take a block of leave which is the pro-rata equivalent, in their particular circumstances, of the full time 120 hours; or two ‘planned’ blocks of at least two calendar weeks, together totalling at least 120 rostered hours, within the year in which the leave accrues; and
- (b) employees will be encouraged to utilise the remainder of their credit during the calendar year it accrues to them;
- (c) where an employee and their manager agree, the employee may accumulate leave to be taken for a specific purpose in a future year.

Note: Further information on Leave can also be found in Section F (Leave).

### **O4 Accrued Days Off**

- O4.1 Despite clause B8 (Accrued Days Off), leave will be regarded as a day worked for accrual purposes of the ADO.
- O4.2 If an employee has not worked, or they are not regarded as having worked, a complete cycle of shifts, they will receive pro-rata accrued entitlements for each day worked or regarded as having been worked in such cycle, payable for the ADO.
- O4.3 An employee’s ADO will generally be taken immediately following their rostered days off if they work shifts, or immediately following the weekend if they work Monday to Friday.
- O4.4 Subject to subclause O4.5 only in exceptional circumstances will an employee not take an ADO during the twenty-eight day period in which it accrues. If an ADO is deferred, it must be taken as soon as it is practicable.
- O4.5 An employee’s ADO may be altered during the currency of a roster period by agreement between the Directorate, local management and the employee. If there is no agreement, the Directorate will give the employee fourteen days notice of any alteration to ADO unless it is an emergency situation and in that case the Directorate can give the employee less than fourteen days notice.
- O4.6 If the employee is required to work on an ADO and it is impracticable to substitute another day for that ADO they will be paid for the ADO at the appropriate rate for overtime set out in accordance with clause C9 (Overtime).

- O4.7 The hourly rate of pay for any ADO will be the rate of pay (including any Higher Duties Allowance applicable), which is in effect on the day that the ADO is taken, or in the case of termination of employment, on that day.
- O4.8 If an employee's ADO falls on a public holiday the Directorate will determine another day for the employee to take that ADO and that day will be within the same work cycle where possible. If it is impracticable to substitute another day for the ADO, and the Directorate does not require the employee to work on the ADO, the Directorate will grant the employee one additional day's pay in respect of the Public Holiday.
- O4.9 If an employee ceases duty, and they have accrued ADO credits which they have not used, such credits will be paid to them on termination. If an ADO has been taken in anticipation of credits, any shortfall at the date of termination will be recovered from the employee. The shortfall may be recovered from any final monies payable to the employee.

### **O5 Paid Meal Breaks**

- O5.1 This clause is to be read in conjunction with subclauses B5.13 to B5.17 (Meal Break) of the Agreement. Disability Support Officers will have a 30 minute meal break within five hours of commencing their shift. If the employee is working a broken shift, the five hours will be calculated from the time the employee commences the shift. Where the meal break is paid, the employee will be required to remain at the workplace and available and ready for recall to duty as required.
- O5.2 Employees may be required to take their paid meal break with the individuals in their care.
- O5.3 Where the employee receives a paid meal break, the provisions of subclause B5.17 will not apply.

### **O6 Time Off In Lieu (TOIL) and Make-Up Time**

- O6.1 An Employee may elect, with the consent of his/her manager, to make up for short-term absences by working an equivalent period at a later time.
- O6.2 An Employee may elect, with the consent of his/her manager, to work additional time and take an equivalent period as a short-term absence at a later time.
- O6.3 A record of absences and additional time worked under this clause must be kept with the employee's time sheets.
- O6.4 Employees who work Flextime cannot access the 'Time Off in Lieu' or 'Make-Up Time' provisions under this clause.

### **O7 Part Time Employees Overtime**

- O7.1 Despite clause C9 (Overtime), if a part-time employee works, at the Directorate's request, hours which are in excess of the hours specified in the notice provided under clause E5 (Regular Part-Time Employment), they will be paid 1.2 times their ordinary hourly rate for each hour up to the maximum number of hours able to be worked by a full-time employee, per pay period, without that employee becoming entitled to an overtime payment.
- O7.2 If a part-time employee works, at the Directorate's request, hours that are in excess of the maximum number of hours able to be worked by a full-time employee, per pay period, the part-time employee will be paid the appropriate overtime rate in accordance with clause C9 (Overtime). This time does not qualify for leave benefits.

### **O8 Rest Relief after Emergency Duty**

- O8.1 In addition to clause C16 (Emergency Duty) where, in the opinion of the Directorate, it is essential in the interests of health that respite from work be granted to an employee who has been called up for emergency duty, the employee may be relieved from duty on their next regular shift, without deduction from their wages, for a period not exceeding the number of hours extra duty worked. In no case will the period of relief from duty extend into a second rostered period of duty.

### **O9 Monday to Friday Early, Late or Night Shift Penalty Rates**

- O9.1 Despite clause C8 (Payment for Shift Workers):
- An employee who works a shift on Monday, Tuesday, Wednesday, Thursday or Friday, which commences before 06:00 or finishes after 19:00, will be paid 1.15 times their Hourly Salary Rate.
  - An employee who works continuously for more than four weeks on a shift which falls wholly within the hours of 18:00 to 08:00 will be paid 1.3 times their Hourly Salary Rate if that shift is performed on a Monday, Tuesday, Wednesday, Thursday or Friday.
  - The additional payment prescribed by this clause will not be taken into account in the computation of overtime or in the determination of any allowance based upon salary, nor will it be paid with respect to any shift for which any other form of Additional Payment is made (except an Additional Payment which is payable in accordance with clause O10 (Broken Shifts)).

### **O10 Broken Shifts**

- O10.1 In addition to other payable forms of Additional Payments, where an employee is required to work any shift where their ordinary working hours are not worked continuously, (except for breaks totalling 1.5 hours on any one day), they will be paid 1.1 times their Ordinary Hourly Rate.

### **O11 Disability Support Officers Level 3 On-Call/Close-Call Roster**

- O11.1 Employees at the Disability Support Officer Level 3 (DSO3) will participate in an on-call rotating roster. The roster shall require placement of a number of employees, as agreed between the relevant unions and management, from time to time. If insufficient DSO3 employees are available for placement on the roster, suitably qualified and experienced DSO2 employees may be invited to be rostered on-call. Employees placed on the roster will be paid an allowance in accordance with clause C14 (Close-Call Allowance) for the hours restricted provided they satisfy the conditions prescribed in subclause C14.2. Where the employee cannot satisfy the conditions of subclause C14.2, on call allowance (clause C13) will be paid.
- O11.2 DSO2 employees participating in the roster will be paid close-call or on-call allowance and overtime for recall to duty at the relevant DSO3 rate for time while rostered on-call.
- O11.3 Within the life of this Agreement, Disability ACT may review after hour's arrangements and investigate alternatives. If, as a result of the review, DSO3 employees are no longer required to participate in an afterhours roster, in its present form, Disability ACT will initiate a review of the DSO 3 classification and will add a third salary point at least equivalent to \$3,155 if after 18 August 2011 or \$3,265 if after 1 July 2012.
- O11.4 Eligibility for payment of any third salary point as an incremental advancement will include completion of 12 months service at the second salary point. Eligibility will also be determined by agreement between the relevant unions and management and will include recognition of achievement of key performance indicators and/or qualifications.
- O11.5 The outcomes of subclauses O11.3 and O11.4 may only be implemented by agreement between the relevant unions and management.

## **O12 Additional Hours for Part Time DSO2**

- O12.1 With the agreement of their Manager, part-time DSO2 employees may work additional hours in a DSO1 position up to a maximum of seventy six hours per fortnight. Additional hours will be paid at the DSO2 ordinary hourly rate plus relevant shift penalty loadings.
- O12.2 No part-time employee shall be coerced to work more than their prescribed part-time hours.

## **O13 Meal Supplementation**

- O13.1 The Directorate will make provision for a meal for each employee rostered to be in a house at the time of the evening meal.
- O13.2 The meal is to be paid for by debit cards/food vouchers redeemable at identified supermarkets. The debit cards/food vouchers are for food only and expenditure is to be recorded as per Disability ACT's financial management requirements.
- O13.3 An employee who accompanies a client to eat out or purchase takeaway food for the evening meal may purchase their meal from the common household food account with receipts retained and expenditure recorded as per Disability ACT's financial requirements.
- O13.4 Where an employee requires individual payment, reimbursement will be authorised by the respective Network Coordinator and be provided through Petty Cash on presentation of a receipt.
- O13.5 The employee's meal should be comparable to that of the client being supported and will only be reimbursed to a maximum of the current approved overtime meal allowance.

## **O14 Amenities**

- O14.1 The amenities provided by the Directorate will satisfy Occupational Health and Safety standards.
- O14.2 The Directorate will provide all employees with access to shower facilities.
- O14.3 The Directorate will provide office-based employees with tea and coffee making facilities, a staff room, a secure place to store their personal possessions, and with the co-operation of the employees keep those amenities in a hygienic condition.
- O14.4 The Directorate will provide employees, working in houses, with secure facilities including a bed if sleepover is required. The facility will have internal locking if the employee and manager agree that such is appropriate. Any dispute over the appropriateness of the sleepover facilities may be dealt with under the Dispute Avoidance/Settlement Procedures (clause G2) of this Agreement. The facilities will include a desk and chair and other necessary equipment including secure storage for Disability ACT client goods, medications and records.
- O14.5 The employees, working in houses, will also be provided with a secure place to store personal possessions while on shift.

## **O15 Sleepover Allowance**

- O15.1 The Directorate will pay a Sleepover Shift Allowance in accordance with Annex C (Expense, Disability and Skill Related Allowances – Sleepover Allowance CSD) to any employee (including those that work part-time and casual) who is required to perform a sleepover shift.
- O15.2 A 'sleepover' means a period of time during which an employee is required to remain in attendance, overnight, at a house and perform tasks periodically.

O15.3 From time to time the needs of a client require an employee, booked on a sleepover shift, to stay awake for lengthy periods of time. A ‘lengthy period of time’ might include, for example, as supporting a client on 3 or more separate periods during the night for 30 minutes or more for each period. In these situations, it may be more appropriate for that shift to be converted to an active night duty shift, and the payment adjusted accordingly. A sleepover conversion to an active night duty shift is as follows:

- (a) Where the needs of the client are out of the ordinary, the employee is to contact the On-Call Support Manager for advice and assistance in responding to the client’s needs on each occasion;
- (b) The On-Call Support Manager will assess, in line with approved procedures, whether the shift is to be converted to an active night duty shift.

O15.4 The Sleepover allowance is payable for a sleepover shift of a minimum of 8 hours and a maximum of 9 hours.

O15.5 A sleepover shift can only occur between the hours of 22:00 to 08:00.

O15.6 The time spent on a sleepover shift does not count as time worked for any purpose.

### **O16 Sleepover Extension**

O16.1 Employees may be rostered for overtime shifts of one hour to commence prior to the start of or at the end of a sleepover shift so that the overtime is continuous with the sleepover shift.

O16.2 Remuneration for overtime shifts will be paid at the appropriate overtime rate in accordance with subclauses C9.11 to C9.15 (Payment of Overtime/Sunday Rate of Payment/Public Holiday Rate of Payment).

O16.3 The minimum payment provisions specified in subclauses C9.11 to C9.15 do not apply in respect of overtime worked in accordance with this clause.

### **O17 Roster Changes**

O17.1 The rules for rosters are contained in subclauses B5.7 to B5.9 (Ordinary Hours of Work):

O17.2 Subject to subclause O17.3, where employees are required to work ordinary duty outside the rostered hours of duty on any day, and the notice period required by subclause B5.7 has not been given, employees will be paid at the appropriate overtime penalty rate for work done outside the rostered hours of duty and at the ordinary rate for work done within the normal rostered shift. This penalty rate is in substitution for any other penalty, which would otherwise apply to that portion of the work that falls outside the normal rostered shift. Payment of penalty rates on this basis should be continued for each changed shift until employees have received the notice required by subclause B5.7.

O17.3 The penalty referred to in subclause O17.2 is not payable where the Directorate is unable to give the notice period required by subclause B5.7 because of the sickness or absence of another employee of which the Directorate did not have 14 days notice; or

O17.4 The notice period in subclause B5.7 may be waived if:

- The affected employees agree to the changed roster or if an emergency arises; or
- The affected employee is being moved in accordance with Section H (Workplace Behaviours), clause H8 (Discipline Action);
- The affected employee is being moved in accordance with Section H (Workplace Behaviours), clause H2, (Underperformance); or
- An employee must be moved to a changed roster as part of an Occupational Health and Safety assessment.

- O17.5 Where the employee is moved under subclause O17.4 the employee will be offered three alternative roster options and will commence on the new roster as soon as it is operationally practical.

### **O18 Network Support Officers (NSO)**

- O18.1 Additional positions may be created and attached to Networks (cluster of 5 to 8 homes) and Respite. The NSOs will fill vacant positions caused by employees taking planned and unplanned leave plus regular vacant lines.
- O18.2 The positions will be available on a temporary filling basis for up to one year and subject thereafter to review.
- O18.3 Rosters for the NSO positions will be established for each position and posted 7 calendar days in advance. Where changes are made to the roster, other than as provided in subclause O17.3, a penalty payment will be paid to the employee as provided under subclause O17.2, except that where subclause B5.7 reads as fourteen days it shall be read as 7 days for the purposes of this clause.
- O18.4 Employees holding positions under this clause will only work in houses attached to the Network to which the position is attached (the Home Network). The employee may work in houses outside of the Home Network by agreement with management. The employee will not be coerced to work in houses outside of the Home Network.
- O18.5 The relevant unions and management agree that NSOs may be the first DSOs called to work shifts vacant due to sickness or absence of another employee of which the Directorate did not have fourteen days notice.

### **O19 Transfer of Excess or Medically Unfit Staff**

- O19.1 In addition to clause E14 (Transfer of Medically Unfit Staff) and Section K (Redeployment and Redundancy) an excess or medically unfit officer who is classified as a Disability Support Officer Level 1 may be redeployed as a Administrative Services Officer Class 2.

### **O20 DSO Casuals**

- O20.1 Despite subclause B9.6 (Overtime), a casual employee is eligible for payment of overtime in respect of all hours worked in excess of eight hours or the length of the shift they are engaged to work, whichever is the greater, on any day or shift.
- O20.2 Where excess hours are not payable as overtime under subclause O20.1, overtime is payable to a casual employee in respect of all hours worked in excess of seventy six hours per pay period.
- O20.3 Despite subclause B9.4 (Payment for Shift Work) and subclause B9.7 (Overtime), the loading paid under subclause B9.2 (Rate of Pay) will be taken into account in the calculation of all shift work penalty payments and overtime.

## Annex A – Classifications and Rates of Pay

CLASSIFICATION	Rates as at 1.7.10	3.5% from 18.8.11	3.5% from 1.7.12
<b>Administrative Services Officer Class 1</b>	\$38,249	\$39,588	\$40,974
	\$39,531	\$40,915	\$42,347
	\$40,606	\$42,027	\$43,498
	\$42,272	\$43,752	\$45,283
<b>Administrative Services Officer Class 2</b>	\$43,289	\$44,804	\$46,372
	\$44,479	\$46,036	\$47,647
	\$45,648	\$47,246	\$48,900
	\$46,831	\$48,470	\$50,166
	\$48,003	\$49,683	\$51,422
<b>Administrative Services Officer Class 3</b> Youth worker (CSD)	\$49,306	\$51,032	\$52,818
	\$50,588	\$52,359	\$54,192
	\$51,867	\$53,682	\$55,561
	\$53,214	\$55,076	\$57,004
<b>Administrative Services Officer Class 4</b> Youth worker (CSD) Housing ACT Trainee (CSD)	\$54,956	\$56,879	\$58,870
	\$56,700	\$58,685	\$60,739
	\$58,174	\$60,210	\$62,317
	\$59,668	\$61,756	\$63,917
<b>Administrative Services Officer Class 5</b> Housing Manager / Gateway Officer (CSD)	\$61,295	\$63,440	\$65,660
	\$63,211	\$65,423	\$67,713
	\$64,994	\$67,269	\$69,623
<b>Administrative Services Officer Class 6</b>	\$66,198	\$68,515	\$70,913
	\$67,848	\$70,223	\$72,681
	\$69,705	\$72,145	\$74,670
	\$73,209	\$75,771	\$78,423
	\$76,043	\$78,705	\$81,460
<b>Senior Officer Grade C</b>	\$83,816	\$86,750	\$89,786
	\$90,372	\$93,535	\$96,809
<b>Senior Officer Grade B</b>	\$99,033	\$102,499	\$106,086
	\$104,152	\$107,797	\$111,570
	\$111,485	\$115,387	\$119,426
<b>Senior Officer Grade A</b>	\$115,016	\$119,042	\$123,208

<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>Disability Support Officer Level 1</b>	\$40,857	\$42,287	\$43,767
	\$41,393	\$42,842	\$44,341
	\$41,925	\$43,392	\$44,911
	\$42,495	\$43,982	\$45,521
<b>Disability Support Officer Level 2</b>	\$50,990	\$52,775	\$54,622
	\$54,034	\$55,925	\$57,882
	\$55,673	\$57,622	\$59,639
	\$57,077	\$59,075	\$61,143
<b>Disability Support Officer Level 3</b>	\$64,177	\$66,423	\$68,748
	\$68,145	\$70,530	\$72,999
<b>General Service Officer Level 2</b>	\$36,052	\$37,314	\$38,620
	\$36,494	\$37,771	\$39,093
	\$36,965	\$38,259	\$39,598
	\$37,436	\$38,746	\$40,102
<b>General Service Officer Level 3</b>	\$38,248	\$39,587	\$40,973
	\$38,749	\$40,105	\$41,509
	\$39,248	\$40,622	\$42,044
	\$39,745	\$41,136	\$42,576
<b>General Service Officer Level 4</b>	\$40,232	\$41,640	\$43,097
	\$40,795	\$42,223	\$43,701
	\$41,351	\$42,798	\$44,296
	\$41,947	\$43,415	\$44,935
<b>General Service Officer Level 5</b>	\$42,612	\$44,103	\$45,647
	\$43,409	\$44,928	\$46,500
	\$44,202	\$45,749	\$47,350
	\$44,960	\$46,534	\$48,163
<b>General Service Officer Level 6</b>	\$44,960	\$46,534	\$48,163
	\$45,720	\$47,320	\$48,976
	\$46,402	\$48,026	\$49,707
	\$47,092	\$48,740	\$50,446
<b>General Service Officer Level 7</b>	\$48,615	\$50,317	\$52,078
	\$49,514	\$51,247	\$53,041
	\$50,453	\$52,219	\$54,047
	\$51,449	\$53,250	\$55,114
<b>General Service Officer Level 8</b>	\$52,847	\$54,697	\$56,611
	\$53,843	\$55,728	\$57,678
	\$54,876	\$56,797	\$58,785
	\$55,954	\$57,912	\$59,939

CLASSIFICATION	Rates as at 1.7.10	3.5% from 18.8.11	3.5% from 1.7.12
<b>General Service Officer Level 9</b>	\$57,082	\$59,080	\$61,148
	\$58,152	\$60,187	\$62,294
	\$59,266	\$61,340	\$63,487
	\$60,437	\$62,552	\$64,741
	\$61,697	\$63,856	\$66,091
	\$63,344	\$65,561	\$67,856
	\$64,764	\$67,031	\$69,377
<b>General Service Officer Level 10</b>	\$66,198	\$68,515	\$70,913
	\$68,206	\$70,593	\$73,064
	\$70,117	\$72,571	\$75,111
	\$73,209	\$75,771	\$78,423
	\$76,043	\$78,705	\$81,460
<b>Health Care Assistant 1 (Unqualified)</b>	\$31,037	\$32,123	\$33,247
<b>Health Care Assistant 2 (Certificate III)</b>	\$39,357	\$40,734	\$42,160
	\$40,700	\$42,125	\$43,599
<b>Health Care Assistant 3 (Certificate IV)</b>	\$44,588	\$46,149	\$47,764
	\$45,613	\$47,209	\$48,861
<b>Health Care Assistant 4 (Diploma)</b>	\$47,663	\$49,331	\$51,058
	\$48,175	\$49,861	\$51,606
<b>Health Care Assistant 5 (Advanced Diploma)</b>	\$50,225	\$51,983	\$53,802
<b>Health Professional Level 1</b> (2 year qualification) (3 year qualification) (4 year qualification) (5 year qualification) (6 or more year qualification)	\$47,515	\$49,178	\$50,899
	\$50,796	\$52,574	\$54,414
	\$54,188	\$56,085	\$58,048
	\$57,980	\$60,009	\$62,109
	\$61,074	\$63,212	\$65,424
<b>Health Professional Level 2</b>	\$50,796	\$52,574	\$54,414
	\$54,188	\$56,085	\$58,048
	\$57,980	\$60,009	\$62,109
	\$61,074	\$63,212	\$65,424
	\$62,859	\$65,059	\$67,336
	\$64,723	\$66,988	\$69,333
	\$66,468	\$68,794	\$71,202
	\$68,340	\$70,732	\$73,208
\$70,459	\$72,925	\$75,477	
<b>Health Professional Level 3</b>	\$72,543	\$75,082	\$77,710
	\$74,324	\$76,925	\$79,617
	\$76,543	\$79,222	\$81,995

CLASSIFICATION	Competency point	\$78,939	\$81,702	\$84,562
	Competency point	\$80,436	\$83,251	\$86,165
	Rates as at 1.7.10	3.5% from 18.8.11	3.5% from 1.7.12	
Health Professional Level 4	\$83,816	\$86,750	\$89,786	
	\$90,372	\$93,535	\$96,809	
Health Professional Level 5	\$99,033	\$102,499	\$106,086	
	\$104,152	\$107,797	\$111,570	
	\$111,485	\$115,387	\$119,426	
Health Professional Level 6	\$115,016	\$119,042	\$123,208	
Information Technology Officer Trainee	\$38,249	\$39,588	\$40,974	
Information Technology Officer Class 1	\$53,214	\$55,076	\$57,004	
	\$54,956	\$56,879	\$58,870	
	\$56,700	\$58,685	\$60,739	
	\$58,174	\$60,210	\$62,317	
	\$59,668	\$61,756	\$63,917	
	\$60,844	\$62,974	\$65,178	
Information Technology Officer Class 2	\$66,198	\$68,515	\$70,913	
	\$67,848	\$70,223	\$72,681	
	\$69,705	\$72,145	\$74,670	
	\$73,209	\$75,771	\$78,423	
	\$76,043	\$78,705	\$81,460	
Senior Information Technology Officer Grade C	\$83,816	\$86,750	\$89,786	
	\$90,372	\$93,535	\$96,809	
Senior Information Technology Officer Grade B	\$99,033	\$102,499	\$106,086	
	\$104,152	\$107,797	\$111,570	
	\$111,485	\$115,387	\$119,426	
Senior Information Technology Officer Grade A	\$115,016	\$119,042	\$123,208	

<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>Legal 1</b>	\$50,797	\$52,575	\$54,415
	\$54,187	\$56,084	\$58,047
	\$57,980	\$60,009	\$62,109
	\$61,697	\$63,856	\$66,091
	\$66,198	\$68,515	\$70,913
	\$70,117	\$72,571	\$75,111
	\$73,983	\$76,572	\$79,252
	\$83,816	\$86,750	\$89,786
	\$90,372	\$93,535	\$96,809
	\$104,152	\$107,797	\$111,570
<b>Legal 2</b>	\$113,158	\$117,119	\$121,218
	\$117,809	\$121,932	\$126,200
<b>Para Legal Grade 1 (ASO 2)</b>	\$43,289	\$44,804	\$46,372
	\$45,648	\$47,246	\$48,900
	\$48,003	\$49,683	\$51,422
<b>Para Legal Grade 2 (ASO 3/4)</b>	\$50,588	\$52,359	\$54,192
	\$53,214	\$55,076	\$57,004
	\$54,956	\$56,879	\$58,870
<b>Para Legal Grade 3 (ASO 4)</b>	\$56,700	\$58,685	\$60,739
	\$58,174	\$60,210	\$62,317
	\$59,668	\$61,756	\$63,917
<b>Professional Officer Class 1</b>	\$46,164	\$47,780	\$49,452
	\$48,002	\$49,682	\$51,421
	\$50,797	\$52,575	\$54,415
	\$54,187	\$56,084	\$58,047
	\$57,980	\$60,009	\$62,109
	\$61,697	\$63,856	\$66,091
	\$64,764	\$67,031	\$69,377
<b>Professional Officer Class 2</b>	\$66,198	\$68,515	\$70,913
	\$68,206	\$70,593	\$73,064
	\$70,117	\$72,571	\$75,111
	\$73,209	\$75,771	\$78,423
	\$76,043	\$78,705	\$81,460
<b>Senior Professional Officer Grade C</b>	\$83,816	\$86,750	\$89,786
	\$90,372	\$93,535	\$96,809
<b>Senior Professional Officer Grade B</b>	\$99,033	\$102,499	\$106,086
	\$104,152	\$107,797	\$111,570
	\$111,485	\$115,387	\$119,426
<b>Senior Professional Officer Grade A</b>	\$115,016	\$119,042	\$123,208

<b>Senior Professional Officer (Eng &amp; Related) A</b>	<b>\$116,878</b>	<b>\$120,969</b>	<b>\$125,203</b>
<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>Public Affairs Officer 1</b> (Public Relations Adviser Class 1)			
	\$56,700	\$58,685	\$60,739
	\$59,455	\$61,536	\$63,690
	\$62,213	\$64,390	\$66,644
	\$64,994	\$67,269	\$69,623
<b>Public Affairs Officer 2</b> (Public Relations Adviser Class 2)			
	\$68,954	\$71,367	\$73,865
	\$72,785	\$75,332	\$77,969
	\$78,357	\$81,099	\$83,937
<b>Public Affairs Officer 3</b> (Public Relations Manager Class 1)			
	\$88,079	\$91,162	\$94,353
	\$99,545	\$103,029	\$106,635
	\$104,152	\$107,797	\$111,570
<b>Senior Public Affairs Officer 1</b> (Public Relations Manager Class 2)			
	\$111,485	\$115,387	\$119,426
<b>Senior Public Affairs Officer 2</b>	\$116,878	\$120,969	\$125,203

<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>Trainee Technical Officer</b>	\$41,302	\$42,748	\$44,244
	\$43,749	\$45,280	\$46,865
	\$45,785	\$47,387	\$49,046
<b>Technical Officer Level 1</b>	\$44,764	\$46,331	\$47,953
	\$45,570	\$47,165	\$48,816
	\$46,294	\$47,914	\$49,591
	\$47,026	\$48,672	\$50,376
<b>Technical Officer Level 2</b>	\$48,615	\$50,317	\$52,078
	\$50,186	\$51,943	\$53,761
	\$51,449	\$53,250	\$55,114
	\$52,847	\$54,697	\$56,611
	\$54,187	\$56,084	\$58,047
	\$55,954	\$57,912	\$59,939
<b>Technical Officer Level 3</b>	\$57,082	\$59,080	\$61,148
	\$58,420	\$60,465	\$62,581
	\$60,067	\$62,169	\$64,345
	\$61,697	\$63,856	\$66,091
	\$63,344	\$65,561	\$67,856
	\$64,764	\$67,031	\$69,377
<b>Technical Officer Level 4</b>	\$66,198	\$68,515	\$70,913
	\$68,206	\$70,593	\$73,064
	\$70,117	\$72,571	\$75,111
	\$73,209	\$75,771	\$78,423
	\$76,043	\$78,705	\$81,460
<b>Senior Officer (Technical) Grade C</b>	\$83,816	\$86,750	\$89,786
	\$90,372	\$93,535	\$96,809
<b>Senior Officer (Technical) Grade B</b>	\$99,033	\$102,499	\$106,086
	\$104,152	\$107,797	\$111,570
	\$111,485	\$115,387	\$119,426

<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><u>GRADUATE RATES OF PAY</u></b>			
<b>Graduate Administrative Assistant</b>	\$54,956	\$56,879	\$58,870
	\$56,700	\$58,685	\$60,739

**Traineeship Rates of Pay****Wage Level A**

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
	Year 11	281.51	291.36	301.56
		317.85	328.98	340.49
	Year 12	-		
		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
	Year 11	370.07	383.02	396.42
		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
	Year 11	426.61	441.54	456.99
		500.69	518.22	536.35
Plus 3 years out of school	Year 10	426.61	441.54	456.99
		500.69	518.22	536.35
	Year 11	500.69	518.22	536.35
		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	568.90	588.81	609.42
		-	-	-
Plus 5 or more years out of school	Year 10	568.90	588.81	609.42
		-	-	-
	Year 11	-	-	-
		-	-	-

<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		\$ 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
Plus 1 year out of school		317.85	328.98	340.49
	Year 12	358.40	370.95	383.93
Plus 2 years 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 3 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 4 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 5 or more 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 B - Agreed Framework for Special Employment Arrangements**

## **1. Introduction**

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

## **2. Approval**

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

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

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

- 2.7 The terms and conditions of employment of this Agreement will continue to form the principal basis for employees covered by this Agreement. Accordingly, where a SEA applies to an employee, the terms and conditions of the employee is a combination of:
- (a) the terms and conditions contained in this Agreement; and
  - (b) the terms and conditions contained in the SEA.
- 2.8 The terms and conditions of employment contained in a SEA prevail over the terms and conditions of employment contained in this Agreement to the extent of any inconsistency.

### **3. Application**

- 3.1 The SEA will commence from the date specified in the SEA.
- 3.2 The SEA will cease to operate when this Agreement is replaced by a further enterprise agreement unless:
- (a) the SEA ceases to operate at an earlier time in accordance with the provisions of this SEA Framework; or
  - (b) the SEA continues to operate under the provisions in the replacement agreement.
- 3.3 Subject to this Framework, the SEA will operate while the employee continues to be the occupant of the position identified in the SEA.
- 3.4 Subject to this Framework, the SEA will cease to apply to the employee where:
- (a) the head of service determines, following a review provided for under clause 7 of this Framework, the SEA should no longer apply to the position; or
  - (b) the employee vacates the position identified in the SEA.
- 3.5 Where an employee party to a SEA temporarily vacates the position and another employee is selected to act in the position, the head of service may determine the SEA applies to the employee who is acting in the position.
- 3.6 (a) Subject to paragraph 3.6 (b), a SEA will continue to operate under the enterprise agreement of the gaining Directorate where there is a transfer of a position arising from:
- i. machinery of Government changes; or
  - ii. management initiated changes; or
  - iii. changes to the Administrative Arrangement Orders.
- (b) A SEA will continue to operate in accordance with paragraph 3.6 (a) only where the position and the occupant continue to meet the SEA eligibility criteria.
- 3.7 If following the Machinery of Government or management initiated changes, the position and the occupant do not meet the eligibility criteria, the SEA ceases to operate.
- 3.8 The head of service must provide the employee with a minimum of 90 days (or less if agreed by the employee) written notice before the SEA ceases to operate under paragraph 3.4(a) or 3.7.

### **4. Deeming**

- 4.1 Subject to paragraph 4.2, an SEA that applied to an employee in the Directorate on the date this Agreement commenced operation will be deemed to continue to operate under this Agreement, either:
- (a) in its current terms; or
  - (b) subject to such variations that are agreed between the head of service and the employee concerned,

provided:

- (c) the SEA had been reviewed under paragraph 7 of the SEA Framework within 12 months preceding the date this Agreement commenced operation; or
- (d) a review of the SEA under paragraph 7 of the SEA Framework has begun (within 12 months preceding the date this Agreement commenced operation) but was not completed when this Agreement replaced the previous enterprise agreement.

For paragraph 4.1(a) or (b) above, the terms and conditions of this Agreement, including the relevant pay increases under this Agreement, will apply as if the SEA had been made under this Agreement.

- 4.2 Despite paragraph 4.1, the head of service and the employee to whom an SEA applied under the previous enterprise agreement may agree in writing to enter into a new SEA in accordance with this Framework.

## **5. Special Employment Arrangement Eligibility Criteria**

- 5.1 In determining whether a SEA should apply to a position, the head of service will take into account the following criteria:
- (a) the position is critical to the operation of the Directorate or to a business unit in the Directorate;
  - (b) an employee who occupies the position requires specialist qualifications or specialist or high level skills;
  - (c) the skills required by the employee who occupies the position are in high demand in the marketplace;
  - (d) the position would incur significant costs to replace.
- 5.2 In considering paragraph 5.1(c), the head of service must take into account relevant market data.
- 5.3 Where an Australian Workplace Agreement is terminated, the position that the employee who was a party to the Australian Workplace Agreement occupies will be deemed to have met the eligibility criteria at paragraph 5.1.

## **6. Scope of a Special Employment Arrangement**

- 6.1 A SEA may contain:
- (a) enhanced pay rates, which must not exceed 50% of the existing pay of the occupant of the position under this Agreement;
  - (b) provision for privately plated vehicles where the head of service considers there is a clear, unambiguous and exceptional need;
  - (c) other terms and conditions of employment where the head of service considers there is a clear, unambiguous and exceptional need;
  - (d) in the case where an Australian Workplace Agreement is terminated, the terms and conditions of employment that were contained in the Australian Workplace Agreement.
- 6.2 Should the head of service consider that there is a compelling reason for the Directorate to pay enhanced rates of pay in excess of the 50% cap of the existing pay of the position, the head of service will apply to the Commissioner for Public Administration for approval to do so.
- 6.3 An application to the Commissioner must include relevant and appropriate market data as well as an explanation of why the head of service considers that there is a need to pay above the 50% cap.
- 6.4 In assessing whether a rate of pay above the 50% cap should be paid to any employee, the head of service should give particular consideration to the consequences the granting of the SEA may have on its ability to recruit and/or retain executive positions.

- 6.5 The rates of pay component of a SEA counts as pay for all purposes including superannuation and for the purposes of calculating annual leave, long service leave, paid personal leave, paid maternity leave, redundancy payments and other paid leave granted under this Agreement. If leave is on reduced pay or without pay, the pay component of the SEA must be reduced on a pro-rata basis.
- 6.6 Normal incremental advancement will continue to apply in relation to the existing pay of the employee.
- 6.7 The pay component of a SEA is payable fortnightly and is not available as a lump sum payment.
- 6.8 The terms of the SEA must contain provisions:
- (a) setting out the level of the employee’s existing pay;
  - (b) setting out the pay component and any other terms and conditions of employment that are to apply under the SEA;
  - (c) stating that the terms and conditions of the employee will revert to the applicable rates of pay and terms and conditions of employment under this Agreement in the event the SEA ceases to operate or is terminated; and
  - (d) containing the terms of this Framework.

## **7. Review of Special Employment Arrangement**

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

changes, the SEA will be varied accordingly.

- 7.8 If, following the conclusion of the consultation required under paragraph 7.5 and 7.6 the head of service concludes from the review that the position or the employee who occupies the position do not meet the SEA eligibility criteria, the SEA will cease to operate.
- 7.9 To avoid doubt, in the case of SEAs for a group of employees, paragraph 7.8 will not affect the SEAs of those employees in the group that continue to meet the SEA eligibility criteria.
- 7.10 The head of service must provide the employee with a minimum of 90 days written notice, or less if agreed by the employee, before the SEA ceases to operate under paragraph 7.8 or is varied under paragraph 7.7(b).

## **8. Salary Sacrifice Arrangements**

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

## **9. Notification**

- 9.1 The Directorate will include in its annual report information about SEAs approved by the head of service for employees in the Directorate during the reporting year.
- 9.2 The Chief Minister and Cabinet Directorate will provide regular reports to the union(s) on SEAs including details of the number, terms and classifications of all SEAs approved by the Directorate.

## **10. Interpretation**

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

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

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

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

## Annex C - Expense, Disability and Skill Related Allowances

### 1. Disability Allowances

ALLOWANCE		Rates as at 1.7.10	3.5% from 18.8.11	3.5% from 1.7.12	
<b>Overtime Meal Allowance</b>	Employee Type	All classifications			
	Directorate	(All Directorates)			
	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.				

<b>AGENCY SPECIFIC ALLOWANCE</b>	<b>Rates as at</b> <b>1.7.10</b>	<b>3.5%</b> <b>from</b> <b>18.8.11</b>	<b>3.5%</b> <b>from</b> <b>1.7.12</b>
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<b>Sleepover</b>	Employee Type	Disability Support Officers		
	Directorate	(CS formerly DHCS)		
	Description	An employee, including those that work part-time and casual, who is required to perform a Sleepover Shift of a minimum of 8 hours and a maximum of 9 hours between the hours of 22:00 to 08:00 will be paid an allowance:		
	Rate/Frequency	per night	\$117.83	\$121.95
	Payment on Leave	Not paid during any type of paid or unpaid leave.		
			\$126.22	

<b>Disability Allowances Notes:</b>	<p>1. An employee will be eligible to be paid an allowance listed above only for such periods as the employee directly experiences a disability. Where an employee directly experiences a disability for a part of the period specified will be deemed to have experienced the disability for the entire period.</p> <p>2. An employee who experiences more than one disability listed above will, with the exception of those allowances listed in (3) below, only be entitled to receive payment for the disability which attracts the highest rate of allowance.</p> <p>3. Where an employee experiences a disability while working on shifts which attract penalty rates or while working overtime at overtime rates, the rate of the allowance payable is not increased.</p>
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## 2. Qualification Allowances

Rates as at  
1.7.10

3.5%  
from  
18.8.11

3.5%  
from  
1.7.12

### ALLOWANCE

ALLOWANCE	Employee Type		Rates as at 1.7.10	3.5% from 18.8.11	3.5% from 1.7.12	
<b>First Aid</b>	Employee Type	First Aid Officers				
	Directorate	(All Directorates)				
	Description	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: 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. 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. 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 & S legislation.				
	Rate/Frequency	per fortnight (1) Base Level:		\$21.45	\$22.20	\$22.98
		per fortnight (2) Advanced Level:		\$26.87	\$27.81	\$28.78
		per fortnight (3) Occupational or Specialist Level:		\$31.88	\$33.00	\$34.15
	Payment on Leave	The allowance is payable during: (a) long service leave, paid maternity or primary care giver's leave or annual leave; (b) paid personal leave or other leave with pay for up to one month. Where leave is on reduced pay, or without pay, the allowance must be proportionately reduced or withdrawn accordingly. The allowance is included in salary for payment in lieu of long service leave and annual leave.				
	Note	These rates should be paid in full to part-time employees.				
	Additional information	See Note 1 below.				

ALLOWANCE	Rates as at 1.7.10	3.5% from 18.8.11	3.5% from 1.7.12
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Linguistic Availability/ Performance (LAPA)	Employee Type	All classifications			
	Directorate	(All Directorates)			
Description	Employees whose duties involve communication on a regular basis in languages other than English, including Deaf Oral language, Deaf Sign language and Aboriginal languages, will be paid an allowance if their language competence meets the required level, as follows:				
Rate/Frequency	per annum (1) NAATI Level 1:		\$942.04	\$975.01	\$1,009.14
	per annum (2) NAATI Level 2 or higher:		\$1,882.76	\$1,948.66	\$2,016.86
Payment on Leave	The allowance is payable during paid personal leave, annual leave and long service leave, pro-rata where appropriate, but not during any other period of leave.				
Exclusion	Employees who are classified as an Interpreter or Translator are not eligible for the allowance				
Note	Eligible part-time employees are entitled to receive the allowance on a pro-rata basis.				
Additional information	See Note 2. below.				

Qualification Allowances Notes:	1. First Aid Allowance:	(a) The First Aid Allowance is based on possession of qualifications issued by a registered training organisation, or other recognised organisation, with an accredited course, that has the capacity to deliver, assess and issue qualifications for nationally recognised training in First Aid.
		(b) The First Aid Allowance is payable only if the relevant first aid qualification of an employee is current.
		(c) Where the qualification of an employee who is in receipt of the allowance is no longer current, the head of service may allow a short period to allow for re-qualification.
		d) The head of service may reimburse fees for renewal of qualification and/or relevant courses incurred by an employee who is eligible to be paid a First Aid Allowance.
		(e) Where an employee holds more than one first aid certificate, the employee is entitled to be paid an allowance for only one of those certificates, being the certificate for which the higher rate of allowance is payable.
		(f) The allowance must not be included in salary for overtime or penalty payments.
		(g) Where an employee who normally undertakes first aid functions is absent and another employee who is qualified in first aid undertakes all the duties for which the allowance is paid, the relieving employee is entitled to be paid the allowance appropriate to that employee's qualifications.
	2. Linguistic Availability/ Performance Allowance:	(a) The required standard of language competence is accreditation at National Accreditation Authority for Translators and Interpreters (NAATI) Level 1.
		(b) Where assessment in a language is not offered by NAATI, the head of service may approve assessment by another individual or body that has: <ul style="list-style-type: none"> <li>(i) the necessary expertise to assess the language skills; and</li> <li>(ii) sufficient knowledge of NAATI levels and competencies required to determine the</li> </ul>

	Appropriate rate of LAPA.
	c) The head of service should arrange accreditation testing, and pay any associated fees, for employees being considered for LAPA. Accreditation is organised by NAATI.
	(d) Until such time as recognition by NAATI, or an alternative provider, is available, the head of service may approve the payment of LAPA Level 1 to an employee on the certification of the employee's supervisor.
	(e) LAPA may be paid from the date of an employee's application for payment, or from the date at which the head of service determines the need for the language has been demonstrated.
	(f) The head of service should review the payment of LAPA annually, or whenever the employment status of a recipient changes, e.g. upon the recipient's promotion or temporary transfer. Such reviews should address whether there is a continuing need for communication in a language other than English.

### 3. Functional Allowances

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

#### ALLOWANCE

<b>Intermittent Driving Duties</b>	Employee Type	All classifications				
	Directorate	(All Directorates)				
	Description	An employee, other than one performing the duties of a motor driver, who is required to undertake intermittent driving duties as an incident of his or her employment involving the acceptance of full responsibility for the operation of a vehicle, will be paid an allowance (computed on a daily basis for each day or part of a day on which he or she is so employed) to raise their salary to the following rates:				
	Rate/Frequency	per annum	(1) Under 19 (70% of GSO3)	\$19,051	\$19,717.79	\$20,407.91
		per annum	(2) At 19 (80% of GSO 3)	\$21,772	\$22,534.02	\$23,322.71
per annum		(3) At 20 (100% of GSO 3)	\$27,215	\$28,167.53	\$29,153.39	
Payment on Leave	Not paid during any type of paid or unpaid leave.					

#### 4. Expense related Allowances

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

#### ALLOWANCE

<b>Excess Fares and Travelling Time</b>	Employee Type	All classifications, except GSOs
	Directorate	(All Directorates)
	Description	<p><b><u>Excess Travelling Time:</u></b></p> <p>1. Subject to clause 2. an employee who is:</p> <p>(a) in receipt of an annual salary of less than \$36,180; and</p> <p>(b) travelling or on duty away from the employee's usual place of work will be paid for time necessarily spent in travel or on duty (exclusive of overtime duty) in excess of:</p> <p style="padding-left: 40px;">(i) the employee's usual hours of duty for the day; and</p> <p style="padding-left: 40px;">(ii) the time necessarily spent travelling to and from home and the usual place of work.</p> <p>2. Payment of excess travelling times will be made for excess travelling time:</p> <p>(a) that is greater than one half hour in any one day; or</p> <p>(b) greater than two and a half hours in any fortnight;</p> <p>up to a maximum of five hours for any one day,</p> <p>3. Where an employee's usual place of work is variable within a specified district, the head of service will determine the usual place of work. In this case a minimum of twenty minutes travelling time each way will apply.</p>
	Rate/Frequency	<p>The rate of payment for excess travelling time will be:</p> <p>(a) single time on Mondays to Saturdays; and</p> <p>(b) time and a half on Sundays and Public Holidays.</p>
<b>Excess Fares and Travelling Time</b>	Employee Type	All classifications, except GSOs
	Directorate	(All Directorates)
	Description	<p><b><u>Excess Fares:</u></b></p> <p>An employee will be entitled to the reimbursement of excess fares incurred by the employee performing duty temporarily at a place other than the employee's usual place of work, when the cost of travelling to and from the temporary place of work is greater than the cost of travelling to and from the employee's usual place of work.</p>
	Rate/Frequency	Reimbursement of excess fares incurred by the employee.
	Payment on Leave	Not paid during any type of paid or unpaid leave.

<b>Motor Vehicle</b>	Employee Type	All classifications			
	Directorate	(All Directorates)			
	Description	The head of service may authorise an employee to use a motor vehicle they own or hire: 1. For official purposes, where the head of service is satisfied this use would: (a) result in greater efficiency; or (b) involve the ACT Government in less expense than if public transport or a vehicle owned by the ACT Government were used. 2. For specified journeys, where the head of service is satisfied that: (a) the use will not result in the employee taking more time on the journey than they would otherwise take; or (b) it would not be contrary to the interest of the ACT Government. 3. Travel between normal headquarters and a temporary work station, or between the employee's home and a temporary work station, where the head of service is satisfied that: (a) there is no public transport available for travel to the temporary station; or (b) although public transport is available, the work program makes its use impossible.			
	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.				
<b>Motor Vehicle</b>	Additional information	See Note 1 below.			

<b>Additional Rates of Motor Vehicle Allowance</b>	Employee Type	All classifications			
	Directorate	(All Directorates)			
	Description	Where an employee who is being paid a motor vehicle allowance, uses the motor vehicle to suit the convenience of the Directorate to: (a) transport a person or persons the cost of which would otherwise be borne by the ACT Government; or (b) transport equipment, tools or materials weighing more than 100 kilograms belonging to or hired by the ACT Government; or (c) haul a caravan or trailer belonging to or hired by the ACT Government; the employee is entitled to be paid an allowance, in addition to the allowance payable above.			
	Rate/Frequency	per kilometre in addition to the above MVA	\$0.0065	0.0067	0.0070

	rates		
Payment on Leave	Not paid during any type of paid or unpaid leave.		

<b>Expense related Allowances Notes:</b>	1. Motor Vehicle Allowance:	(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.
		(b) If an employee satisfies the relevant head of service 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 head of service may grant an additional allowance equal to the amount by which those expenses exceed the amount of the allowance or allowances.
		(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.
		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.

<b>ALLOWANCE DEFINITIONS:</b>	<b>Apprentice</b> means a temporary employee engaged under section 109 of the <i>Public Sector Management Act 1994</i> (A.C.T.) who has been apprenticed in employed under the <i>Vocational Education and Training Act 1995</i> (A.C.T.).
	<b>Trainee</b> means a temporary employee engaged under section 109 of the <i>Public Sector Management Act 1994</i> (A.C.T.) to undertake a workforce entry program, other than as an apprentice.

## Annex D- Other Leave

<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 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 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.

<b>Leave to:</b>	<b>Attend Aboriginal and 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 accept reimbursement 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 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: <ul style="list-style-type: none"> <li>(a) on behalf of a Territory, a State or the Commonwealth; or</li> <li>(b) on behalf of an authority established by or under a law of a Territory, State or the Commonwealth; or</li> <li>(c) in a judicial review or administrative review proceeding where the matter being reviewed relates to the work of the employee; or</li> <li>(d) before a Royal Commission appointed under a law of the Commonwealth; or</li> <li>(e) before a person conducting an inquiry under a law of a Territory, a State or the Commonwealth; or</li> <li>(f) before a person or authority exercising arbitral functions under a law of a Territory, a State or the Commonwealth.</li> </ul> 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>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 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 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>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 for:</b>	<b>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	<p>The head of service may grant leave without pay to an employee to enable employees to undertake a period of specified defence service.</p> <p>A period of specified defence service is service set out in this Section. Leave granted after the commencement of a period of leave is deemed to take effect at the commencement of that period (that is, retrospective approval).</p> <p>The head of service may grant leave to an employee to enable the employee to perform full time defence service as set out in this Section.</p> <p>The head of service may grant leave to an employee to perform full-time service in a time of war as defined in the <i>Defence Act 1903</i> (Commonwealth) and/or for the purposes of the United Nations in:</p> <ul style="list-style-type: none"> <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>The head of service may grant leave for an employee to undertake continuous full-time service as a member of the Navy, Army or Air Force for a period not exceeding four years for which the employee has volunteered.</p> <p>If an employee, under Commonwealth law is required to render additional service at the conclusion of the period of service for which the employee has volunteered to serve, the leave granted under this Section by the head of service to that employee is extended for the period necessary to enable the employee to undertake that additional service.</p> <p>Leave granted under this Section is with pay for the first fourteen days and without pay for the remainder of the time. The leave counts as service for all purposes except annual leave. If an employee does not return to duty with the ACTPS the LWOP does not count as service for any purpose.</p>

<b>Leave for:</b>	<b>Defence Service</b>
Entitlement (con't)	<p>The head of service may grant an employee leave with pay to enable the employee to undertake the following defence service training:</p> <ul style="list-style-type: none"> <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>The head of service may grant leave with pay to an employee to attend an interview or medical examination in connection with the employee's enlistment in a Reserve Force or Defence Force.</p> <p>Leave granted counts as service for all purposes.</p> <p>Leave must not be granted under this Section if an employee is eligible to be granted leave in special circumstances (see F4 Personal Leave).</p>
Conditions	An eligible employee must give notice to the head of service 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.

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

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

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

<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 for:</b>	<b>Local government purposes</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) in the case of an employee who is mayor or president of the council, five days in any 12 month period; or (b) in any other case three days in any 12 month period.
Conditions	
Rate of payment	Full pay.
Effect on other entitlements	Will count as service for all purposes.

<b>Leave for:</b>	<b>Operational Service Personal Leave</b>
Purpose	To enable officers and employees who have rendered operational service to be absent from duty when they are unfit for work because of war-caused injuries or diseases.
Eligibility	An officer or employee, other than a casual employee, who has rendered operational service.
Entitlement	<p>Operational service personal leave is cumulative and is additional to personal leave entitlements contained in clause F4.</p> <p>(a) <b>Officers</b></p> <p>On appointment, an eligible officer is entitled to nine weeks operational service personal leave.</p> <p>An eligible officer is entitled to receive an additional credit of three weeks operational service personal leave:</p> <ol style="list-style-type: none"> <li>(1) 12 months after the date of appointment; and</li> <li>(2) 24 months after the date of appointment; and</li> <li>(3) 36 months after the date of appointment.</li> </ol> <p>The maximum operational service personal leave balance that an eligible officer may have is eighteen weeks</p> <p>(b) <b>Employees other than Officers</b></p> <p>On engagement, an eligible employee is entitled to nine days operational service personal leave</p> <p>An eligible employee is entitled to receive an additional credit of three days operational service personal leave:</p> <ol style="list-style-type: none"> <li>(1) 12 months after the date of engagement; and</li> <li>(2) 24 months after the date of engagement; and</li> <li>(3) 36 months after the date of engagement.</li> </ol> <p>The maximum operational service personal leave balance that an eligible employee may have is eighteen days.</p> <p>Where operational service personal leave credits have been exhausted, the head of service may grant an employee personal leave or a period of unpaid operational service personal leave.</p>
Evidence and Conditions	<p>An eligible officer or employee should discuss with their manager/supervisor, as soon as practicable, of their absence or intention to be absent on operational service personal leave.</p> <p>An eligible officer or employee must make an application to the head of service to access their operational service personal leave entitlement.</p> <p>Having considered the requirements of this clause the head of service may approve an eligible officer or employee's application to access operational service personal leave. A decision not to approve the leave will be taken in accordance with subclause F2.1.</p> <p>Operational service personal leave may be granted by the head of service:</p> <ol style="list-style-type: none"> <li>(a) to cover absences resulting from war-caused injury or diseases; and</li> <li>(b) following a written request from an eligible officer or employee, which must include documentary evidence that the absence is due to the war-caused injury or disease, including evidence that the injury or disease is a war-caused injury or disease in accordance with the requirements of the <i>Veterans' Entitlement Act 1986 (Commonwealth)</i>.</li> </ol>
Rate of payment	With pay. 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.
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<b>Leave for:</b>	<b>Operational Service Personal Leave (con't)</b>
Effect on other entitlements	Operational service personal leave with pay will count as service for all purposes. Operational service personal leave without pay will not count as service.
Interpretation	<b>operational service</b> has the same meaning as in the <i>Veterans' Entitlement Act 1986</i> (Commonwealth). <b>war-caused injuries or diseases</b> has the same meaning as in the <i>Veterans' Entitlement Act 1986</i> (Commonwealth).

<b>Leave for:</b>	<b>Religious purposes</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 for:</b>	<b>Returned soldiers for medical purposes</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>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 head of service 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 head of service 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 head of service 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.
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## Dictionary

**Accrued Day Off (ADO)** means a day/shift off duty for an employee using bankable leave accrued as a result of increasing the employees daily hours of work – e.g. from 7 hours 36 minutes to 8 hours.

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

**Agreement** means Community Services Directorate Enterprise Agreement 2011-2013 and includes all Annexes and Schedules.

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

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

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

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

**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.

**Directorate** means the administrative unit known as the Community Services Directorate.

**DCC** means the Directorate Consultative Committee established under clause H1 of this Agreement.

**Director General** means a person engaged under sections 28 or 30 of the PSM Act as the director-general of the Directorate.

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

**Eligible Casual Employee** means:

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

**Employee** means (unless there is a clear intention in this Agreement to restrict the meaning) an officer or a casual employee or a temporary employee who is employed or engaged in the Directorate in a classification set out in Annex A, excluding a person engaged as head of service under sections 23C or 23J of the PSM Act, persons engaged as directors-general under sections 28 or 30 of the PSM Act, or persons engaged as Executives under sections 72 or 76 of the PSM Act.

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

**FW Act** means the *Fair Work Act 2009*.

**FWA** means Fair Work Australia.

**FW Regulations** mean the *Fair Work Regulations 2009*.

**Head of service** means a person engaged under sections 23C or 23J of the PSM Act as the head of service.

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

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

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

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

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

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

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

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

**Rostered Day Off (RDO)** means any one or more days rostered off duty without pay.

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

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

**Strategic Board** means the senior management team, comprising the head of service and the eight directors-general, responsible for providing whole-of-government leadership and strategic direction to the ACT Public Service.

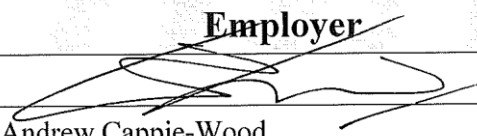
**Supervisor** means a person who has direct supervisory responsibility for one or more employees in a work unit or group activity.

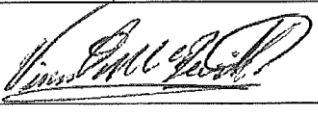
**Temporary Employee** means a person engaged by the Directorate under the PSM Act for a specific period of time or for a specified task under Division 5.7 of the PSM Act, excluding a person engaged under sections 23C or 23J of the PSM Act as head of service, persons engaged as directors-general under sections 28 or 30 of the PSM Act or persons engaged as executives under sections 72 or 76 of the PSM Act.

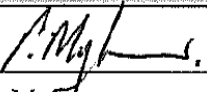
**Union(s)** means a union or unions which are covered by this Agreement.

SIGNATORY PAGE TO  
 ACT GOVERNMENT  
 COMMUNITY SERVICES DIRECTORATE  
 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*.

<b>Employer</b>	
Signature:	
Name:	Andrew Cappie-Wood
Address:	1 Consitution Avenue, Canberra City ACT 2601
Authority to sign the agreement	Signatory holds the office of Head of Service

<b>Representative of Employees</b>	
Signature:	
Name:	Vince McDevitt
Address:	Level 1, 40 Brisbane Ave, Barton ACT 2600
Authority to sign the agreement	Signatory holds the office of Regional Director Community and Public Sector Union (CPSU)

<b>Representative of Employees</b>	
Signature:	
Name:	Peter Mylan
Address:	Level 2/ 109 Pitt Street, Sydney, 2000
Authority to sign the agreement	Acting General Secretary, Health Services Union East Branch