



**ACT Planning &
Land Authority**

**PLANNING AND LAND AUTHORITY UNION
COLLECTIVE AGREEMENT 2007-2010**

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PREAMBLE

This Agreement continues the concept, first developed by the ACT Government in 2001, that there should be a common core of terms and conditions of employment for people employed by the ACT Public Service. Consistent with Government policy, the core elements of the Agreement were negotiated between the Single Bargaining Unit and ACT Government representatives.

The general objective of this Agreement is to develop and maintain a skilled and committed workforce through the provision of a common package of attractive and competitive terms and conditions of employment for its employees. This involves the promotion of permanent employment arrangements for the ACTPS as far as practicable.

In developing this Agreement it has been necessary for the parties to take account of the changes that have been made to the WR Act since March 2006. The approach of the parties reflected in this Agreement is that the rights and entitlements that ACTPS employees had at the commencement of this Agreement, under Awards that applied to ACTPS employment, should continue, and are contained in this Agreement, except where the parties have otherwise agreed.

This Agreement is based on the principle that a co-operative and open workplace is beneficial to the Planning and Land Authority and to its employees. Accordingly, this Agreement contains provisions directed at ensuring that the Planning and Land Authority engages in genuine consultation, especially on organisational changes it may be considering.

The parties acknowledge that it is important to the overall effectiveness of this Agreement that the employment arrangements and practices that are contained in this Agreement are managed in a manner that is fair and transparent to all of the employees in the Planning and Land Authority.

PART 1 OPERATION OF THE AGREEMENT

Section A - Technical Matters

1 Title

1.1 This Agreement, made under section 328 of the WR Act, will be known as the Planning and Land Authority Union Collective Agreement 2007-2010.

2 Persons Bound and Parties

2.1 In accordance with section 351 of the WR Act, the persons bound by this Agreement are:

- (a) the Chief Executive of Planning and Land Authority on behalf of the Australian Capital Territory;
- (b) all persons employed by ACT Planning and Land Authority who are 'employees' as defined in the Dictionary to this Agreement; and the
- (c) Association of Professional Engineers, Scientists and Managers Australia,
Australian Manufacturing Workers' Union
Australian Services Union
Communications, Electrical and Plumbing Union of Australia
Community and Public Sector Union
Media, Entertainment and Arts Alliance

2.2 The parties to this Agreement are:

- (a) the Chief Executive of Planning and Land Authority on behalf of the Australian Capital Territory; and the
- (d) Association of Professional Engineers, Scientists and Managers Australia,
Australian Manufacturing Workers' Union
Australian Services Union
Communications, Electrical and Plumbing Union of Australia
Community and Public Sector Union
Media, Entertainment and Arts Alliance

3 Commencement and Duration

3.1 This Agreement will commence operation on the day it is lodged under the WR Act. The nominal expiry date of this Agreement will be 31 March 2010.

4 Operation of the Agreement

4.1 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.

4.2 This includes:

- (a) *Workplace Relations Act 1996* (WR Act);
- (b) *Public Sector Management Act 1994* (PSM Act);
- (c) *Public Sector Management Standards* (PSM Standards);
- (d) *Occupational Health and Safety Act 1989* (OHS Act); and
- (e) *Holidays Act 1958* (Holidays Act).

- 4.3 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.
- 4.4 This Agreement excludes the protected award conditions (as defined in the WR Act, as amended from time to time) that are about, or incidental to, protected award conditions within any award (as varied from time to time) applying to employment in the Agency.
- 4.5 This Agreement prevails over the Holidays Act, the PSM Act and the PSM Standards to the extent of any inconsistency.
- 4.6 To maintain the integrity of the agreement reached between the parties, the parties agree to meet and consult if an event occurs that makes a clause of this Agreement unenforceable, or undermines the operation of a clause of this Agreement, or otherwise changes the intention of the parties to this Agreement.

5 Agreement Availability

- 5.1 Copies of this Agreement will be made available, in paper or electronic form, to employees.
- 5.2 An employee has the right to receive accurate information about that employee's terms and conditions of employment under this Agreement. The Agency will put in place processes to ensure that accurate information is given to an employee about that employee's terms and conditions of employment under this Agreement.

6 Authority of the Chief Executive

- 6.1 The Chief Executive may, in writing, delegate any power or function that the Chief Executive has under this Agreement to another person or position within the Agency or within the ACT Public Service, subject to directions, except for this power of delegation.
- 6.2 This does not limit the power of the Chief Executive to authorise a person to act for and on the Chief Executive's behalf.
- 6.3 The powers conferred though the operation of clause 6.1 will not be sub-delegated.
- 6.4 To avoid doubt, in this Agreement reference to the Chief Executive may be taken to mean delegate where the Chief Executive has delegated the particular power or function under clause 6.1.

7 Variation to Agreement

- 7.1 This Agreement may be varied in accordance with the WR Act.

8 Termination of Agreement

- 8.1 The parties agree that the maintenance of adherence to agreed terms and conditions of employment is a key component of good workplace relations and a dispute free workplace. The parties therefore agree that they will not exercise their right to unilaterally terminate this Agreement under Part 8, Division 9 Subdivision D of the WR Act.

PART 2 WORKING IN PLANNING AND LAND AUTHORITY

Section B - Employment

9 Types of Employment

- 9.1 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.
 - (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.
 - (d) temporary casual employment.
- 9.2 Persons engaged on a part-time basis will receive, on a proportionate basis, equivalent pay and conditions to those of full time employees.

10 Notice of Engagement

- 10.1 At the time of appointment or engagement the Chief Executive will inform each person in writing of the terms of the person's employment, including:
- (a) the type of employment; and
 - (b) whether a probationary period applies and the expected duration of the period; and
 - (c) if the person is engaged as a fixed term employee, the duration of the engagement; and
 - (d) the ordinary weekly hours; and
 - (e) the ordinary weekly hours before overtime is payable; and
 - (f) a list of the main instruments governing the terms and conditions of the person's employment.

11 Notice of Termination

- 11.1 Where an employee's employment is terminated at the initiative of the Agency, the Chief Executive will give the person written notice of termination in accordance with the WR Act.
- 11.2 Where an employee's employment is terminated at the initiative of the employee, the employee will provide written notice of their resignation from the Agency to the Chief Executive at least two weeks prior to the proposed date of the resignation.
- 11.3 The period of notice required in clause 11.2 may be reduced by agreement in writing between the employee and the Chief Executive.

12 Casual and Temporary Employment

- 12.1 The parties are committed to promoting permanent employment and job security for employees within the ACTPS and accordingly agree to the provisions in this clause
- 12.2 In order to promote permanent employment for employees in the ACTPS, the Agency will endeavour to minimise the use of temporary and casual employment.
- 12.3 The Agency agrees to the use of temporary employees only where there is no officer available in the Agency with the expertise, skills or qualifications required for the duties to be performed or the assistance of a temporary nature is required by

the Agency for the performance of urgent or specialised work within the Agency and it is not practical in the circumstances to use the services of an existing officer.

- 12.4 The parties acknowledge that there may be circumstances where the Agency has to undertake a program or task that requires dedicated resources by persons with skills or experience for which the engagement of such persons on a casual basis is needed for the operational requirements of the Agency.
- 12.5 However, where any proposed employment arrangements will involve a regular and systematic pattern of work and where the person has a reasonable expectation that such arrangements will continue, then the Agency should consider engaging the person on a different basis, including on a permanent or temporary basis.
- 12.6 Where a position has been nominally vacant for a continuous period exceeding twelve months, the Agency will consult with the Agency Consultative Committee on the circumstances for this and the feasibility of proceeding to fill the position on a permanent basis.

Section C - Probation

13 Probation

- 13.1 The provisions of the PSM Act concerning employment on probation will continue to apply, as modified by this clause. This clause only applies to officers.
- 13.2 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.
- 13.3 At the time of an offer of employment on probation, the Chief Executive will inform the person in writing of the period of probation that will apply.
- 13.4 At the time a person is appointed on probation, the Chief Executive will inform the person in writing of the criteria and objectives to be met for the appointment to be confirmed.
- 13.5 Probation will provide a supportive process for the officer during which mutual evaluation and decisions about permanent appointment can be made.
- 13.6 There must be at least two formal assessments of an officer during the probationary period. These reviews must be at least four weeks apart. The Chief Executive must provide the officer with a copy of the assessment report. The officer must be provided with an opportunity to respond within seven working days. If the assessment is sufficiently negative for the manager/supervisor to consider recommending that the Chief Executive terminate the employment, that opinion will be included in the assessment report.
- 13.7 Where the period of probation is longer than three months, the assessment reviews should be carried 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.
- 13.8 The termination of the appointment of an officer on probation will be in accordance with section 70 of the PSM Act.
- 13.9 A decision of the Chief Executive under clause 13.8 to terminate the appointment of an officer on probation is excluded from the Internal Review Procedures (Section S) and Appeal Mechanisms (Section T) of this Agreement.
- 13.10 To avoid doubt, an officer on probation is able to seek a review of the officer's probation under the Internal Review Procedures, Section S, except in relation to a decision to terminate the officer's employment.

Section D - Selection and Advancement

14 Improved Attraction and Retention

- 14.1 The Agency, in consultation with the Agency Consultative Committee, will consult during the life of this Agreement to develop strategies to assist the Agency in attracting and retaining suitable employees. This will involve development of appropriate strategies and processes, including the conduct of surveys of staff, to assist this objective.

15 Promotion after Acting

- 15.1 The Chief Executive may approve the promotion of an officer into a nominally vacant position without an additional selection process where:

- (a) the officer has acted in the vacant position (or a position with identical selection criteria) for a period of more than twelve continuous months and has undergone a merit selection process in order to act in the position; and
- (b) the vacant position was initially advertised for a minimum period of six months with the possibility of an extension; and
- (c) organisational requirements and financing for the position exist; and
- (d) on reasonable grounds an additional merit selection process would not identify a more meritorious applicant than the position's present occupant; and
- (e) immediately before the promotion, the officer's manager assesses the officer against the selection criteria for the position as satisfactory; and
- (f) there is no potentially or actually excess officer suitable to be placed in the position.

- 15.2 For the purposes of clause 15.1(a), the twelve months continuous acting may not be considered to have been broken where the officer performs the duties of another position at the same or higher level during the 12-month period.

- 15.3 For the purposes of clause 15.1(a), a merit selection process means a process of selection for filling a vacant position on the basis of the merit of the applicant(s), which includes:

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

- 15.4 The promotion of an officer in accordance with clause 15.1 will be notified as a promotion to a non-advertised vacancy. Any suitable qualified officer may lodge an appeal against the process for positions at or below Administrative Service Officer Class 6 (or equivalent classification) under Section T of this Agreement, or may apply for an internal review of the process for positions at or above Senior Officer Grade C (or equivalent classification) under Section S of this Agreement.

16 Selection Committees

- 16.1 A selection committee will be formed following the advertising of a vacancy. The Chief Executive will determine whether the selection committee will be:

- (a) a Selection Advisory Committee (SAC); or
- (b) a Joint Selection Committee (JSC).

Selection Advisory Committee

- 16.2 A Selection Advisory Committee will be nominated by the Chief Executive and should normally be comprised of three members.
- 16.3 A Selection Advisory Committee will be chaired by the representative nominated as the Chairperson by the Chief Executive.

Joint Selection Committee

- 16.4 A Joint Selection Committee will normally comprise of, but not be limited to:
- (a) a chairperson who has appropriate skills and experience, nominated by the Chief Executive;
 - (b) a person who has appropriate skills and experience, nominated by the Agency Consultative Committee; and
 - (c) a person who has appropriate skills and experience, nominated by the Chief Executive from a list of employees, and agreed by both parties.
- 16.5 From time to time the Chief Executive will call for nominations from employees to be included on the list of persons who have appropriate skills and experience.

Operation of Selection Committees

- 16.6 The Chief Executive will not convene a selection committee except as prescribed by this Agreement.
- 16.7 A selection committee must make a recommendation based on the principles of merit as set out in the PSM Act and Standards.
- 16.8 A selection committee may, consistent with the application of the merit principles, decide not to conduct formal interviews and assess applicants on the basis of applications and referee reports only.

17 Lifespan of Merit Process

- 17.1 A selection committee's recommendations for filling a vacant position may be used for appointments, promotions, higher duties and transfers to that position or another position at the same level with the same selection criteria for a period of up to twelve months after the date on which the Chief Executive accepts the recommendations of the selection committee.

Section E - Hours of Work

18 36.75 Hours per Week - Non-Shift Workers

- 18.1 In this clause employee refers to an employee, other than a casual employee, who is employed in a position identified by the Agency as having ordinary weekly hours of 36.75 per week.

Ordinary Hours of Work

- 18.2 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.
- 18.3 A part time employee will work less than the ordinary weekly hours of work for a full-time employee.

Standard Hours

- 18.4 Standard hours are 8.30am to 12.30pm and 1.30pm to 4.51pm, Monday to Friday, unless otherwise agreed in writing by the employee and the manager/supervisor.

Span of Hours

- 18.5 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.

- 18.6 The span of hours worked in a day (clause 18.5) may be varied by agreement between the manager/supervisor and a majority of employees concerned in a workplace.
- 18.7 Ordinary weekly hours may be averaged over a period of up to four weeks (28 calendar days), or a longer period of no more than twelve months as agreed between the manager/supervisor and the employee.

Meal Break

- 18.8 An employee will not be required to work for more than five hours without a break for a meal of at least thirty minutes duration. Meal breaks will not count as time worked unless specific provisions are made for in this Agreement.
- 18.9 The provisions of clause 18.8 may be varied by agreement between the manager/supervisor and a majority of employees concerned in a workplace.
- 18.10 An employee who works up to six hours in a day may, with the agreement of the supervisor/manager, work up to six hours without a meal break to accommodate the employee's personal circumstances and work/life balance.

19 38 Hours per Week - Non-Shift Workers

- 19.1 In this clause employee refers to an employee, other than a casual employee, who is employed in a position identified by the Agency as having ordinary weekly hours of 38.00 per week.

Ordinary Hours of Work

- 19.2 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.
- 19.3 A part time employee will work less than the ordinary weekly hours of work of a full time employee.

Standard Hours

- 19.4 Standard hours are 8.30am to 12.30pm and 1.30pm to 5.16 pm, Monday to Friday, unless otherwise agreed in writing by the employee and the manager/supervisor.

Span of Hours

- 19.5 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.
- 19.6 The span of hours worked in a day (clause 19.5) may be varied by agreement between the manager/supervisor and a majority of employees concerned in a workplace.
- 19.7 Ordinary weekly hours may be averaged over a period of up to four weeks (28 calendar days), or a longer period of no more than twelve months as agreed between the manager/supervisor and the employee.

Meal Break

- 19.8 An employee will not be required to work for more than five hours without a break for a meal of at least thirty minutes duration. Meal breaks will not count as time worked unless specific provisions are made for in this Agreement.
- 19.9 The provisions of clause 19.8 may be varied by agreement between the manager/supervisor and a majority of employees concerned in a workplace.
- 19.10 An employee who works up to six hours in a day may, with the agreement of the supervisor/manager, work up to six hours without a meal break to accommodate the employee's personal circumstances and work/life balance.

20 36.75 Hours per Week - Shift Workers

20.1 In this clause employee refers to an employee, other than a casual employee, who is employed in a position identified by the Agency as having ordinary weekly hours of 36.75 per week.

Shift Workers

20.2 An employee is a shift worker if the employee is rostered to perform ordinary daily hours outside the limits of that employee's ordinary weekly hours of work, and/or on Saturdays and Sundays and on public holidays on a regular or ongoing basis.

Ordinary Hours of Work

20.3 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 working week of 36.75 hours per week over the agreed period.

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

20.5 The Agency may, after consulting with the employees concerned and the employee's employee 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.

20.6 Subject to clause 20.7, 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.

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

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

Payment for an Employee Rostered Off on a Public Holiday

20.9 Where an employee is:

- (a) normally to perform regular rostered work on a particular day of the week; and
- (b) is scheduled to be on a rostered day off on this particular day; and
- (c) the particular day is a public holiday,

The employee will be granted a day's leave in lieu of a public holiday, which occurs on a day on which that employee is rostered off duty.

20.10 The day in lieu provided for in clause 20.9 must be granted within one month after the holiday, if practicable

- 20.11 Where it is not practicable to grant a day's leave in lieu in accordance with clause 20.10, the employee will be paid one day's pay at the ordinary hourly rate.

Meal Break

- 20.12 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.
- 20.13 The provisions of 20.12 may be varied by agreement between the Manager/Supervisor and a majority of employees concerned in a workplace.
- 20.14 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.
- 20.15 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 from the scheduled time of commencement of the break until the employee is provided a break.

21 38 Hours Per Week - Shift Workers

- 21.1 In this clause employee refers to an employee, other than a casual employee, who is employed in a position identified by the Agency as having ordinary weekly hours of 38.00 per week.

Shift Workers

- 21.2 An employee is a shift worker if the employee is rostered to perform ordinary daily hours outside the limits of that employee's ordinary weekly hours of work, and/or on Saturdays and Sundays and on public holidays on a regular or ongoing basis.

Ordinary Hours of Work

- 21.3 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 working week of 38 hours per week over the agreed period.
- 21.4 A part time employee will work less than the ordinary weekly hours of work for a full time employee.
- 21.5 The Agency may, after consulting with the employees concerned and the employees' employee representatives, and following agreement of a majority of employees affected, introduce:
- (a) shift work;
 - (b) new roster; or
 - (c) an arrangement of shift cycles.
- 21.6 Subject to clause 21.7, 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.
- 21.7 Amendments may be made to rosters to meet the operational needs of the Agency. These amendments will be made available as soon as practicable.

- 21.8 The ordinary weekly hours may be averaged over a period of up to four weeks (28 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

- 21.9 Where an employee is:
- (a) normally to perform regular rostered work on a particular day of the week; and
 - (b) is scheduled to be on a rostered day off on this particular day; and
 - (c) the particular day is a public holiday,
- The employee will be granted a day's leave in lieu of a public holiday that occurs on a day on which that employee is rostered off duty.
- 21.10 The day in lieu provided for in clause 21.9 must be granted within one month after the holiday, if practicable
- 21.11 Where it is not practicable to grant a day's leave in lieu in accordance with clause 21.10, the employee will be paid one day's pay at the ordinary hourly rate.

Meal Break

- 21.12 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.
- 21.13 The provisions of clause 21.12 may be varied by agreement between the manager/supervisor and a majority of employees concerned in a workplace.
- 21.14 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.
- 21.15 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 from the scheduled time of commencement of the break until the employee is provided a break.

22 Flextime

- 22.1 The parties agree that 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 either Clause 20, 36.75 Hours Per Week – Shift Workers or Clause 20, 38.00 Hours Per Week – Shift Workers.
- 22.2 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 paid leave accrued as a result of flex leave; and
 - (b) being productively employed i.e. a supervisor/manager 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.
- 22.3 Subject to clause 22.4, only employees at or below the Senior Officer Grade C level (or equivalent classification, including Legal Officer 1) will participate in flextime.

- 22.4 Flextime is not accrued by employees who are engaged in shift work or those employees entitled to rostered days off in accordance with clause 24 of this Agreement
- 22.5 Hours of work arrangements will be in accordance with operational requirements and occupational health and safety principles. This means that patterns of working hours that have the potential to impact on the health of an employee, such as working long hours in a condensed period or avoiding meal breaks so as to depart early from work, should be avoided.
- 22.6 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.
- 22.7 The flextime bandwidth for employees eligible for flextime provisions will be from 7.00am to 7.00pm, Monday to Friday.
- 22.8 Employees may work outside the bandwidth stipulated at clause 22.7 where an employee and the Agency so agree. This provision is designed to add flexibility in exceptional circumstances and is not intended to replace normal overtime provisions.
- 22.9 Where an employee works outside the bandwidth in accordance with clause 22.8, 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 supervisor/manager prior to the work being performed.
- 22.10 A settlement period will comprise two pay periods (i.e. four weeks).
- 22.11 Starting and finishing times within the bandwidth are to be determined for individual work areas by the Agency based on operational needs.
- 22.12 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 supervisor/manager and the employee.
- 22.13 There is no provision to cash out flextime credits either during a period of employment with the Agency, or upon separation or transfer out of the Agency.
- 22.14 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 46.
- 22.15 Any flextime debits an employee has if the employee ceases employment with the Agency will be recovered from any termination payment owing to the employee, except in the case of death.
- 22.16 Accrued flextime credits will be taken at such times and in such a period or periods as are agreed between the employee and the Agency 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.
- 22.17 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 Clause 18, 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 Clause 19, 38.00 Hours per Week – Non Shift Workers, Monday to Friday, unless otherwise agreed in writing by the employee and the manager/supervisor.

23 Flexible Working Arrangements for SOG As and Bs and Equivalent Employees

- 23.1 The Agency has a responsibility to minimise the extent to which excessive hours are worked by its employees. As far as practicable, the Agency will develop strategies to try to reduce the incidence of excessive hours being worked. Flexible working arrangements for Senior Officer Grade As and Bs and equivalent employees are not available to shift workers whose hours of work are provided for in Clause 20, 36.75 Hours per Week – Shift Workers or Clause 20, 38.00 Hours per Week – Shift Workers.
- 23.2 However, the Agency recognises that there is an expectation that its employees at the Senior Officer Grade A and B (or equivalent) classification levels, because of the nature of the employee's duties and responsibilities, may be required to work extensive hours over a significant period.
- 23.3 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 supervisor/manager (but must be at least thirty-six hours and forty-five minutes per week). In considering these working arrangements, the employee and the supervisor/manager will take into account in particular:
- (a) the operational requirements and workload demands of the Agency or business unit; and
 - (b) the interests of the employee in achieving a reasonable balance of work and personal life.
- 23.4 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 clauses 23.5 to 23.8 will apply. These arrangements do not apply to Senior Officer Grade A and B (or equivalent) classifications that work shift work.
- 23.5 An employee in the Agency at the date of lodgement of the Agreement will be eligible to access the credit hours under clause 23.8 if the supervisor/manager is satisfied that the employee has worked in excess of the employee's ordinary weekly hours additional to the employee's normal hours of work during the twelve months prior to the date of certification
- 23.6 An employee who commences in the Agency after the date of lodgement of the Agreement will be eligible to access the credit hours under clause 23.8 once the employee's supervisor/manager is satisfied that the employee has worked in excess of 36.75 hours additional to the employee's normal hours of work since the time the employee commenced in the Agency.
- 23.7 At the conclusion of the twelve month period after the credit hours have been granted under either clause 23.5 or 23.6, an employee will be eligible to access the credit hours under clause 23.8, provided that the employee's supervisor/manager is satisfied that the employee has worked in excess of 36.75 hours additional to the employee's normal hours of work during the previous twelve month period.
- 23.8 Once an employee satisfies the requirements of either clauses 23.5, 23.6 or 23.7, 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 supervisor/manager; 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 employees will maintain appropriate records.

24 Rostered Day Off

- 24.1 An employee to whom this clause applies may accrue 0.4 of one hour (24 minutes) for each eight-hour shift worked to allow the employee to take a Rostered Day Off (RDO). For example, a shift worker to whom this clause applies and who works 19 eight-hour shifts may take the 20th shift off as an RDO.
- 24.2 An employee may elect to take an RDO as a whole day or part of a day by agreement with the supervisor/manager. RDO's must be approved in advance by agreement between the employee(s) affected and the employee's supervisor/manager, taking into account the operational requirements of the Agency.
- 24.3 Accrual toward an RDO does not occur when an employee is on any form of leave (including annual leave or personal leave).
- 24.4 RDO's must only be taken when the equivalent time has been accrued. RDO's will not be taken in advance.
- 24.5 An employee may bank a maximum of six RDO's with the approval of the employee's supervisor/manager.
- 24.6 An employee who is required to work on the employee's scheduled RDO will be given another day off instead at a time agreed between the employee and the employee's supervisor/manager.

25 Accrued Days Off (ADO's)

- 25.1 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).
- 25.2 An employee may apply to take an ADO as a whole day or part of a day by agreement with the supervisor/manager. ADO's will be approved by the supervisor/manager subject to operational requirements. If the supervisor/manager does not approve an accrued day off because of operational requirements, the supervisor/manager will consult with the employee to determine a mutually convenient alternative time (or times) for the employee to take the leave.
- 25.3 Accrual towards an ADO does not occur when an employee is on any form of leave (including annual leave or personal leave).
- 25.4 ADO's must only be taken when the equivalent time has been accrued. ADO's will not be taken in advance.
- 25.5 An employee may bank a maximum of six ADO's with the approval of the employee's supervisor/manager.

26 Casual Employment Arrangements

Minimum Attendance

- 26.1 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

- 26.2 A person engaged as a casual employee will be paid at the same rate of remuneration as would be applicable to an employee performing the duties and hours of that role. In addition the casual employee will receive a loading instead of paid leave entitlements, other than long service leave, and instead of payment for public holidays on which the employee did not work.
- 26.3 The loading provided by clause 26.2 will be twenty percent of the ordinary rate of pay set out in Annex A to this Agreement for the employee's classification.

Payment for Shift Work

- 26.4 A casual employee is eligible to receive payment of shift penalties in accordance with Clause 33 - Payment for Shift Work.
- 26.5 The loading paid under clause 26.2 is not taken into account in the calculation of shift work penalty payments.

Overtime

- 26.6 A casual employee is eligible to receive payment for overtime in accordance with Clause 34: Overtime.
- 26.7 A casual employee is eligible for payment of overtime in respect of all hours worked in excess of either seven hours 21 minutes or 7 hours thirty-six minutes, as applicable, on any day or shift.
- 26.8 The loading paid under clause 26.2 is not taken into account in the calculation of overtime payments.

Overtime Meal Allowance

- 26.9 A casual employee is eligible to receive payment of overtime meal allowances in accordance with Clause 35: Overtime Meal Allowance.

Payment for Public holidays

- 26.10 A casual employee is not eligible for payment in respect of public holidays, unless the employee works on a public holiday.
- 26.11 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 clauses 33.7 and 34.15.

Leave

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

27 Record Keeping

- 27.1 The Agency will keep records relating to the employees' work, including records about attendance and pay, in accordance with the requirements of the WR Act and the Workplace Relations Regulations.
- 27.2 The employee will record the time of commencing and ceasing duty for each day. These records will be provided to the supervisor/manager where the supervisor/manager so requests.

PART 3 PAY AND CLASSIFICATIONS

Section F - Rates of Pay

28 Pay Increases

- 28.1 Employees will be paid in accordance with the employee's classification and rates of pay set out in Annex A to this Agreement.
- 28.2 Pay increases for all classifications set out in Annex A of this Agreement will apply as follows:
- (a) four percent pay increase effective from the pay period commencing on 5 April 2007;
 - (b) four percent pay increase effective from the pay period commencing on 3 April 2008; and
 - (c) four percent pay increase effective from the pay period commencing on 2 April 2009.
- 28.3 A person who was an employee of the Agency on 5 April 2007, and who separated from the ACTPS before the commencement of this Agreement, will be paid any difference between the rate of pay under clause 28 of this Agreement and the rate which the former employee was paid in the same classification on separation. Any monies paid by the Agency on separation will be adjusted in the same manner as the rate of pay.

29 Payment of Salary

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

30 Pay Points and Increments

- 30.1 A person who is engaged by the Agency, or an employee who is promoted or is approved to perform the duties of a higher office, is entitled to be paid at the base pay point for the position.
- 30.2 However, a person who is engaged by the Agency, or an employee who is promoted or approved to perform higher duties may be paid at a higher pay point within that classification level.
- 30.3 Increments apply to both an employee's permanent and higher duties classification. When an employee has completed twelve months higher duties within a 24-month period an increment will be paid and all further instances of higher duties will be paid at this level.

- 30.4 Previous service at a higher duties salary must be considered when determining a salary pay point should the employee be promoted to that classification, and will be used to determine the date at which increments fall due.
- 30.5 An employee is entitled, subject to there being no action undertaken in accordance with clause 89.16 or 89.22 of Section P: Managing Underperformance or clause 95.1 of Section Q: Misconduct & Discipline, to be paid an annual increment on and from the relevant anniversary of the date of commencement for the employee concerned.
- 30.6 Accelerated incremental advancement may occur as follows:
- (a) a person who is engaged by the Agency, or an employee who is promoted or approved to perform higher duties may be paid at a higher pay point within that classification level.
 - (b) the Chief Executive may approve the payment of additional accelerated increments to the employee:
 - i. at the time annual incremental advancement is due: i.e., at the time an employee is eligible for annual incremental advancement (either in the substantive or higher duties position), or
 - ii. at any other time between periods of annual incremental advancement,
 - subject to a maximum of two additional increments within the classification range being awarded to the employee in a 12-month period (excluding any additional increments awarded to the employee on commencement in the position in accordance with clause 30.2).
 - (c) where an employee is awarded additional accelerated increments over the 12-month period between the payments of annual increments in accordance with 30.6 (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.
- 30.7 In considering whether to approve accelerated advancement through increment points, the Chief Executive will take into account such factors as:
- (a) the employee's:
 - i. qualifications, and
 - ii. relevant work and personal experience, and
 - iii. current salary, and
 - iv. ability to make an immediate contribution; and
 - (b) difficulties in attracting and retaining suitable employees.

31 Graduate and Cadet Programs, Traineeships, and Apprenticeships

- 31.1 Rates of pay for employees engaged in Graduate and Cadet Programs, Traineeships, and Apprenticeships are set out at Annex A to this Agreement.
- 31.2 The parties agree it is important for the Agency to ensure that, as far as practicable, the employment arrangements for trainees and apprentices in the Agency are fair and attractive. The parties note that the Chief Minister's Department, in consultation with nominated employee representatives, will review the current employment arrangements for trainees and apprentices during the life of this Agreement.
- 31.3 The parties will consult about the progress of this Review and about the possible implications for the Agency and its employees of the outcomes of the Review.

- 31.4 The parties will consult on the outcomes of this Review and the implications for the Agency. No outcomes of the Review will be implemented within the Agency without the agreement of the parties.

32 Higher Duties Allowance

- 32.1 Higher Duties Allowance (HDA) is payable to an employee who is directed to temporarily perform the duties of a position with a higher classification.
- 32.2 An employee acting in a position with a maximum salary of an ASO 6 or equivalent, or less will be paid HDA for a period of one day or more.
- 32.3 An employee acting in a position with a salary or maximum salary greater than the maximum salary of an ASO6 or equivalent will be paid HDA for a period of five consecutive days or more. This payment will occur from day 1, provided the total period of higher duties is five days or more.
- 32.4 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 salary and a point in the salary range of the higher position determined by the Chief Executive in accordance with Clause 30 Pay Points and Increments.
- 32.5 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 supervisor/manager and the officer, prior to the commencement of the temporary transfer.
- 32.6 The rate of payment for partial HDA will be a point in the salary range(s) of the intervening level(s). The Chief Executive's decision on the rate of payment of partial HDA will take into account the specified part of the duties of the higher position that the officer is to perform.
- 32.7 An employee receiving HDA is entitled to normal incremental progression and any increment gained while performing HDA is maintained upon the employee ceasing the higher duties.
- 32.8 Previous HDA service will be considered in determining the appropriate salary point for future periods of higher duties.
- 32.9 Where the vacancy period of Higher Duties Allowance is expected to exceed six months the vacancy will be advertised within the ACTPS.
- 32.10 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.

33 Payment for Shift Workers

Payment of Shift Penalties

- 33.1 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.
- 33.2 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.
- 33.3 The additional payment prescribed by this clause is not to be taken into account in the computation of overtime or in the determination of any allowance based upon salary. Neither is the additional payment to 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 Standards under which the employee is employed.

Payment Whilst on Annual Leave

- 33.4 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

- 33.5 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 150% of the employee's ordinary hourly rate of pay.

Payment for Shift Duty on a Sunday

- 33.6 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 200% of the employee's ordinary hourly rate of pay.

Payment for Shift Duty on a Public Holiday

- 33.7 For all rostered time of ordinary duty performed between midnight on the day before a public holiday, as described in clause 81, and midnight on the public holiday, by an employee to whom this clause applies, an employee will be entitled to 250% of the employee's ordinary hourly rate of pay.

34 Overtime

Eligibility for Payment of Overtime

- 34.1 An employee may be required or requested to work reasonable additional hours for duty at any time that the employee is required, subject to the payment for overtime in accordance with the conditions set out in this clause, and the reasonable additional hours provisions of section 226 of the WR Act.
- 34.2 Overtime rates will be payable for duty that the employer 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 clauses 18.6 or 19.6); 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 clauses 18.6, or 19.6) but beyond the employee's ordinary daily hours, and which is not worked under the flextime provisions at clause 22; 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 24 Rostered Day Off or Clause 25 Accrued Days Off.
- 34.3 Overtime rates are payable for all duty that the employer 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.
- 34.4 Clauses 34.1 to 34.3 apply to employees up to and equivalent to the top incremental point of the AS06 or equivalent
- 34.5 Except with the approval of the Chief Executive, an employee who occupies a position with a classification having an annual salary of a Senior Officer Grade C (or equivalent) or higher is not eligible to receive payment under this clause.
- 34.6 Overtime approved under clause 34.5 for Senior Officers will be calculated at the maximum hourly overtime rate for an AS06 for any senior officer, or other employee whose substantive salary exceeds the highest salary 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

- 34.7 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.
- 34.8 For the purposes of clause 34.7 meal periods do not break continuity of duty.
- 34.9 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.
- 34.10 Where an employee on a restricted or close restricted situation as provided for in clause 38 or clause 39 the minimum payment for overtime will be three hours or one hour in accordance with clauses 38.6 or 39.8, or 38.10 or 39.12 respectively.

Payment of Overtime

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

Time and a Half

Annual Salary	X	<u>12</u>	X	<u>3</u>	X	<u>1</u>
		313		2		76

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

Double Half

Annual Salary	X	<u>12</u>	X	<u>2</u>	X	<u>1</u>
		313		1		76

For any further overtime worked on that day/shift.

Sunday Rate of Payment

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

Public Holiday Rate of Payment

- 34.15 An employee who works overtime on a public holiday or on a substituted public holiday as defined in clause 81 of this Agreement will be paid a rate of 250% of the employee's ordinary hourly rate for all time worked.

Alternatives to Payment of Overtime

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

35 Overtime Meal Allowance

Eligibility for Meal Allowance

- 35.1 An employee who works overtime is entitled to payment of overtime meal allowance where the overtime is worked:

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

Meal Periods

35.2 For the purposes of 35.1 a meal period will mean the following periods:

- (a) 7.00 a.m. to 9.00 a.m.;
- (b) 12 noon to 2.00 p.m.;
- (c) 6.00 p.m. to 7.00 p.m.; and
- (d) midnight to 1.00 a.m.

Rate of Payment for Meal Allowance

35.3 The rate of payment of overtime meal allowance will be \$20.60 and will be in addition to payment of overtime.

35.4 The rate described in clause 35.3 will be varied annually by advice from ACT Chief Minister's Department.

35.5 Where a three-course meal is obtainable by the employee at a canteen, cafeteria or dining room conducted, controlled, or assisted by the Agency, the amount of meal allowance will be the maximum amount for which a three-course meal is obtainable at the canteen, cafeteria or dining room. The rate payable under this clause is in substitution for the rate at 35.3.

36 Rest Relief after Overtime

36.1 In this clause employee refers to employees other than casual employees.

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

36.3 An employee is entitled to be absent from duty, without loss of salary, until the employee has been off duty for a continuous period of eight hours. For this purpose, an employee is considered to be on duty while travelling to and from the workplace.

36.4 If an employee is required by the Chief Executive to return to duty without having had eight consecutive hours off duty, plus reasonable travelling time, the employee must:

- (a) be paid at 200% of the ordinary hourly rate of pay until the employee is released from duty for that period; and
- (b) the employee will then be entitled to be absent until the employee has had eight consecutive hours off duty plus reasonable travelling time, without loss of pay for any ordinary working time occurring during that absence.

36.5 The provisions of clauses 36.1 to 36.4 do not apply to overtime worked in the circumstances covered by Clause 41 Emergency Duty unless the actual time worked (excluding travelling time) is at least three hours on each call.

37 Payment for Public Holiday Duty

37.1 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.

38 On-Call Allowances

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

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

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

38.3 Employees at the ASO 6 (or equivalent) classification and below will be eligible for payment of the on-call allowance. However, the Chief Executive may approve payment of the on-call allowance to employees above this level in exceptional circumstances.

38.4 Where approval has been made for payment under clause 38.3 to an employee above the ASO6 (or equivalent) classification, the hourly rate of pay will be the maximum of the ASO6 (or equivalent) classification.

38.5 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.

38.6 Where an employee who has been in a restricted situation is recalled to duty at the Agency's place of work, the employee will be paid at the applicable overtime rates, subject to a minimum payment of three hours overtime being made to the employee.

38.7 The provisions of Clause 41 Emergency Duty will not apply where an employee is recalled to duty while on on-call.

38.8 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.

38.9 "Recalled to duty at the Agency's place of work" means a recall to perform duty at any designated place of work and is not limited to a recall to perform at the employee's usual place of work. For example, a tradesperson may have a usual place of work, but while the tradesperson is restricted the tradesperson might be recalled to perform duty at a number of different places of work.

- 38.10 Where an employee who has been in a restricted situation is recalled for duty, but is not required to be recalled to the Agency's place of work (for example, where an employee is able to access computer systems at home via remote access), the employee will be paid at the applicable overtime rates, subject to a minimum payment of one hour overtime being made to the employee.
- 38.11 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 clauses 38.6 and 38.10, from the commencement of the recall to duty that attracts the overtime payment.
- 39 Close Call Allowance**
- 39.1 Where an employee is required or directed, prior to ceasing duty, by the employee's supervisor to be contactable and available for immediate recall to duty outside the employee's ordinary hours of duty (a close restricted situation), the employee will be entitled to be paid a close call allowance of:
- (a) twenty percent of the employee's hourly rate of salary for each hour restricted Monday to Friday;
 - (b) thirty percent of the employee's hourly rate of salary for each hour restricted on Saturday and Sunday;
 - (c) forty percent of the employee's hourly rate of salary for each hour restricted on public holidays and rostered days off.
- 39.2 An employee restricted to close call must:
- (a) remain within a radius of thirty minutes vehicle travelling time from the work site; and
 - (b) commence the return to work journey immediately on being recalled, being within five minutes from time of recall.
- 39.3 The Chief Executive may, in special circumstances, allow an employee who cannot meet these requirements to be deemed to be on close call if the employee is able to return to the worksite within forty-five minutes from the time of recall.
- 39.4 An employee's salary for the purpose of calculation of payment under this clause will include higher duties allowance and other allowances in the nature of salary.
- 39.5 Employees at the ASO 6 range (or equivalent) and below will be eligible for payment of the close call allowance. However, the Chief Executive may approve payment of the close call allowance to employees above this level in exceptional circumstances.
- 39.6 Where approval has been made for payment under clause 39.5 to an employee above the ASO6 (or equivalent) classification, the hourly rate of salary will be the maximum of the ASO6 (or equivalent) classification.
- 39.7 The on-call allowance is not payable for any period that the employee does not hold himself or herself at the required degree of readiness to be recalled to duty.
- 39.8 Where an employee who has been in a close restricted situation is recalled to duty at the Agency's place of work, the employee will be paid at the applicable overtime rates, subject to a minimum payment of three hours overtime being made to the employee.
- 39.9 The provisions of Clause 41 Emergency Duty will not apply where an employee is recalled to duty while on on-call.
- 39.10 The on-call allowance is not payable for any period of time where overtime payments are made. Therefore, if the employee performs a period of duty for which overtime is payable, the on-call allowance is not paid for a period equal to the overtime period.

- 39.11 "Recalled to duty at the Agency's place of work" means a recall to perform duty at any designated place of work and is not limited to a recall to perform at the employee's usual place of work. For example, a tradesperson may have a usual place of work, but while the tradesperson is restricted the tradesperson might be recalled to perform duty at a number of different places of work.
- 39.12 Where an employee who has been in a close restricted situation is recalled for duty, but is not required to be recalled to the Agency's place of work (for example, where an employee is able to access computer systems at home via remote access), the employee will be paid at the applicable overtime rates, subject to a minimum payment of one hour being made to the employee.
- 39.13 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 clauses 39.8 and 39.12, from the commencement of the recall to duty that attracts the overtime payment.

40 Rest Relief for Restricted or Close Restricted Situations

- 40.1 Where an employee in a restricted or close restricted situation under clause 38 or clause 39 is recalled to duty, the employee must, other than in exceptional circumstances, be given a genuine opportunity for having eight continuous hours sleep in the 24 hour period where there is a recall to duty.
- 40.2 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.
- 40.3 In exceptional circumstances, if an employee is required by the Agency to resume or continue ordinary work time without having the rest relief as set out in clause 40.1, plus reasonable travelling time, the employee must:
- (a) be paid at 200% of the employee's ordinary hourly rate of pay until the employee is released from duty for that period; and
 - (b) the employee will then be entitled to be absent until the employee has had eight consecutive hours off duty plus reasonable travelling time, without loss of pay for any ordinary working time occurring during that absence.
- 40.4 The parties acknowledge the need for appropriate roster management processes to enable the effective implementation of clause 40.1.

41 Emergency Duty

- 41.1 Where an employee is called on duty to meet an emergency at a time when the employee would not ordinarily have been on duty, and no notice of such call was given to the employee prior to ceasing ordinary duty, the employee will be paid for such emergency duty at the rate of double time.
- 41.2 The time for which payment will be made under this clause will include time necessarily spent in travelling to and from duty.
- 41.3 The minimum payment under this clause will be two hours.
- 41.4 The rate of payment for emergency duty will be 200% of the employee's ordinary hourly rate of pay.
- 41.5 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.

Section G - Pay Related Matters

42 Flexible Remuneration Packaging

- 42.1 Voluntary access to flexible remuneration packaging will be made available to employees on a salary sacrifice basis in accordance with policies and guidelines issued by the Commissioner for Public Administration from time to time.
- 42.2 The employee will meet all costs incurred as a result of remuneration packaging under these provisions.
- 42.3 The employee's salary for superannuation purposes and severance and termination payments will be the gross salary that the employee would receive if the employee were not taking part in flexible remuneration packaging.
- 42.4 Changes to flexible remuneration packaging arrangements, including taxation changes, will not be a cause for further claims against the Agency.
- 42.5 The Agency will continue to provide appropriate information to employees concerning flexible remuneration packaging.

43 Special Employment Arrangements

- 43.1 The parties recognise that in some special circumstances it may be necessary for the Agency to determine that an employee or group of employees who are bound 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 as specified in Annex B to this Agreement.
- 43.2 The parties have agreed on a Framework under which Special Employment Arrangements may apply in the Agency during the life of this Agreement, which is set out in Annex B to this Agreement.

44 Classification/Work Value Review

- 44.1 An employee, or a group of employees, or the employee representatives, may present a case to request the Agency to undertake a classification/work value review of a position or group of positions.
- 44.2 Where the Agency agrees to such a request it will undertake the review in consultation with the employee(s) and the employee representatives.
- 44.3 Where the parties cannot reach agreement on the need to conduct the review then it will be open to either party to seek to resolve the disagreement in accordance with the dispute resolution procedure.
- 44.4 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)
- 44.5 These provisions do not affect the right of the Agency to undertake a classification/work value review at its own initiative.

45 Supported Wage System

- 45.1 Employees who are assessed as eligible to receive a supported wage under clause 45.2 are to be paid the percentage of salary 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 salary range per week.
- 45.2 Assessment of productive capacity will be by a representative of the Agency and a representative nominated by the employee or an accredited assessor, in consultation with the employee. The assessment will be recorded in an assessment instrument. The Agency will lodge agreed assessment instruments with the Industrial Registrar. Reviews of assessment of an employee's productive

capacity will be conducted annually or earlier on reasonable request consistent with the supported wage system.

46 Salary Overpayments

- 46.1 A salary overpayment is any payment in respect of salary, allowance or leave, whether the overpayment is by accident or otherwise, to which the employee is not entitled.
- 46.2 In the event that an employee has received a salary overpayment, the Agency will recover the overpayment in accordance with this clause.
- 46.3 Where a salary overpayment has occurred, the Agency 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.
- 46.4 The Agency and the employee will agree on a reasonable recovery rate having regard for all of the circumstances prior to any recovery being made. Where agreement cannot be reached clause 46.6 will apply.
- 46.5 Any such agreement may include recovery of the salary overpayment by the Agency:
- (a) as a lump sum; or
 - (b) by payroll deduction from salary
- 46.6 Where the Agency 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 salary, or such other rate determined by the relevant Chief Executive having regard for all of the circumstances.
- 46.7 Despite clauses 46.4 and 46.6, the recovery period will not usually exceed 26 pay periods.
- 46.8 Any outstanding money owing to the Agency when an employee ceases employment is to be recovered by deduction from any final entitlements payable to the employee. If a debt still exists further debt recovery action is to be taken by the Agency unless the relevant Chief Executive:
- (a) directs the recovery be waived, in part or in full, based on evidence provided by the employee of exceptional circumstance or that such recovery would cause undue hardship; or
 - (b) determines that an overpayment is not recoverable.
- 46.9 Where the relevant Chief Executive determines that an overpayment is not recoverable, the provisions of the relevant Chief Executive Financial Instructions, relating to the waiver and write off of monies, will apply

47 Salary Underpayments

- 47.1 Where the Agency agrees that an employee has been underpaid on the employee's base rate of salary, and the employee requests, an offline payment for the amount owing will be made to the employee within three working days of the Agency receiving the request.
- 47.2 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 Agency receiving the request.

Section H - Allowances

48 Operation of Allowances

- 48.1 Expense, disability and skill related allowances provided for in this Agreement are set out in Annex C.
- 48.2 Subject to clause 48.3, the rates for all allowances provided for in this Agreement will be adjusted by the rate of increases in pay in accordance with clause 28.2.
- 48.3 The rates for Motor Vehicle Allowance and the Overtime Meal Allowance will be adjusted annually in accordance with advice from Chief Minister's Department.
- 48.4 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.
- 48.5 Part-time and casual employees who satisfy the requirements for payment of a disability or a skill related allowance under this Agreement will receive the allowance on a proportional basis.
- 48.6 Allowances payable to casual employees under this Agreement are not subject to the loading prescribed in clause 26.

Section I - Relocation Support

49 Relocation Subsidy Reimbursement

- 49.1 The principle behind the relocation subsidy is to provide assistance to employees recruited from interstate or overseas with the reasonable costs of relocation.
- 49.2 The Chief Executive may approve a relocation subsidy payment to a prospective employee of such an amount up to a pre-determined ceiling as the Chief Executive considers is reasonable in the prospective employee's circumstances. The relevant pre-determined ceiling is \$12,000 for singles, increased by \$2,000 for each dependant (maximum of six dependants). Reimbursement above six dependants will increase by \$1,750 for each additional dependant.
- 49.3 The Agency will inform the prospective employee of the predetermined ceiling prior to the prospective employee's relocation.
- 49.4 The relocation payment is to be fully supported by receipts.
- 49.5 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.
- 49.6 The Chief Executive may approve payment in excess of the approved amount or ceiling in exceptional circumstances.
- 49.7 In the event that the employee terminates the employee's employment with the Agency within eighteen months of the date of appointment and does not commence employment with another ACTPS Agency within one month, the employee may be required by the Chief Executive to repay:
 - (a) in the case the employee terminates employment within twelve months from the date of appointment – 100% of the relocation payment; 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 payment

Section J - Productivity Measures

50 ACTPS Classification Review And Single Salary Spine

50.1 The parties note that the Chief Minister's Department will undertake a review of the current classification structure in the ACTPS, including in the Agency. This will be undertaken in consultation with nominated employee representatives.

50.2 The review will be completed by July 2009.

50.3 The review will involve:

- (a) development and finalisation of work level standards and related descriptors for all current ACTPS classifications and their inclusion in legislation.
- (b) consideration of moving to a single salary spine for ACTPS classifications, based on an assessment and comparison of the relevant competency profiles and assessment and comparison of the respective work value of the classifications.
- (c) development of a staggered implementation process and related transitional arrangements.
- (d) the inclusion of mandatory qualifications will be addressed as part of this Review.
- (e) the new competency profiles to be used as a base starting point for purposes of establishing new classification levels.
- (f) assessment of the financial implications of adopting a single salary spine.
- (g) no employee will be disadvantaged by this process. Existing increment dates will be retained for all current employees.

50.4 The parties will consult on the outcomes of this Review and the implications for the Agency. With the exception of changes required to the PSM Act or Standards, no outcomes will be implemented within the Agency without the agreement of the parties.

51 Reducing Workers Compensation Premiums

51.1 The Agency, in consultation with employees and the Agency Consultative Committee, will seek to reduce the incidence of psychological injury amongst its employees by:

- (a) developing and implementing systems for identifying, assessing and recording the risk and incidence of psychological injury in the workplace.
- (b) developing and implementing Harassment and Bullying management policies and processes, and ensuring employees are aware of these policies and processes including mechanisms available to employees to seek remedy of such occurrences.
- (c) developing and implementing strategies that address the causes of psychological injury in the workplace.
- (d) providing early intervention support and assistance aimed at safe and sustainable return to work of injured employees.
- (e) providing rehabilitation and return to work assistance in partnership with the employee, preferably before a workers' compensation claim has been lodged.
- (f) monitoring and reviewing the implementation and effectiveness of (c), (d), and (e).

51.2 The Agency will report to the Chief Minister's Department on progress in implementing the above measures within two years of commencement of the Agreement.

52 Reducing Absenteeism

52.1 The Agency, in consultation with the Agency Consultative Committee, will examine and develop strategies to reduce the current levels of absenteeism in the Agency. The review will involve:

- (a) ensuring that there is a suitable database available to manager/supervisors in the Agency concerning the taking of leave and the levels of absenteeism
- (b) identifying measures to reduce absenteeism and unauthorised absences.
- (c) developing appropriate arrangements for support and counselling employees to resolve issues contributing to absenteeism
- (d) developing processes for dealing effectively with poor individual attendance performance.

52.2 The review will be completed within eighteen months of the commencement of this Agreement.

53 Allowances – Rationalisation

53.1 The parties note that the Chief Minister's Department will undertake a review of current allowances in the ACTPS, including allowances provided for in this Agreement. The principal objective of this Review is the simplification, consolidation and rationalisation of these allowances. This will be undertaken in consultation with nominated employee representatives.

53.2 The review will be completed by December 2008.

53.3 The parties will consult about the progress of this review and about the possible implications for the Agency and its employees of the outcomes of the review.

53.4 The parties will consult on the outcomes of this review and the implications for the Agency. No outcomes will be implemented within the Agency without the agreement of the parties.

54 Reduced Annual Leave Liability

54.1 The parties recognise that it is important to the health and wellbeing of employees in the Agency that employees should be encouraged to use the annual leave entitlements provided for under this Agreement on a regular basis. This will involve effective planning and management of leave by managers/supervisors including in situations where employees change the employees' ordinary hours of work.

54.2 The parties also recognise that it is in the interests of both employees and the Agency that the Agency is able to reduce the levels of leave liability it currently has.

54.3 The parties note that this Agreement contains provisions that are intended to assist in meeting these objectives.

54.4 The Agency will monitor the implementation of these provisions and will consult with the Agency Consultative Committee on the outcomes.

PART 4 WORK-LIFE BALANCE

Section K - Recognition of Work and Life Responsibilities

55 Introduction to Work-Life Balance

- 55.1 The ACT Government is committed to the concept of work and life balance and recognises the importance of employees balancing work and personal life.
- 55.2 The parties acknowledged that 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, the parties recognise that employees have different needs at different times.
- 55.3 The Agency recognises the need to provide sufficient support and flexibility at the workplace to assist employees in achieving work and life balance. While family friendly initiatives are important aspects of work and life balance, it is also important that all employees, at all stages in the employees' working lives, are supported in this manner.
- 55.4 The Agency is committed to providing employees with a work/life balance that recognizes the family and other personal commitments of employees. In keeping with that commitment, this Agreement contains measures and entitlements to achieve that balance.
- 55.5 The manager/supervisor will only deny an employee's request for leave or 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.

56 Employees with Caring Responsibilities

- 56.1 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.
- 56.2 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.
- 56.3 The Agency recognises that carer responsibilities vary considerably, depending on the level of care and assistance required and may be suddenly imposed, or may increase gradually. The Agency also recognises that, generally, employees are able to provide care and assistance outside normal working hours. However, there are times that employees are required to provide more support or assistance because of illness, injury or disability.
- 56.4 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.

56.5 Access to the leave entitlements listed in clause 56.4 is as provided for in this Agreement and or the PSM Act and Standards.

57 Mature Age Employment Strategy

57.1 The parties acknowledge the importance of a diverse workforce in the Agency, including the continuing participation, where mutually convenient, of mature age employees.

57.2 The parties will consult to develop strategies and initiatives that may assist the successful recruitment and retention of mature age employees in the Agency.

57.3 The parties recognise that such strategies and initiatives may need to apply differently to meet the particular circumstances of the employee, and so will be the subject of discussion and agreement between the employee and the relevant manager/supervisor.

57.4 These strategies and initiatives may include:

- (a) developing flexible working arrangements, such as variable employment, part-year employment, job sharing and purchased leave;
- (b) planning phased retirement arrangements for individual mature age employees who are considering retirement within four to five years, including through reducing the employee's management or higher level responsibilities during a phased retirement period;
- (c) examining the implications of current superannuation legislation for using such flexible employment and working arrangements and informing affected employees how such implications may be addressed;
- (d) arranging training to assist the employee in any changing roles the employee may have as part of the employee's phased retirement;
- (e) developing arrangements to facilitate the return of former mature age employees, including by engaging such persons in the Agency for a short period in a mentoring capacity;
- (f) at the discretion of the Chief Executive, contributing to the cost to an employee of financial advice received as part of planning for a phased retirement period,

58 Volunteering

58.1 The parties recognise the community partnerships between ACT Government agencies and volunteers and the valuable contribution to the ACT community that volunteers make.

58.2 Accordingly, the Agency will support employees who take part in volunteering activities where the employees choose to do so.

59 Management of Excessive Hours

- 59.1 The parties to this Agreement recognise 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.
- 59.2 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.
- 59.3 The Agency will consult with the Agency Consultative Committee about the development and implementation of appropriate strategies to deal with issues associated with both paid and unpaid overtime.

Section L - Flexible Working Arrangements

60 Regular Part Time Employment

Conversion to Part-Time Employment

- 60.1 A person may be employed in any classification as a permanent part-time officer for an agreed number of regular hours per week that is less than the ordinary weekly hours specified in this Agreement for that relevant classification over a four-week period.
- 60.2 Proposals for part-time employment may be initiated by the Agency for operational reasons or by an officer for personal reasons.
- 60.3 Where an officer initiates a proposal the Chief Executive will have regard to the personal reasons put by the officer in support of the proposal and to the Agency's operational requirements.
- 60.4 The Chief Executive will obtain the written agreement of a full-time officer before the officer converts to part-time.
- 60.5 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.
- 60.6 The pattern of hours and days and commencement and cessation times for part-time work will be agreed between the employee and the employee's manager/supervisor and recorded in writing.

Variation to Part-Time Hours

- 60.7 Proposals to vary a part-time employment arrangement may be initiated by an Agency for operational reasons or by an officer for personal reasons.
- 60.8 Where an officer initiates a proposal the Chief Executive will, have regard to the personal reasons put by the officer in support of the proposal and to the Agency's operational requirements.

- 60.9 The Chief Executive will obtain the written agreement of the officer before the officer's hours are varied.
- 60.10 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.
- 60.11 The pattern of hours and days and commencement and cessation times for part-time work will be agreed between the employee and the employee's manager/supervisor and recorded in writing.

61 Job Sharing

- 61.1 In this clause employee refers to employees other than casual employees.
- 61.2 Job sharing arrangements may be introduced by agreement between the Agency 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.
- 61.3 A full-time employee must request in writing permission to work in a job sharing arrangement. The Agency will agree to reasonable requests for regular job sharing arrangements, subject to operational requirements.
- 61.4 The pattern of hours for the job sharing arrangement will be agreed between the employee and the Agency. However, any single attendance at the office-based worksite will be for not less than three consecutive hours.
- 61.5 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.
- 61.6 In the event that either employee ceases to participate in the job sharing arrangement, the arrangement will terminate.

62 Permanent Part-Time Employment Following Leave under Clauses 76, 77, or 79

- 62.1 Subject to this clause, the Chief Executive will approve and an application by an officer employed on a full-time basis who returns to work after leave following the birth or adoption of a child, to work on a part-time basis for a period of up to three years from the birth or adoption of the child.
- 62.2 An application by an officer to access part-time work under this clause will only be approved where the officer agrees, where necessary, to be placed on the Agency's unattached list.
- 62.3 The maximum aggregate period of part-time employment that may be approved for an officer under clause 62.1 is seven years.
- 62.4 Either the officer who accesses paid Primary Care Giver Leave under clause 77 or the mother who is entitled to and accesses paid Maternity Leave under clause 76 will be entitled to access permanent part-time employment as provided in clause 62.1.

63 Home Based Work

- 63.1 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.
- 63.2 Home-based work, on a regular basis, is a voluntary arrangement that requires the agreement of both the Agency and the employee. The Chief Executive will consider requests by employees for Home-based work, having regard to operational requirements and the suitability of the work.

- 63.3 In determining appropriate home based work arrangements, the Chief Executive and employees will consider a range of matters, including:
- (a) appropriate and effective communication with office based employees;
 - (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.
- 63.4 Home based work arrangements may be terminated by the Chief Executive on the basis of operational requirements, inefficiency of the arrangements, or failure of the employee to comply with the arrangements.
- 63.5 An employee may terminate home-based work arrangements at any time by giving reasonable notice to the Chief Executive.
- 63.6 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 supervisor/manager.
- 63.7 The Agency will provide home computing facilities where an employee and the employee's supervisor/manager agree there is a need for such facilities. Provision of equipment by the Agency will be subject to occupational health and safety requirements and to an assessment of technical needs by the supervisor/manager.

Section M - Employee Support

64 Employee Assistance Program

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

65 Scheduling of Meetings

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

66 Vacation Childcare Program

- 66.1 This clause applies to an employee (other than a casual employee or a temporary employee who has been engaged by the Agency for a period of less than twelve months) with school age children who makes an application for annual leave, purchased leave or long service leave during school holidays that is rejected. In these circumstances the Agency will make payment to the employee for each calendar year based on:

- (a) forty dollars per day towards the cost of each school child enrolled in an accredited school holiday program;
- (b) up to a maximum of \$200 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;
- (e) reimbursement on production of a receipt.

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

- 66.2 The payment will apply only on the days when the employee is at work.
- 66.3 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.
- 66.4 An employee whose domestic partner receives a similar benefit from the employer's employer is not eligible for the payment.

67 Family Care Costs

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

68 Nursing Mothers

- 68.1 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.
- 68.2 Where practicable the Agency will establish and maintain a room for nursing mothers. Where there is no room available another appropriate space may be used.
- 68.3 Up to one hour, per day/shift, paid lactation breaks will be available for nursing mothers.

Section N - Leave

69 Leave Below One Day

- 69.1 Employees with access to flextime will use flextime for all absences of less than one day wherever practicable; however personal leave may still be accessed for these absences.

70 Personal Leave

Personal Leave: General

- 70.1 Personal leave combines:
- (a) absence due to personal illness or injury (sick leave);
 - (b) absence where an employee is required to care for a member of the employee's immediate family or household who is sick (carer's leave); and
 - (c) leave in special circumstances
- 70.2 The entitlements and eligibility requirements for personal leave that are provided in the PSM Management Standards will continue to apply except where varied under this clause.
- 70.3 The provisions for war service sick leave, as set out in the PSM Standards, will continue to apply.

Personal Leave: Entitlement

Officers and Long Term Temporary Employees

- 70.4 An officer or a long-term temporary employee will receive 3.6 weeks of personal leave on commencement with the Agency. Subject to clause 70.14, 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.
- 70.5 A part-time officer or a part time long term temporary employee will receive personal leave on a pro rata basis based on the employee's prescribed weekly hours of duty on the employee's accrual date.

70.6 On appointment under the PSM Act, officers will have any personal leave credit with an organisation that is recognised for prior service purposes, added to the employee's personal leave credit. In order to be recognised for personal leave purposes, the previous service must have terminated no more than two months prior to the appointment. On the officer's normal accrual date, the officer will then receive personal leave in accordance with clause 70.4.

Short Term Temporary Employees

70.7 A short-term temporary employee will receive 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.

70.8 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 70.4.

70.9 A short term temporary employee appointed prior to completing twelve months service will receive a personal leave credit of 3.6 weeks less any leave with pay granted under clause 70.7. For subsequent accruals short-term temporary employee will receive personal leave on the same basis as an officer on the anniversary of the commencement of the officer's employment.

Casual Employees

70.10 A casual employee will receive the loading set out in clause 26.3 instead of personal leave.

Employees on Compensation

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

Personal Leave: Accrual

70.12 Personal leave is cumulative.

70.13 If an employee changes ordinary weekly hours of duty, the employee's personal leave will be adjusted in accordance with the following formula:

$$\frac{\text{New working hours} \times \text{personal leave credit}}{\text{Old working hours}}$$

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

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

Granting of Personal Leave

70.16 The Chief Executive may grant personal leave with pay, subject to available credits, for a period of absence when the employee applies for personal leave due to personal illness or injury or for the care of a member of the employee's immediate family or household who is sick and, subject to clause 70.23, produces documentary evidence.

70.17 An employee must advise their manager as soon as reasonably practicable of their absence, or intention to be absent on personal leave.

70.18 Personal leave must not be granted where the absence is associated with the misconduct of the employee, or where there is not sufficient cause. The Chief Executive may determine that the absence does not count as service for any purpose.

- 70.19 Subject to the approval of the Chief Executive, in special circumstances an employee may elect to use personal leave at half pay for absences of at least one week which will be deducted from the employee's accrued credits at a rate of 50% of the period of absence.
- 70.20 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 annual leave or long service leave and who produces satisfactory documentary evidence, may apply for personal leave. If approved, the relevant annual leave or long service leave will be re-credited to the extent of the paid personal leave granted.
- 70.21 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.

Documentary Evidence

- 70.22 The Chief Executive will accept medical evidence in accordance with section 254 of the WR Act and Part 7 Division 5 Personal Leave, of the Workplace Relations Regulations 1996.
- 70.23 If documentary evidence is not produced when an employee applies for leave for personal illness or injury or for the care of a member of the employee's immediate family or household who is sick, the Chief Executive may grant personal leave up to three consecutive working days with pay, to a maximum of seven working days in any accrual year. Absences in excess of three consecutive days, or seven days in any accrual year are unauthorised and will be without pay.
- 70.24 The Chief Executive may, with reasonable cause, request a medical certificate for any absence at the time of notification of the absence.
- 70.25 In addition to the provisions contained in sections 405, 406 and 484 of the Public Sector Management Standards, the Chief Executive may refer an employee for a medical examination by a nominated medical practitioner at any time. This may be for reasons including but not limited to:
- (a) where the Chief Executive is concerned for the wellbeing of an employee and considers that the health of the employee is affecting the employee's ability to adequately perform the employee's duties; or
 - (b) where the Chief Executive considers the documentary evidence supplied for absences due to personal illness or injury is inadequate.

Arrangements Where An Employee Has Exhausted the Employee's Personal Leave Credit

- 70.26 Despite clause 70.28, the Chief Executive may allow an officer, in the first ten years of service, when the officer provides documentary evidence that the officer has a personal illness or injury, to anticipate one year's personal leave accrual where all full pay credits are exhausted. Temporary employees are not entitled to anticipate personal leave.
- 70.27 The Chief Executive may, where such treatment is justified, grant an officer who has completed ten years of service an additional period of personal leave to cover periods of personal illness or injury. Such leave will be at half pay and will only be granted where all full pay credit has been exhausted.
- 70.28 Where paid credits have been exhausted, the Chief Executive may approve personal leave without pay for personal illness or injury or for the care of a member of the employee's immediate family or household who is sick. Unpaid personal leave will count as service for all purposes.
- 70.29 If an ill employee exhausts the employee's paid personal leave entitlement and produces documentary evidence of continuing personal illness or injury, the employee may apply to the Chief Executive for approval to take annual leave or

long service leave. If approved, this leave will not break the continuity of the 52 weeks under clause 70.30.

Maximum Period of Absence on Personal Leave

- 70.30 The maximum continuous period for which paid leave for personal illness or injury may be granted is 52 weeks. The maximum continuous period for which paid and unpaid leave for personal illness or injury may be granted is 78 weeks. Subject to the production of satisfactory documentary evidence, further absence beyond the 78 weeks due to personal illness or injury must be granted as leave without pay not to count as service for any purpose.
- 70.31 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 clause 70.30.
- 70.32 Subject to clause 70.30, there is no restriction on the amount of personal leave up to the available credit able to be used and approved in relation to the care of a member of an employee's immediate family or household who is sick.

Personal Leave in Special Circumstances

- 70.33 Subject to clause 70.34 and clause 70.35, the Chief Executive may approve personal leave other than for personal illness, or the care of a member of the employee's immediate family or household who is sick, in special circumstances. Special circumstances cover extraordinary or unforeseen circumstances where it is essential that the employee have leave from the workplace. In these special circumstances, reasonable evidence may be required by the Chief Executive.
- 70.34 While personal leave in special circumstances does not require documentary evidence, such evidence may be a form of reasonable evidence provided to the Chief Executive when requesting this leave.
- 70.35 A maximum of four days leave in special circumstances may be approved within an accrual year. These four days are in addition to the seven days personal leave without documentary evidence that may be granted under clause 70.23. Any paid leave in special circumstances granted under this clause will be deducted from the employee's personal leave credit.

Personal Leave On Compassionate Grounds

- 70.36 The Chief Executive may approve paid personal leave of up to two days on each occasion to enable the employee to spend time with a person who is a member of the employee's immediate family or household who has a personal illness or injury that poses a serious threat to the person's life.
- 70.37 Where paid credits have been exhausted, the Chief Executive may approve up to two days additional paid personal leave on each occasion to enable the employee to spend time with a person who is a member of the employee's immediate family or household who has a personal illness or injury that poses a serious threat to the person's life.

71 Bereavement Leave

- 71.1 Bereavement leave with pay applies from the first day of service and counts as service for all purposes.
- 71.2 Employees (other than casual employees) are entitled to up to three days leave (non-cumulative) on each occasion of a death of a member of the employee's immediate family or household, and on the death of an employee's parent, parent of domestic partner, foster parent, step-parent, step sibling, guardian or foster child.
- 71.3 Proof of bereavement and relationship must be provided if requested.
- 71.4 Bereavement leave granted of at least one day whilst on another type of leave will result in the re-crediting of that leave.

71.5 Further paid or unpaid bereavement leave, in addition to clause 71.2, may be granted if considered appropriate by the Chief Executive.

72 Annual Leave

Entitlement to Annual Leave

- 72.1 Full time employees (other than casual employees) are entitled to:
- (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.
- 72.2 Where less than a full year is worked, employees are entitled to annual leave on a pro-rata basis.
- 72.3 Part-time employees will accrue a pro-rata credit based on the number of part-time hours worked.
- 72.4 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
- 72.5 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.
- 72.6 Annual leave accrues on a daily basis, according to the formula set out below:
 $(A \times B \times D) / C$
where
A = Number of ordinary hours per week worked;
B = One or zero (where the day does not count as service);
C = Number of calendar days in the year; and
D = Four (basic annual leave accrual of four weeks).
- 72.7 Unauthorized absence will not contribute to the annual leave credit.
- 72.8 Where any public holiday occurs for which the employee is entitled to payment, during any period of annual leave, the period of the holiday is not deducted from the annual leave entitlement.
- 72.9 An employee who is medically unfit for duty for one day or longer while on annual leave and who produces satisfactory medical evidence may apply for personal leave. In these circumstances, annual leave will be re-credited for the period of personal leave granted.

Access to Annual Leave

- 72.10 The parties agree that, consistent with the purpose of annual leave:
- (a) employees will be encouraged to use the employees' annual leave entitlements within the year that it accrues; and
 - (b) the Chief Executive should approve applications by employees to take annual leave in the year that it accrues, subject to operational requirements.
- 72.11 If the Chief Executive does not approve an application by an employee for annual leave because of operational requirements, the Chief Executive will consult with the employee to determine a mutually convenient alternative time (or times) for the employee to take the leave.

- 72.12 Where 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.

Reduction of Excess Annual Leave Credits

- 72.13 Where an employee has accrued two years 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 maximum 2.5 years credit.
- 72.14 An employee who has an annual leave credit in excess of 2.5 years of entitlement:
- (a) on lodgement of the Agreement; or
 - (b) on joining, or returning to, the Agency; or
 - (c) on returning to duty from compensation leave;
- will have twelve months to reduce the employee's annual leave balance to 2.5 years of entitlement or below.
- 72.15 The Chief Executive may direct an employee who has annual leave credit of 2.5 years or more to take annual leave, subject to giving the employee one calendar months notice and subject to clause 72.18.
- 72.16 The amount of annual leave that an employee may be directed by the Chief Executive under clause 72.14 to take will be less than, or equal to, 1/4 of the amount of credited annual leave the employee is entitled to take at the time that the direction is given.
- 72.17 The employee may apply to take additional annual leave at this time and the application will be approved unless exceptional circumstances apply.
- 72.18 An employee may not be directed under clause 72.15 to take annual leave where the employee has made an application for a period of annual leave equal to or greater than the period specified in clause 72.15 in the past six months and the application was not approved. The manager/supervisor and the employee may agree to vary the annual leave usage plan consistent with clause 72.13.

Cashing out of Annual Leave

- 72.19 An employee may cash out up to two weeks of the employee's annual leave credit where that credit has exceeded two years accumulated leave subject to the following:
- (a) the employee providing the Chief Executive with a written election to do so;
 - (b) the Chief Executive authorising the election; and
 - (c) the employee taking at least one week of annual leave in conjunction with this entitlement or the employee has taken at least one week of annual leave in the past six months.
- 72.20 An employee may only cash out annual leave in accordance with clause 72.19 once during each twelve-month period.

Half Pay Annual Leave

- 72.21 Employees are entitled, subject to operational requirements, to elect to use annual leave at half pay for any period up to the available annual leave credit. Credits will be deducted at a rate of 50% of a credit per day.

Payment on Separation

72.22 Employees will receive payment on separation from the Agency of any unused annual leave entitlement.

73 Annual Leave Loading

73.1 Employees who are entitled to annual leave under clause 72 will be paid an annual leave loading.

73.2 The amount of an employee's entitlement under clause 73.1 will be based on whichever is the greater of the following:

- (a) subject to 73.3, seventeen and a half percent 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 twelve months service (excluding shift penalties); or
- (b) any shift penalties that the employee would have received had the employee not been on approved annual leave.

73.3 Where an employee's entitlement is based on clause 73.2(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 September 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.

73.4 Part time employees will be paid the annual leave loading on a pro rata basis.

73.5 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.

73.6 Annual leave loading accrued by eligible employees will be paid at such a time as the employee nominates, by making a written request to the Agency.

73.7 Any unpaid annual leave loading accrued by employees will be paid each year on the first payday in December.

74 Purchased Leave

The Scheme

74.1 Subject to clauses 74.3 and 74.4, 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. This additional leave will be paid for by a fortnightly deduction from the employee's salary over an agreed acquittal period not exceeding twelve months from the date the employee commences participation in the purchased leave scheme ("the scheme").

Approval to Participate

74.2 Full and part-time employees (other than casual employees) who are covered by this Agreement may apply to the Chief Executive for approval to participate in the scheme at any time. The application must specify the amount of leave to be purchased in whole weeks up to a maximum of twelve weeks, and the period over which the additional leave is to be acquitted in accordance with clause 74.1.

74.3 Approval by the Chief Executive for an employee to purchase and use purchased leave is subject to both the operational requirements of the workplace and the personal responsibilities of the employee.

74.4 Approval to purchase additional leave will not be given where an employee has accrued excess annual leave credit (clause 72.13), except where the employee intends to use all excess annual leave credit before taking purchased leave.

Paying for Purchased Leave

- 74.5 Fortnightly deductions, from the employee's salary, will commence as soon as practicable following approval of the employee's application. The deductions will be calculated on the employee's salary at the date of commencement of participation in the scheme, the amount of leave to be purchased and the agreed acquittal period.
- 74.6 Despite clause 74.5, if the employee's salary changes during the acquittal period the employee may seek approval for the deduction to be recalculated.
- 74.7 Subject to clause 74.8, regular allowances may be included in the calculation of purchased leave payments where:
- (a) the Agency 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.
- 74.8 Disability allowances, which are paid according to the hours worked, cannot be included for the purposes of calculating purchased leave payments.

Taxation

- 74.9 Fortnightly tax deductions will be calculated on the employee's gross salary after the deduction has been made for purchased leave.

Use of Purchased Leave

- 74.10 Employees participating in the scheme must apply to the relevant manager/supervisor for approval to use purchased leave. Approval will be subject to the operational requirements of the workplace, the personal responsibilities of the employee and appropriate periods of notice.
- 74.11 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 relevant manager/supervisor is satisfied, on evidence presented, there are exceptional circumstances which warrant purchased leave being taken in shorter periods. For part-time employees, purchased leave will be credited and debited on a pro-rata basis.
- 74.12 While an employee is on a period of purchased leave the employee will be paid at the rate of salary used to calculate the employee's deduction.
- 74.13 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.

Public Holidays during Purchased Leave

- 74.14 Public Holidays that fall during periods of absence on purchased leave will be paid as a normal public holiday and will not be deducted from purchased leave.

Personal Leave during Purchased Leave

- 74.15 Where an employee provides a medical certificate 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 medical certificate, and substituted by personal leave.

Maternity and Primary Care Giver's Leave

- 74.16 An employee participating in the scheme who proceeds on paid maternity or primary care giver's leave may elect to, either:
- (a) exit the purchased leave scheme and have any money owing refunded;
 - or

- (b) subject to clause 74.17, remain in the scheme and have salary deductions continue during the period of paid maternity or primary care giver's leave.

74.17 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 or primary care giver's leave.

Compensation Leave

74.18 An employee participating in the scheme who proceeds on paid compensation leave will have salary 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.

Effect on Other Entitlements

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

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

74.21 Purchased leave will not affect the payment and timing of salary increments.

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

Transfer between ACTPS Agencies

74.23 Where an employee who is participating in the scheme transfers from one ACTPS Agency to another ACTPS Agency during the agreed acquittal period, the employee's continuation in the scheme will be subject to the separate approval of the gaining Agency. Where such approval is not given, any money owing to the employee in respect of purchased leave not taken will be refunded to the employee as soon as practicable. Any shortfall in salary payments will be deducted from monies owing to the employee.

Early exit from the Scheme

74.24 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 provisions of clause 74.16(a) and/or clause 74.23 apply; or
- (b) the employee can demonstrate, in writing, that exceptional circumstances exist, such as unforeseen financial hardship, and the relevant manager agrees; or
- (c) the employee's employment with the Agency ceases before the expiration of the agreed acquittal period.

75 Long Service Leave

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

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

75.3 Where an employee whose period of employment is less than ten years but not less than one year

- (a) ceases to be an employee, otherwise than because of the employee's death, on, or after, the employee attaining the minimum retiring age; or
- (b) ceases to be an employee because of the employee's redundancy; or

- (c) ceases to be an employee and satisfies the Agency that the employee so ceasing is due to ill health of such a nature as to justify the employee so ceasing;

the Agency will authorise payment to the employee under this subsection in accordance with section 159 of the PSM Act

- 75.4 Employees will receive payment on separation of any pro-rata entitlements after seven years eligible service.
- 75.5 If an employee whose period of employment is not less than one year dies, the Chief Executive may authorise payment to a dependant of the employee of an amount equal to, or payments to two or more dependants of the employee of amounts aggregating, the amount that would have been payable to the employee under subsection 159 (4) of the PSM Act if the employee had, on the day the employee died, ceased to be an employee otherwise than because of death, on or after, the employee attaining the minimum retiring age.
- 75.6 The parties recognise and accept mutual responsibility to encourage utilisation of long service leave and accordingly have agreed to the following provisions.
- 75.7 Employees may be granted leave in blocks of not less than seven days/shifts if the employees so request.
- 75.8 Long service leave may be taken on double, full or half pay when approved by the Chief Executive and subject to operational requirements, with credits to be deducted on the same basis.
- 75.9 If the Chief Executive does not approve an application by an employee for long service leave because of operational requirements, the Chief Executive will consult with the employee to determine a mutually convenient alternative time (or times) for the employee to take the leave.

76 Paid Maternity Leave

- 76.1 The eligibility requirements and entitlements for maternity leave under the PSM Act and Standards apply subject to the provisions of this clause.
- 76.2 Where sections 168 and 170 of the PSM Act apply, employees are entitled to fourteen weeks paid maternity leave.
- 76.3 Employees may spread the payments for the fourteen-week paid maternity leave absence over a twenty-eight week period at half pay. The additional period of paid maternity leave will count as service for all purposes.
- 76.4 The Chief Executive may approve, subject to a medical certificate, 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.
- 76.5 The entitlement to fourteen weeks paid maternity leave, or to twenty-eight weeks paid maternity leave at half pay, may be taken in any combination subject to the requirements in section 173 of the PSM Act on the production of a medical certificate on the employee's fitness for duty.
- 76.6 Entitlements under this clause do not extend the maximum period of paid and unpaid maternity leave available.

77 Paid Primary Care Giver Leave

- 77.1 This clause does not apply to casual employees.
- 77.2 Where an employee, other than an employee entitled to paid maternity leave under clause 76, demonstrates that the employee is the primary care giver of a newborn or adopted child, then, subject to clause 77.5, the provisions of clause 76 will apply.

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

Example 2: The primary care giver may be the domestic partner of the mother.

- 77.3 The granting of leave under this clause is subject to the employee providing the Agency with appropriate evidence concerning the reasons for and circumstances under which the leave application is made, which may include, where relevant:
- (a) a medical certificate relating to the expected date of birth of a child;
 - (b) documents from an adoption authority concerning the proposed adoption of a child;
 - (c) details of leave being taken by the employee's domestic partner.
- 77.4 For the purposes of this clause a newborn is considered to be a baby of up to fourteen weeks old. For an adopted 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. In extenuating circumstances, the Chief Executive may approve paid primary care giver leave when a newborn is more than fourteen weeks old.
- 77.5 The total combined entitlement under this clause and clause 76 and equivalent clauses in any other ACTPS collective agreement is fourteen weeks of paid leave in relation to each particular birth or adoption, which may be taken in any combination by the primary care giver provided that the mother and the other employee entitled to primary care giver leave do not take these forms of paid leave concurrently.
- 77.6 This clause is subject to the requirements of section 173 of the PSM Act on the production of a medical certificate on the fitness for duty of the mother where these requirements are relevant.
- 77.7 Entitlements under this clause do not extend the maximum period of parental leave available to the employee.

78 Paid Bonding Leave

- 78.1 An employee, other than a casual employee, is entitled to five days paid bonding leave and up to five days paid personal leave for bonding purposes, at the time of the birth or adoption of a child by the domestic partner.
- 78.2 Where an employee's domestic partner is also an employee, this leave may be taken concurrently with the domestic partner receiving paid maternity or paid primary care giver's leave.

79 Unpaid Parental Leave

- 79.1 In addition to the provisions for paid maternity leave and paid primary care giver's leave as set out in clauses 76 and 77, employees are entitled to unpaid parental leave. This clause should be read in conjunction with the PSM Standards.
- 79.2 Casual employees are eligible for unpaid parental leave where the casual employees are eligible casual employees for unpaid maternity leave or unpaid paternity leave under the WR Act.
- 79.3 Parental leave is without pay and does not count as service.
- 79.4 The Chief Executive will, on application, grant an employee unpaid leave for a period of up to three years following the birth or adoption of a child. This will include any period of paid or unpaid maternity leave.
- 79.5 An application by an employee for unpaid parental leave under 79.1 in addition to paid or unpaid maternity leave or paid primary care giver's leave will only be approved where the employee agrees to be placed on the Agency's unattached list.
- 79.6 Either parent may be granted unpaid parental leave if both are employees in the Agency but the leave may not be taken concurrently.
- 79.7 The maximum aggregate unpaid parental leave that may be approved for an employee under this clause is seven years.

Use of other forms of leave whilst on unpaid Parental Leave

79.8 An employee on unpaid parental leave may access annual leave and long service leave on full or half pay.

80 Other Leave

80.1 Other leave may be approved by the Chief Executive, with or without pay, depending on the purpose of the leave.

80.2 Other leave provisions are set out in Annex D to this Agreement.

80.3 Provisions for ceremonial leave and organisational leave for Aboriginal and Torres Strait Islander employees are contained Annex D.

81 Public Holidays

81.1 In accordance with the Holidays Act 1958, employees (other than casual employees) will be entitled to the following public holidays with pay:

- (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) Canberra Day as declared by the ACT Legislative Assembly;
- (d) Good Friday and the following Saturday and Monday;
- (e) 25 April (Anzac Day) or if that day falls on a Saturday or Sunday, the following Monday;
- (f) the second Monday in June (Queen's Birthday);
- (g) the first Monday in October (Labour Day);
- (h) Christmas Day or if that day falls on a Saturday or Sunday, the following Monday;
- (i) 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;
- (j) the next working day after Boxing Day, or any other day declared by the Commissioner of Public Administration in accordance with the PSM Act; and
- (k) any other day, or part of any day, declared by the Minister to be a public holiday in accordance with the *Holidays Act 1958* or declared by the Commissioner for Public Administration in respect of employees in the ACTPS.

81.2 Public holidays set out in clause 81.1 may be substituted in accordance with the provisions of the Holidays Act 1958.

82 Christmas Shutdown

82.1 This clause does not apply to casual employees.

82.2 The Christmas shutdown period refers to the working days between 28 December and 31 December inclusive.

82.3 Two days of paid leave will be granted to all employees for those days in the Christmas shutdown period for which a paid public holiday is not provided for under clause 81.1. This leave will count as service for all purposes.

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

82.5 Employees who are directed to work or are working under rostering arrangements (other than those described in clause 82.6) during the shutdown period will be

entitled to take the two days paid leave at a time agreed between the employee and the relevant manager/supervisor.

82.6 Employees who are working under 24/7 rostering arrangements during the Christmas shutdown period will either:

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

82.7 Part time employees whose regular part time hours do not fall on either of the two working days between Christmas and New Year's Day will not be entitled to the additional two days of paid leave.

82.8 Nothing in this clause is intended to reduce or increase a part time employee's salary entitlement for the pay period in which the Christmas shutdown period falls.

PART 5 PERFORMANCE CULTURE

Section O - Learning and Development

83 Commitment to a Performance Culture

83.1 The parties are committed to developing a performance culture that promotes an ethical working environment that is respected by supervisor/managers and employees. This commitment recognises and rewards employees for the employees' contribution towards the achievement of the Agency's objectives but does not permit the inclusion of performance pay.

84 Purpose and Principal Objectives

84.1 The purpose of performance management is to emphasise the relationship between corporate, team and individual responsibilities and performance and to align individual, team and organisational objectives and results.

84.2 The benefits and goals of performance management include:

- (a) the ability for employees to develop a clear picture of the employees' role and purpose within the Agency;
- (b) establishment of improved communication between employees, supervisors and managers; and
- (c) The skills and potential of employees are able to be explored and developed.

85 Performance Management Schemes

85.1 If either party identifies issues of concern with the operation of any existing performance management scheme in the Agency, the parties will consult on these issues.

85.2 The parties will consult on any proposed changes to existing performance management schemes in the Agency.

85.3 The parties will consult on the development of any new performance management schemes to apply in the Agency.

86 Reward and Recognition

86.1 The Agency is committed to achieving an environment where employees feel valued for the contribution the employees make to achieving organisational goals. It is acknowledged that the most effective form of recognition is timely and appropriate feedback.

86.2 The Agency will participate in the annual Commissioner for Public Administration Awards that have been developed to complement existing Agency-based reward and recognition schemes.

86.3 The parties will consult on other effective ways of recognising and rewarding the achievement of individuals and work groups. Any outcomes of this consultation will only be implemented by the agreement of the parties.

87 Learning and Development Arrangements

87.1 The Agency is committed to attracting and retaining skilled employees able to deliver high-quality outcomes for the Government and for the Canberra community.

87.2 The parties are committed to quality learning and development for employees as provided for in the ACTPS Learning and Development Framework.

87.3 In order to effectively implement this Framework, the parties agree to the following arrangements:

- (a) employees will be consulted through the Agency Consultative Committee on the development and finalisation of the Agency Learning and Development Plans, as required under the Learning and Development Framework;
- (b) the parties will agree annually on the key Agency Learning and Development priorities required under the Framework and an equitable use of resources to address these priorities; and
- (c) the parties will agree on learning and development strategies appropriate for the different categories of employees within the Agency.

87.4 For the purposes of this clause, "resources" includes but is not limited to:

- (a) employees;
- (b) time;
- (c) funding (where required); and
- (d) equipment.

88 Attendance at Courses and Seminars

88.1 For the purpose of assisting employees in giving effect to this Agreement, leave will be granted to employees to attend short training courses or seminars on the following conditions:

- (a) that operating requirements permit the grant of leave;
- (b) that the scope, content and level of the short courses are such as to contribute to a better understanding of human resource management issues that may arise under this Agreement;
- (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.

88.2 If the employee has applied for leave under clause 88.1 and the application was rejected because of operational requirements, approval of any subsequent application for leave by the employee under clause 88.1 will not be withheld unreasonably, provided that the employee gives the manager/supervisor at least fourteen days/shifts notice in writing.

88.3 Leave granted for this purpose will count as service for all purposes.

Section P- Managing Under-Performance

89 Objectives and Application

89.1 Under this Section, procedures are established for managing under-performance by an employee.

89.2 This Section does not apply to officers on probation, casual employees, or fixed term employees who have been engaged for a continuous unbroken period of less than two years.

89.3 In this Section employee means an officer other than an officer on probation, and a temporary employee who has been engaged for a continuous unbroken period of two years or more.

89.4 The objectives of these procedures are to provide advice and support to an employee whose performance is below standard and to provide a fair, prompt and transparent framework for action to be taken where an employee continues to perform below expected standard.

- 89.5 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.
- 89.6 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.
- 89.7 Unless specifically referred to in this Section, the procedures outlined in this Section apply to the exclusion of provisions contained in sections 139 to 147 of the PSM Act and any inefficiency procedures contained in the PSM Standards.
- 89.8 This Section sets out the manner in which decisions and actions taken in relation to the management of under-performing employees may be reviewed. These procedures will apply to the exclusion of the rights of appeal and review under Part 11 of the PSM Act and the internal review procedures (Section S) of this Agreement.
- 89.9 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 should be given the opportunity to comment on any records before signing them.
- 89.10 The Agency must adhere to record keeping and record disposal requirements of the *Territory Records Act 2002* and the associated Territory Administrative Records Disposal Schedule.

Step One: Action Plan

- 89.11 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.
- 89.12 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.
- 89.13 This action plan will be developed by the manager in consultation with the employee.
- 89.14 The manager will invite the employee to have an employee representative to be present at discussions on developing the action plan and allow reasonable opportunity for this to be arranged.
- 89.15 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 exceed three months.
- 89.16 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

- 89.17 During the action plan period, the manager will make regular written assessments (desirably every fortnight) of the employees work performance under the action plan. The employee will be given an opportunity to provide written comments on these assessments.
- 89.18 If at the end of the 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 period by up to a further three months. The manager will inform the employee in writing of this decision before the end of the action plan period.

Step Three: Final Assessment/Report

- 89.19 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.
- 89.20 If at the end of the action plan period, the manager assesses the work performance of the employee as not satisfactory, the manager will provide an assessment report to the Chief Executive.

Step Four: Under-Performance Action

- 89.21 The Chief Executive will advise the employee in writing:
- (a) of the assessment and reasons for the manager's assessment;
 - (b) of the action or actions (under-performance 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); and
 - (d) explaining the appeal mechanisms available under the Agreement.
- 89.22 The Chief Executive may take one or more of the following actions under these procedures:
- (a) transfer to other duties (at or below current salary);
 - (b) deferral of Increment
 - (c) reduction in incremental point;
 - (d) temporary or permanent reduction in classification and salary;
 - (e) termination of employment.
- 89.23 At any time after seven days from the date the Chief Executive informed the employee under clause 89.21, the Chief Executive may, after taking into consideration any written comments from the employee, take one or more of the under-performance actions outlined in the information provided to the employee under clause 89.21. The Chief Executive will inform the employee in writing of this decision.
- 89.24 At any time in these procedures, the employee may elect to be retired on the grounds of inefficiency.

90 Appeal Rights

- 90.1 The employee has the right under Section T to appeal any under-performance action taken under this Section, except action to terminate the employee's employment.
- 90.2 The employee may have an entitlement to bring an action under Part 12 Division 4 of the WR Act in respect of any termination of employment under this Agreement. This will be the sole right of review of such an action.

Section Q - Misconduct & Discipline

91 Objectives and Application

- 91.1 This Section establishes procedures for managing misconduct or alleged misconduct by an employee.
- 91.2 This Section does not apply to officers on probation, casual employees, or fixed term employees who have been engaged for a continuous unbroken period of less than two years.
- 91.3 In this Section employee means an officer other than an officer on probation, and a temporary employee who has been engaged for a continuous unbroken period of two years or more.
- 91.4 The objective of these procedures is to encourage the practical and expeditious resolution of misconduct issues in the workplace.
- 91.5 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.
- 91.6 These procedures apply to the exclusion of provisions contained in Part 9 of the PSM Act (other than section 218 and section 220) and Part 6.3 of the PSM Standards, except where any of these provisions are specifically provided for in this Section.

92 Allegations of Misconduct

- 92.1 In cases where misconduct is alleged, the manager/supervisor will gather sufficient information in a timely manner to determine whether the seriousness of the matter warrants investigation by the Chief Executive under clause 94. The employee will be informed of the allegations unless the manager/supervisor considers it inappropriate to do so.
- 92.2 For purposes of this Section, misconduct consists of any of the following:
- (a) the employee fails to meet the obligations set out in section 9 of the PSM Act (this may include bullying and harassment or discrimination);
 - (b) the employee engages in conduct that has, or is likely to, bring the Agency or ACTPS into disrepute;
 - (c) the employee returns to duty after a period of unauthorised absence and does not offer a satisfactory reason on return to work;
 - (d) the employee is convicted of a criminal offence or where a court finds that an employee has committed an offence but a conviction is not recorded, taking into account the circumstances and seriousness of the offence, the duties of the employee and the interests of the ACTPS and/or of the Agency;
 - (e) the employee fails to notify the Agency of criminal charges in accordance with clause 98.
- 92.3 In cases where serious misconduct is alleged, the Chief Executive may inform the employee and may immediately transfer the employee to other duties, re-allocate duties away from the employee or suspend the employee in accordance with Clause 97 while the alleged misconduct is investigated.
- 92.4 In deciding whether misconduct is or might be serious misconduct for the purposes of clause 92.3, the Chief Executive will have regard to the kinds of conduct described as 'serious misconduct' in regulation 12.10 of the Workplace Relations Regulations.

93 Determination of Misconduct/Allegations

- 93.1 If, after considering the gathered information, the manager/supervisor 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.
- 93.2 If, after considering the gathered information, the manager/supervisor 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. The manager/supervisor will retain a record of the discussion eg. diary entry. The manager /supervisor may also choose to organise mediation between relevant persons.
- 93.3 If, after considering the gathered information, the manager/supervisor or the Chief Executive is of the opinion that the alleged misconduct requires an investigation it will be dealt with in accordance with clause 94.

94 Investigations

- 94.1 Upon becoming aware of possible instances of misconduct that cannot be addressed at clause 93, the Chief Executive will:
- (a) inform the employee in writing of the nature of the alleged misconduct 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; and
 - (d) advise the employee that the employee may have an employee representative, present during the interview to support the employee and will allow reasonable opportunity for this to be arranged; and
 - (e) provide a record of the interview to the employee to correct any inaccuracies and provide comments before signing the record. If the employee elects not to sign the record, then details of the offer will be noted.
- 94.2 The Chief Executive should as soon as practicable take any further steps that the Chief Executive considers necessary to establish the facts of the allegations.
- 94.3 The Chief Executive will make a determination on the balance of probabilities as to whether misconduct has occurred.
- 94.4 If the Chief Executive determines that the allegations are unsubstantiated the Chief Executive will notify the employee of this finding in writing and advise that no discipline action will be taken under these procedures.
- 94.5 Subject to clause 91.5, in cases where serious misconduct is found to have occurred, the Chief Executive may immediately terminate the employee's employment without giving the employee five working days within which to respond to the proposed discipline action under clause 95.3 (d).

95 Discipline Action

- 95.1 Where, as a result of an investigation, the Chief Executive considers discipline action is appropriate, one or more of the following actions may be taken in relation to the employee:
- (a) counselling of the employee;
 - (b) a written admonishment;

- (c) a first or final written warning;
- (d) a financial penalty;
- (e) transfer to other duties (at or below current salary);
- (f) deferral of Increment
- (g) reduction in incremental point;
- (h) a temporary or permanent reduction in classification/salary;
- (i) termination of employment.

95.2 Discipline action taken under these procedures must be proportionate to the degree of misconduct concerned. In determining the appropriate discipline action to be taken, the following factors must be considered:

- (a) the nature and seriousness of the misconduct;
- (b) the degree of relevance to the employee's duties or to the reputation of the Agency;
- (c) the circumstances of the misconduct;
- (d) any mitigating factors; and
- (e) the previous employment history and the general conduct of the employee.

95.3 Before taking discipline action, the Chief Executive will advise the employee in writing of:

- (a) the decision as to whether the misconduct has been found to have occurred; and
- (b) the reasons for arriving at this decision; and
- (c) the discipline action(s) proposed; and
- (d) the period during which the employee has to respond to the proposed discipline action (a minimum of five working days); and
- (e) the appeal mechanisms that are available under this Agreement.

95.4 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 95.3(d) has lapsed, the Chief Executive may take disciplinary action. The Chief Executive will inform the employee in writing of:

- (a) the final decision regarding discipline action to be taken; and
- (b) the date of effect and/or, if relevant, the cessation of the action; and
- (c) the appeal mechanisms that are available under this Agreement.

96 Counselling

96.1 In cases where the manager/supervisor or the Chief Executive considers counselling to be the appropriate discipline action, the manager/supervisor or the Chief Executive will create a formal record of the counselling or action plan which will include details about the ways in which the employee's conduct needs to change or improve and the time frames within which these changes or improvements must occur.

96.2 A record will be made and provided to the employee and the employee given an opportunity to correct any inaccuracies and provide comments before signing the record. If the employee elects not to sign the record, then details of the offer will be clearly noted.

96.3 The manager/supervisor or the Chief Executive will invite the employee to have an employee representative present at the counselling and will allow reasonable opportunity for this to be arranged.

96.4 Where the manager/supervisor or the Chief Executive considers that the employee's conduct has not improved following counselling given in accordance with clause 96.1, one or more of the discipline actions set out in clause 95.1 may be taken in relation to the employee, subject the requirements of clause 91.5.

97 Suspension

97.1 Subject to these procedures, the Chief Executive may suspend an employee with pay or without pay where the Chief Executive is satisfied that it is in the public interest, the interests of the ACTPS or the interests of the Agency that the employee be suspended while the alleged misconduct is investigated.

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

97.3 In circumstances where an employee is suspended without pay:

- (a) the suspension will not be for more than thirty days, unless exceptional circumstances apply;
- (b) the employee may apply to the Chief Executive for permission to seek alternate employment outside the ACTPS for the period of the suspension or until the permission is revoked;
- (c) in cases of demonstrated hardship, the employee may access accrued long service leave and/or annual leave;
- (d) the employee may apply to the Chief Executive for the suspension to be with pay on the grounds of demonstrated hardship

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

97.5 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 salary was reduced; and
- (b) is entitled to be credited with any period of long service or annual leave that was taken.

97.6 Where an employee is suspended and later found guilty of a criminal offence (whether or not a conviction is recorded), or is found guilty of misconduct and is dismissed because of the offence or misconduct, a period of suspension under this clause does not count as service for any purpose, unless the Chief Executive determines otherwise.

98 Criminal Charges

98.1 An employee must advise the Chief Executive in writing of any criminal charges laid against the employee where the employee has reasonable grounds for believing that the interests of the Agency or of the ACTPS may be adversely affected, taking into account:

- (a) the circumstances and seriousness of the alleged criminal offence; and
- (b) the employee's obligations under section 9 of the PSM Act; and
- (c) the effective management of the employee's work area; and

- (d) the integrity and good reputation of the ACTPS and the Agency; and
- (e) the relevance of the offence to the employee's duties.

98.2 Where criminal charges are laid against an employee and the interests of the Agency or of the ACTPS may be adversely affected, the Chief Executive may suspend the employee in accordance with the suspension arrangements under clause 97.

98.3 If an employee is convicted of a criminal offence, or a court finds that an employee has committed such an offence but a conviction is not recorded, the employee will provide a written statement regarding the circumstances of the offence to the Chief Executive within seven calendar days of the conviction or the finding.

98.4 Where an employee is convicted of a criminal offence, or a court finds that an employee has committed such an offence but a conviction is not recorded, and the conviction or finding has adversely affected the interests of the Agency or the ACTPS, the Chief Executive may take discipline action against the employee in accordance with clause 95.

99 Right of Appeal

99.1 An employee has the right under Section T, Appeal Mechanism to appeal against any discipline action taken under this Section, and against any decision taken under this Section to suspend the employee without pay, except action to terminate the employee's employment.

99.2 An employee may have an entitlement to bring an action under Part 12 Division 4 of the WR 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.

99.3 The appeal procedures under this Section apply to the exclusion of the rights of appeal and review under the PSM Act and the internal review procedures contained in Section S of this Agreement.

PART 6 WORKING RELATIONSHIPS

Section R - Communication and Consultation

100 Consultation

- 100.1 The parties are committed to effective consultation and employee participation in decisions that affect an employee's employment. This is essential to the successful management of change.
- 100.2 Where there are proposals by the Agency to introduce changes in the organisation or to existing work practices, the Agency will consult with affected employees and union(s).
- 100.3 This will involve the Agency providing relevant information to assist the employees and the unions to understand the reasons for the proposed changes and the likely impact of these changes so that the employees and the unions are able to contribute to the decision making process.
- 100.4 For the purpose of providing effective consultation:
- (a) adequate time will be provided to employees and unions to consult with the Agency.
 - (b) the parties agree to the establishment of consultative arrangements. These arrangements will include the following:
 - i. the establishment of an Agency Consultative Committee (ACC). This Committee will:
 - i. monitor the operation of this Agreement; and
 - ii. monitor the application of clause 105 and;
 - iii. meet at least quarterly; and
 - iv. have membership agreed by the parties following lodgement of this Agreement; and
 - v. have terms of reference agreed by the members of the ACC; and
 - vi. have arrangements for the timely provision of minutes from each meeting; and
 - ii. The establishment, where so agreed by the parties, of additional levels of consultation such as a Workplace Consultative Committee (WCC). Where established, a WCC will:
 - i. operate at the local level to deal with workplace specific issues, before such issues may be raised with the ACC; and
 - ii. have membership agreed by the parties following commencement of this Agreement.
 - (c) existing local consultative arrangements will remain in place until such arrangements are replaced by the new consultative arrangements established under this clause.

101 Dispute Avoidance/Settlement Procedures

- 101.1 It is in the interests of all employees and the parties to this Agreement that the integrity of the terms and conditions set out in this Agreement are maintained. The objective of these procedures is the prevention and resolution of disputes about matters arising under this Agreement, including disputes about the interpretation or implementation of the Agreement.
- 101.2 For the purposes of this clause, except where the contrary intention appears, the term parties refers to 'parties to the dispute'.

- 101.3 The parties to the Agreement agree to take reasonable internal steps to prevent, and explore all avenues to seek resolution of, disputes.
- 101.4 Pre-dispute work arrangements and patterns will apply during the dispute resolution procedure unless there is reasonable concern by the employees about an imminent risk to the employees' health or safety. In these circumstances, employees will not work in an unsafe environment but, where appropriate, may accept reassignment to alternative suitable work consistent with the employees' classification levels in the meantime.
- 101.5 A party may be assisted at any stage of the procedure by a representative of the employee's choice (including an employee representative), and all relevant persons will deal with any such representative in good faith. This assistance includes notifying or advising any person or body of the existence of a dispute and speaking on behalf of the employee(s).

Resolution Process

- 101.6 In the event there is a dispute about matters arising under this Agreement, including a dispute about the interpretation or implementation of the Agreement the following steps will be applied.

Step 1

A dispute about the interpretation or implementation of this Agreement is identified by an employee or employees and notified to the supervisor/manager.

Step 2

This step will commence within seven working days of notification of the dispute or a longer timeframe agreed to by the parties if operational circumstances preclude commencement of this step. Where appropriate, the relevant employee(s) or the employee representative will discuss the matter with management. Should the dispute not be resolved, it will proceed to the next appropriate management level for resolution.

In instances where the dispute remains unresolved, the appropriate level of management and employee(s) or the employee representative(s) will be notified and a conference will be arranged and a course of action for resolution will be discussed.

Step 3

If the parties have not been able to resolve the dispute, the dispute may be referred by either party, or by the employee representative, to the AIRC under section 709 of the WR Act for mediation and/or conciliation and, if these processes fails, arbitration.

Role and Powers of the AIRC

- 101.7 For any dispute that is referred to the AIRC consistent with Step 3 of clause 101.6, the AIRC has the role and powers set out in clauses 101.8 to 101.16.
- 101.8 For the purposes of section 711 of the WR Act, the parties agree that the AIRC may give all such directions and do all such things as are necessary for the just resolution or determination of the dispute, subject to section 711(2). This may include, but is not limited to:
- (a) informing itself in any manner that it thinks appropriate;
 - (b) taking verbal or written evidence on oath or affirmation, in chief and by cross examination;
 - (c) conducting a hearing, including a private hearing;
 - (d) holding a ballot of affected employees where in the opinion of the AIRC such ballot may assist in the resolution of the dispute;

- (e) meeting with any party separately during a conciliation but with the knowledge of the other party;
 - (f) summoning to appear before the AIRC any party to the dispute, witnesses or persons whose presence the AIRC believes would help in the resolution of the dispute;
 - (g) requesting the attendance before the AIRC of any witness or person whose presence the AIRC believes would assist in the resolution of the dispute;
 - (h) receiving documents and other material related to the dispute and compelling the production of documents and other material that relate to the dispute in hard or electronic form;
 - (i) determining the dispute in the absence of any party or person who has been notified of the dispute or who has been summonsed to appear;
 - (j) convening a compulsory conference;
 - (k) giving directions in the course of or for the purpose of procedural matters relating to the dispute;
 - (l) making recommendations to the parties for the resolution of the dispute;
 - (m) deciding when conciliating is ended and arbitration is to begin;
 - (n) making interim decisions;
 - (o) making final decisions.
- 101.9 To avoid doubt, the AIRC does not have the power to:
- (a) make an award in relation to the matter in dispute; or
 - (b) make an order in relation to the matter in dispute; or
 - (c) appoint a board of reference.
- 101.10 In exercising any of the functions or powers set out above, the AIRC will:
- (a) apply the rules of natural justice, and ensure that the parties to a dispute have a reasonable opportunity to be heard; and
 - (b) have regard to the AIRC's established principles for dealing with disputes and precedent decisions, including any precedent decisions in relation to the interpretation and application of this Agreement; and
 - (c) act according to equity and good conscience, and consider the merits of the case without regard to technicalities and legal form.
- 101.11 The AIRC may dismiss or refrain from hearing a matter or part of a matter, which in the view of the AIRC is frivolous or vexatious.
- 101.12 A person may be assisted and represented at any stage in the dispute process in the AIRC on the same basis as applies to representation before the AIRC under section 100 of the WR Act.
- 101.13 All persons involved in the mediation or conciliation or arbitration will participate in good faith.
- 101.14 To assist in the decision making process, the proceedings before the AIRC may be recorded and transcribed in the AIRC.
- 101.15 Any decision or direction the AIRC makes in relation to the dispute will be in writing and will be accepted by all affected persons, and the parties agree to comply with any decision or direction, be it final or procedural. Where relevant, a decision will be accepted as settlement of the dispute and will be complied with. This clause applies subject to any right of appeal or review, which might exist.

- 101.16 The parties agree that any decision by the AIRC which alters the rights or responsibilities of the parties to this Agreement is enforceable in a Court of competent jurisdiction.
- 101.17 Despite the above, the parties may agree to submit the dispute to a body or person other than the AIRC. To avoid doubt, an attempt to reach such an agreement is not a condition precedent to referring the dispute to the AIRC. Where the parties agree to submit the dispute to another body or person, the parties agree that:
- (a) all of the above provisions apply, unless the parties agree otherwise; and
 - (b) references to the AIRC in the above provisions will be read as a reference to the agreed body or person; and
 - (c) all obligations and requirements on the parties and other relevant persons in the above provisions will be complied with.

Appeal of Decision or Direction.

- 101.18 A party to a dispute may apply to a Full Bench of the AIRC to appeal a decision of the AIRC determining the dispute under this clause. Any application under this clause must be made within twenty-one days of the initial decision of the AIRC.
- 101.19 Where a party to a dispute has applied to appeal a decision or direction of the AIRC under clause 101.18, a Full Bench or Presidential Member may, on such terms as the Full Bench or Presidential Member consider appropriate, direct that the operation of the whole or a part of the decision or direction concerned be stayed pending the determination of the appeal or until further decision or direction of the Full Bench or Presidential Member.
- 101.20 The Full Bench or Presidential Member will determine the appeal by conducting a review of the evidence of material before the AIRC at first instance, and the reasons for the decision or direction given by the AIRC at first instance. The Full Bench or Presidential Member may, with the agreement of the parties to the dispute, receive further evidence. The determination of an appeal may not proceed by way of a new hearing (hearing de novo).
- 101.21 On hearing of the appeal, the Full Bench or Presidential Member may do one or more of the following:
- (a) confirm, quash or vary the decision or direction concerned; or
 - (b) direct the member of the AIRC, whose decision or direction is under appeal, or another member of the AIRC, to take further action to deal with the subject matter of the decision or direction in accordance with the directions of the Full Bench or Presidential Member.
- 101.22 In dealing with the appeal the Full Bench or Presidential Member may exercise the functions in clause 101.8, other than subclauses, (e) and (j). The parties to the dispute agree that clauses 101.8 to 101.16 apply to an appeal under this clause.
- 101.23 The terms of clause 101.15 will apply to decisions or directions made by the Presidential Member or Full Bench.

102 Freedom of Association

- 102.1 The Agency recognises that employees are free to choose whether or not to join a union. Irrespective of that choice, employees will not be disadvantaged or discriminated against in respect of the employees' employment under this Agreement. The Agency recognises that employees who choose to be members of a union have the right to choose to have their industrial interests represented by the union.

103 Co-Operation and Facilities for Employee Representatives

- 103.1 For the purpose of ensuring that an employee representative, who is an employee of the Agency, can effectively fulfil the employee representative role under this Agreement, the parties agree to the provisions in this clause.
- 103.2 Reasonable access to Agency facilities, including the internal courier service, access to the ACT Government communication systems, telephone, facsimile, photocopying, access to meeting rooms and storage space, will be provided to employee representatives to assist them to fulfil employee representative obligations, duties and responsibilities having regard to the Agency's statutory, operational requirements and resources.
- 103.3 In addition to the Agency facilities outlined in clause 103.2, where available, an employee representative who is an employee of the Agency will be able to establish designated Outlook public folders which will provide a collaborative electronic workspace to improve the flow of information.
- 103.4 The use of Agency facilities will be in accordance with published government policies and for matters other than for industrial action.
- 103.5 Employee representatives, who are employees of the Agency, will be provided with adequate paid time, as required by the responsibilities of the position, to undertake duties to represent employees during normal working hours. While these duties would normally be expected to be performed within the workplace, on occasions the employee representative may be required to conduct these duties external to the workplace.

104 Work Organisation

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

105 Diversity in the Workplace

- 105.1 The Agency recognises and encourages the contribution that people with diverse backgrounds, experiences and skills can make to the workplace. The Agency aims to ensure that this diversity is used in appropriate employee contribution to effective decision making and delivery of client service.
- 105.2 The Agency will work with employees to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.
- 105.3 Bullying and harassment and discrimination of any kind will not be tolerated. Accordingly, if the Agency is made aware of instances, or reported instances, of bullying and harassment or discrimination, the Agency will investigate the concerns as soon as possible
- 105.4 The investigation referred to in clause 105.3 will be carried out in accordance with the processes described in Section Q: Misconduct and Discipline.

106 Occupational Health and Safety

- 106.1 The parties are committed to promoting, achieving and maintaining the highest levels of health and safety for all ACTPS employees.
- 106.2 The Agency will take all reasonable steps and precautions to provide a healthy, safe and secure workplace for the employee.
- 106.3 The Agency and all employees will act in a manner that is consistent with the Occupational Health and Safety Act 1989.

107 Privatisation

- 107.1 In order to promote job security of employees, the parties agree that 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.
- 107.2 In the event that privatisation of the Agency or a service or services currently supplied by an Agency is under consideration, the parties will consult on the implications for employees and the Agency from these proposals.
- 107.3 Where such privatisation is under consideration, the Agency will provide the necessary reasonable resources to develop an in-house bid and this bid will be prepared either off-site or on-site as determined by the Agency and subject to consideration on equal terms to any other bid. An independent probity auditor will be appointed by the Agency to oversee the assessment of the in-house bid.

108 Superannuation

- 108.1 In the event of changes to superannuation legislation during the life of this Agreement, the Agency will consult with those affected regarding the changes.

Section S - Internal Review Procedures

109 Objectives and Application

- 109.1 Under this Section, procedures are established for employees to seek a review of management actions that affect them.
- 109.2 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.
- 109.3 These procedures apply to all employees covered by this Agreement.
- 109.4 The provisions of this Section will apply to the exclusion of the grievance and promotion/temporary performance appeal provisions contained in the PSM Act.
- 109.5 For the purposes of this Section, an action includes a decision and a refusal or failure to make a decision.

110 Decisions and Actions Excluded

- 110.1 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 100 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 44 of this Agreement for reviews on classifications);
- (g) actions arising from the discipline procedures of this Agreement (see clause 114.2 of this Agreement for appeals on these decisions);
- (h) actions arising from the under-performance procedures of this Agreement (see clause 114.2 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 WR Act, or under the PSM Act or Standards;
- (j) decisions that another employee perform the duties of a higher office for periods up to and including six months (see Division 5.6 of the PSM Act);
- (k) decisions that another employee perform the duties of a higher classification (with a salary less than that of a Senior Officer Grade C or equivalent classification) for periods greater than six months if the vacancy was advertised (see clause 114.2 of this Agreement for appeals on these decisions);
- (l) decisions to promote or appoint an employee or to engage an employee on a temporary contract (see clause 114.2 of this Agreement for appeals on promotion or appointment decisions);
- (m) decisions to transfer or promote another employee to an advertised vacancy where the officer or employee was not an applicant (see Division 5.5 of the PSM Act);
- (n) decisions to transfer an employee within the Agency (see section 83 of the PSM Act).

110.2 Employees may seek a review under this Section of the processes leading to decisions under (k), (l) and (n).

111 Initiating a Review

111.1 An employee, or the employee's 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.

111.2 An employee, or the employee's employee representative, may initiate a review under this Section by making an application to the Chief Executive that:

- (a) is in writing; and
- (b) describes the reasons the application is being made; and
- (c) describes the outcome sought.

112 Chief Executive Powers and Responsibilities

112.1 Where appropriate, and agreed by the employee who made the application under clause 111, or the employee's employee representative, the Chief Executive must

consider mediation as an option before arranging for a full investigation under clause 112.3. The mediator will be agreed between the employee and the Chief Executive.

- 112.2 In the event that mediation does take place and that it resolves the issues raised in the application, then no further action is required under these procedures. In that event a formal written statement that the issue has been resolved must be signed by the employee and the Chief Executive.
- 112.3 Subject to clauses 112.1 and 112.2, the Chief Executive must arrange for an application made under clause 111 to be investigated by an independent person (the nominee) who may be:
- (a) an Agency employee whose classification is Senior Officer Grade C or equivalent or higher who was not involved in the original action and who is agreed by the employee or the employee's representative, such agreement not to be withheld unreasonably;
 - (b) a person agreed by the Agency Consultative Committee nominated from a list approved by the Commissioner for Public Administration; or
 - (c) an officer whose classification is Senior Officer Grade C or equivalent or higher from another ACTPS Agency and who is agreed by the employee or the employee's employee representative, such agreement not to be withheld unreasonably.
- 112.4 The Chief Executive may determine the process under which an application is reviewed, subject to the principles set out in clause 112.5.
- 112.5 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.
- 112.6 The nominee may recommend to the Chief Executive that an application should not be considered on any of the following grounds:
- (a) the application concerns a decision or action that is excluded under clause 110.1; 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.
- 112.7 The Chief Executive must either confirm a recommendation made by the nominee under clause 112.6 that an application should not be considered or arrange for another nominee to consider the application.
- 112.8 The Chief Executive will inform the employee in writing, within fourteen days of the date of any decision under clause 112.7, including, the reasons for any decision not to consider the application.

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

- 112.9 If the nominee does not make a recommendation under clause 112.6, then that person must investigate the application. The nominee will then, subject to clause 112.14, make a written report to the Chief Executive containing recommendations on whether the action that led to the application should be confirmed or varied or that other action be taken. A copy of this report will be provided at the same time to the applicant.
- 112.10 Where the Chief Executive under clause 112.7 refers an application for review to another nominee, that nominee must investigate the application. That nominee will then, subject to clause 112.14, make a written report to the Chief Executive containing recommendations on whether the action that led to the application should be confirmed or varied or than other action be taken. A copy of this report will be provided to the applicant at the same time.
- 112.11 The applicant may respond to any aspects of the report. Such a response must be in writing and be provided to the Chief Executive within five working days of the applicant receiving the report.
- 112.12 The Chief Executive, after considering the report from the nominee and any response by the applicant to the report of the nominee, may:
- (a) confirm the original action;
 - (b) vary the original action; or
 - (c) take any other action the Chief Executive believes is reasonable.
- 112.13 The Chief Executive will inform the applicant in writing, within fourteen days, of any action under clause 112.12, including the reasons for the action.

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

- 112.14 Where the subject of the application is an action of the Chief Executive, the written report of the nominee under clause 112.9 or clause 112.10 will be made to the Commissioner for Public Administration. A copy of this report will be provided to the applicant at the same time.
- 112.15 The Commissioner for Public Administration may, after considering the report from a nominee, recommend to the Chief Executive that:
- (a) the original action be confirmed; or
 - (b) the original action be varied; or
 - (c) other action be taken.
- 112.16 The Chief Executive, after considering the report from the Commissioner for Public Administration, may:
- (a) accept any or all of the report's recommendation(s) and take such action as necessary to implement the recommendation(s); or
 - (b) not accept the report's recommendation(s) and confirm the original action.
- 112.17 If the Chief Executive does not accept any one of the recommendation(s) of the Commissioner for Public Administration under clause 112.15, the Chief Executive will:
- (a) provide written reasons to the Commissioner for Public Administration for not accepting the recommendation(s); and
 - (b) provide the applicant, within fourteen days, with written reasons for not accepting the recommendation(s).
- 112.18 If the Chief Executive does not accept any one of the recommendation(s) of the Commissioner for Public Administration under clause 112.15, the Commissioner may report on this outcome in the Commissioner's State of the Service Report.

113 Right of External Review

- 113.1 The employee, or the employee's employee representative, may seek a review of a decision of the Chief Executive under clause 112.12 or clause 112.16 by an external tribunal or body, including the AIRC.
- 113.2 The parties agree that the AIRC will be empowered to resolve the matter in accordance with the powers and functions set out in clause 101 of this Agreement. The decision of the AIRC will bind the parties, subject to either party exercising a right of appeal against the decision to a Full Bench in accordance with appeal rights the parties have under clause 101.

Section T - Appeal Mechanism

114 Objective and Application

- 114.1 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.
- 114.2 This appeal mechanism will apply to:
- (a) decisions about promotion or temporary performance (for periods in excess of six months) affecting the employee where the employee was an applicant for the position, except decisions made on the unanimous recommendation of a joint selection committee;
 - (b) decisions to take discipline action under Section Q of this Agreement, except a decision to terminate the person's employment or a decision to suspend an employee with pay;
 - (c) decisions arising from under-performance action under Section P of this Agreement, except a decision to terminate the person's employment; and
 - (d) decisions taken in relation to an employee's eligibility for benefits under clauses 126 to 128, the amount of such benefits, the amount payable by way of income maintenance under clause 130, and the giving of an involuntary notice of redundancy or notice of reduction in classification under clauses 128 and 129.
- 114.3 For purposes of clause 114.2(a), an appeal may only be made in relation to promotions or higher duties decisions where the salary applicable is any classification with a maximum salary that is less than the minimum salary of a classification equivalent to a Senior Officer Grade C.
- 114.4 An employee may have an entitlement to bring an action under Part 12 Division 4 of the WR Act in respect of any termination of employment under this Agreement. This will be the sole right of review of such an action.
- 114.5 This Section will apply to the exclusion of the grievance and promotion/temporary performance appeal provisions contained in the PSM Act.

115 Initiating an Appeal

- 115.1 An employee, or the employee's 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.

116 Composition of the Appeal Panel

- 116.1 The Chief Executive will nominate a person, or position, to be the convenor of the Appeals Panel, who may be from the Agency or from another ACTPS Agency.
- 116.2 Where an application is received by the convenor of the Appeals Panel within the timeframe set out in clause 115.1 the convenor of Appeal Panels will set up an Appeal Panel.
- 116.3 The Appeal Panel will comprise an employer nominee, an employee nominee and a chairperson, where:
- (a) the chairperson is chosen from a list approved by the Commissioner for Public Administration in consultation with the Agency Consultative Committee), or, in the case of an appeal relating to a promotion decision, an agreed person; and
 - (b) a chairperson chosen from the list is so chosen on a rotational basis, unless there is an identified conflict of interest, in which case the next person on the list would be chosen.
- 116.4 The convenor may only be a member of an Appeal Panel with the agreement of the applicant.
- 116.5 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.

117 General Powers and Role of the Appeal Panel

- 117.1 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.
- 117.2 The applicant may be represented by an employee representative, or, with the consent of the Appeal Panel, by a legally qualified person.
- 117.3 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 may apply to another person or authority about the application and it would be more appropriate for it to deal with the action; or
 - (c) an investigation or further investigation of the application is not warranted.

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

- 118.1 For appeals concerning promotion or performance of higher duties under clause 114.2(a), the only ground on which the Appeal Panel is required to 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 higher duties.
- 118.2 After investigating an application about promotion or temporary performance affecting the applicant, the Appeal Panel will either confirm the decision or make recommendations to the Chief Executive to substitute another decision. If it confirms the decision, the Appeal Panel will inform the applicant of this decision and the reasons for the decision.

119 Powers of the Appeal Panel – Other Matters

- 119.1 After investigating any application under this clause other than an appeal about promotion or temporary transfer, the Appeal Panel, subject to clause 119.3, will

make a written report containing recommendations to the Chief Executive. A copy of this report will be provided to the applicant at the same time.

- 119.2 Where the subject of an application under this clause is a decision of the Chief Executive then the Appeal Panel, after investigating the application, will make a written report containing recommendations to the Commissioner for Public Administration. A copy of this report will be provided to the applicant at the same time.
- 119.3 In making recommendations to the Chief Executive under clause 119.1 or to the Commissioner for Public Administration under clause 119.2, the Appeal Panel:
- (a) must provide the reasons for its recommendations; and
 - (b) may request the Chief Executive or the Commissioner for Public Administration, whichever is applicable, to inform other relevant parties of its recommendations.
- 119.4 The Chief Executive, after considering the report from an Appeal Panel under clause 119.1, will make a decision on any recommendation in the report and inform the applicant in writing of the reasons for that decision, within fourteen days of receiving the report.
- 119.5 The Commissioner for Public Administration, after considering the report from an Appeal Panel under clause 119.2, will recommend to the Chief Executive that the decision that is the subject of the application:
- (a) be confirmed; or
 - (b) be varied; or
 - (c) other action taken.
- 119.6 If the Chief Executive does not accept the recommendations of the Commissioner for Public Administration under clause 119.5, the Chief Executive will:
- (a) provide written reasons to the Commissioner for Public Administration for not accepting the recommendations; and
 - (b) provide the applicant, within fourteen days, with written reasons for not accepting the recommendations.
- 119.7 If the Chief Executive does not accept the recommendations of the Commissioner for Public Administration under clause 119.5, the Commissioner for Public Administration may report on this outcome in the Commissioner for Public Administration's State of the Service Report.

120 Costs

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

121 Right of External Review

- 121.1 The employee or the employee's representative may seek a review by the AIRC of a decision of the Chief Executive under clause 119.4 or clause 119.6.
- 121.2 The parties agree that the AIRC will be empowered to resolve the matter in accordance with the powers and functions set out in clause 101 of this Agreement. The decision of the AIRC will bind the parties, subject to either party exercising a right of appeal against the decision to a Full Bench in accordance with appeal rights the parties have under clause 101.

Section U - Redeployment and Redundancy

122 Application

- 122.1 The Agency recognises the need to make the most effective use of the skills, abilities and qualifications of its officers in a changing environment. When positions

become excess, the Agency will seek to redeploy permanent officers within the Agency or the ACTPS in order to avoid or minimise an excess officer situation. Should redeployment not be possible, voluntary redundancy, reduction in classification and involuntary redundancy will be considered in that order. Throughout these procedures, the Agency will, where practicable, take into consideration the personal and career aspirations and family responsibilities of affected officers.

122.2 These provisions do not apply to temporary and casual employees or officers on probation.

123 Definitions

123.1 Excess officer means an officer who has been notified in writing by the Agency that he or she is excess to the Agency's requirements because:

- (a) the officer is included in a class of officers employed in the Agency, which class comprises a greater number of officers than is necessary for the efficient and economical working of the Agency; or
- (b) the services of the officer cannot be effectively used because of technological or other changes in the work methods of the Agency or changes in the nature, extent or organisation of the functions of the Agency.

123.2 Potentially excess officer means an officer who is likely to become actually excess in a foreseeable space of time.

124 Consultation

124.1 Where it appears to the Chief Executive that a position is likely to be either potentially or actually excess to the Agency's requirements, and prior to any individual employee(s) being identified, the Chief Executive will, at the earliest practicable time, advise and discuss with the parties to this Agreement, the following issues (as appropriate in each case):

- (a) the number and classification of officers in the part of the Agency affected;
- (b) the reasons an officer is or officers are likely to be excess to requirements;
- (c) the method of identifying officers as excess, having regard to the efficient and economical working of the Agency and the relative efficiency of officers;
- (d) the number, classification, location and details of the officers likely to be excess;
- (e) the number and classification of officers expected to be required for the performance of any continuing functions in the part of the Agency affected;
- (f) measures that could be taken to remove or reduce the incidence of officers becoming excess;
- (g) redeployment prospects for the officers concerned;
- (h) the appropriateness of using voluntary retirement; and
- (i) whether it is appropriate for involuntary retirement to be used if necessary.

124.2 No information that would identify any individual officers will be provided by the Agency under this Section.

124.3 The discussions under clause 124.1 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 parties at this stage and will not be used without the written agreement of the relevant parties to the Agreement

124.4 Except where a lesser period is agreed between the Chief Executive and the officers, an officer will not, within one month after the parties to the Agreement have been advised under clause 124.1, be invited to volunteer for retirement nor be advised in writing that he or she is excess to the Agency's requirements.

124.5 The Chief Executive will comply with the notification and consultation requirements for trade unions and Centrelink about terminations set out in Part 12, Division 4 of the WR Act.

125 Information Provided for Officer

Informal Advice

125.1 At the point where individual employees can be identified, the Chief Executive will advise the officer(s) that a position(s) is likely to become excess and that the employee may be affected. In that advice the officer(s) will also be advised that the officer may be represented by an employee representative at subsequent discussions. The Chief Executive will discuss with the officer(s) and, where chosen, the employee representative(s) the issues dealt with in sub-clauses 124.1(a) through (i) (as appropriate in each case).

125.2 The Agency 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

125.3 The notification of an officer's potentially excess status will only be given when the consultation required under clause 124.1 and the consultation required under clause 125.1 has taken place. Following such consultation, where the Chief Executive is aware that an officer is potentially excess, the Chief Executive will advise the officer in writing.

125.4 To allow an excess officer to make an informed decision on whether to submit an election to be voluntarily retired, the officer must have access to 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;
- (b) the amount of accumulated superannuation contributions;
- (c) the options open to the officer concerning superannuation;
- (d) the taxation rules applicable to the various payments; and
- (e) the career transition/development opportunities within the Agency.

125.5 The Agency will supplement the costs of independent, accredited financial counselling incurred by each officer who has been offered voluntary redundancy up to a maximum of \$1000. The Agency will authorise the accredited financial counsellors to invoice the Agency directly.

126 Voluntary Redundancy

126.1 At the completion of the discussions in accordance with clause 124, the Chief Executive may invite officers to elect to be made voluntarily redundant under this clause.

126.2 Where the Chief Executive invites an excess officer to elect to be made voluntarily redundant, the officer will have a maximum of one calendar month from the date of the offer in which to advise the Chief Executive of the officer's election, and the Chief Executive will not give notice of redundancy before the end of the one month period.

126.3 Subject to clause 126.4, where the Chief Executive approves an election to be made redundant and gives the notice of retirement in accordance with the PSM Act,

the period of notice will be one month, or five weeks if the officer is over forty-five years old and has completed at least two years continuous service.

- 126.4 Where the Chief Executive so directs, or the officer so requests, the officer will be retired at any time within the period of notice under clause 126.3, and the officer will be paid in lieu of salary for the unexpired portion of the notice period.

127 Severance Benefit

- 127.1 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 salary 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 salary; or
- (b) twenty-six weeks salary.

- 127.2 For the purpose of calculating any payment instead of notice or part payment there, of the salary 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.

- 127.3 For the purpose of calculating payment under clause 127.1:

- (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 salary level will be the officer's salary 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 salary, the weekly average amount of shift loading received during that twelve month period will be counted as part of "weeks salary";
- (c) the inclusion of other allowances, being allowances in the nature of salary, will be with the approval of the Chief Executive.

- 127.4 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.

- 127.5 Nothing in this Agreement will prevent the Chief Executive inviting officers who are not in a redundancy situation to express interest in voluntary redundancy, where such redundancies would permit the redeployment of potentially excess and excess officers who do not wish to accept voluntary redundancy.

128 Redeployment

- 128.1 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.

- 128.2 The Agency will consider potentially excess and excess officers from other ACTPS agencies in isolation for vacancies at the officers' substantive level.

- 128.3 Excess officers (potential or actual) have absolute preference for transfer to positions at the officers' substantive level and must be considered in isolation from other applicants for any vacancy within the ACTPS. An excess officer need only be found suitable, or suitable within a reasonable time (generally three to six months) to be transferred to the position. For the purposes of this clause substantive level means the same classification or a classification where the maximum salary does not exceed the top increment of the officer's current classification by more than 10%.

- 128.4 The Agency will make every effort to facilitate the placement of an excess officer, both within the Agency and to other ACTPS agencies.
- 128.5 The Agency will arrange reasonable training that would assist the excess officer's prospects for redeployment.
- 128.6 The Agency will provide appropriate internal assistance and career counselling and assist as necessary with the preparation of job applications.
- 128.7 An excess officer who does not accept voluntary redundancy is entitled to a seven month retention period.
- 128.8 The retention period will commence:
- (a) on the day the officer is advised in writing by the Chief Executive that he or she is an actually excess officer; or
 - (b) in the case of an officer who is invited by the Chief Executive to submit an election to be retired - one month after the day on which the election is invited;
- whichever is the earlier.
- 128.9 The Chief Executive Officer may reduce the officer in classification and place the officer in a specific position within the Agency, where the officer:
- (a) (i) was found unsuitable in a merit selection process for three separate positions; or
(ii) has not applied for at least three separate positions, for which the officer could reasonably be expected to be qualified to perform, either immediately or in a reasonable time; and
 - (b) cannot be placed in gainful employment at the officer's substantive level at the end of the retention period, and
 - (c) the officer agrees.
- 128.10 The agreement of the officer to be reduced in classification as required in clause 128.9(c) will not be unreasonably withheld.
- 128.11 Despite the above, if, at the end of the retention period, the Chief Executive is of the opinion that there is insufficient productive work available for the excess officer, the Chief Executive may, subject to the agreement of the officer, such agreement not to be unreasonably withheld, reduce the officer in classification in order to place the officer in a specific position in the Agency.
- 128.12 An excess officer will not be reduced in classification if he or she has not been invited to elect to be voluntarily retired with benefits, or has made such an election and the Chief Executive refuses to approve it.
- 128.13 Where the Chief Executive proposes to reduce an excess officer's classification, the officer will be given no less than four weeks notice of the action proposed; or five weeks if the officer is over forty-five years old and has completed at least two years of continuous service. This notice period will, as far as practicable, be concurrent with the seven month retention period.

129 Involuntary Retirement

- 129.1 An excess officer may be made involuntarily redundant, subject to the terms of Section U. This clause applies to excess officers who are not:
- (a) retired with consent;
 - (b) redeployed to another position; or
 - (c) reduced in classification.
- 129.2 An officer may be involuntarily retired 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 section 83 of 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.
- 129.3 Where the Chief Executive believes that there is insufficient productive work available for an excess officer during the retention period, the Chief Executive may make the officer involuntarily redundant before the end of the retention period.
- 129.4 An excess officer will not be involuntarily retired if he or she has not been invited to elect to be voluntarily retired with benefits, or has made such an election and the Chief Executive refuses to approve it.
- 129.5 Where the Chief Executive involuntarily retires an excess officer, the officer will be given no less than four weeks notice of the action proposed; or five weeks if the officer is over forty-five years old and has completed at least two years of continuous service. This notice period will, as far as practicable, be concurrent with the seven month retention period.
- 130 Income Maintenance Payment**
- 130.1 An officer who has been receiving a higher rate of salary for a continuous period of at least twelve months and who would have continued to receive that salary rate except for the declaration of excess, will be considered to have the higher salary rate.
- 130.2 This salary will be known as the income maintenance salary. The income maintenance salary, where applicable, will be used for the calculation of all conditions and entitlements under this clause.
- 130.3 The income maintenance salary exists for the retention period or the balance of the retention period.
- 130.4 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 salary 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.
- 130.5 If an officer is involuntarily reduced in classification during the retention period, the officer will be entitled to be paid at the income maintenance salary rate for the balance of the retention period.
- 130.6 All allowances in the nature of salary will be included in determining the income maintenance salary rate.
- 131 Leave and Expenses to Seek Employment**
- 131.1 At any time after the officer has been advised under clause 125.3 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.
- 131.2 The officer will be entitled to any reasonable fares and other incidental expenses if these are not met by the prospective employer.
- 132 Use of Sick Leave**
- 132.1 The use of sick 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.
- 132.2 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.

133 Appeals

- 133.1 Without affecting the officer's rights under the WR Act, an excess officer has the right under Section T to appeal any decision taken in relation to the officer's eligibility for benefits under clauses 126 to 128 of this Section, the amount of such benefits, or the amount payable by way of income maintenance under clause 130.
- 133.2 An excess officer has the right under Section T. to appeal against the giving, in accordance with clauses 128 and 129 of this Section, of a notice of involuntary redundancy or notice of reduction in classification.

134 Agreement Not To Prevent Other Action

- 134.1 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.

135 Re-engagement of Previously Retrenched Officers

- 135.1 Officers who are involuntarily retired from the ACTPS can apply for further employment in the ACTPS without the PSM Act requirement for a one year break in service.
- 135.2 Officers who elect to be made voluntarily redundant under clause 126 cannot be reengaged by 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 V - Medically Unfit Staff

136 Transfer of Medically Unfit Staff

- 136.1 This clause does not apply to casual employees.
- 136.2 A medically unfit employee is an employee who is considered by the Chief Executive, in accordance with paragraph (a), sub-section 143(1) of the PSM Act, to be an employee who is unable to perform duties appropriate to the employee's classification because of physical or mental incapacity.
- 136.3 Despite the provisions of sub-section 56(3) and paragraphs (c) and (e) of sub-section 65(1) of the PSM Act, a medically unfit employee may, by agreement with the employee, be transferred to any position within the officer's current skill level and experience, the classification of which has a maximum salary which does not vary from the top increment of the employee's classification by more or less than 10%.
- 136.4 An employee will not be redeployed in accordance with clause 136.3 unless there is no suitable vacant position at the employee's substantive classification within the Agency.
- 136.5 In considering any proposed transfer under this clause, the employee may be represented by the employee's employee representative.

Section W - Management or Government Initiated Transfers

137 Gaining Employees

- 137.1 Despite anything to the contrary in the PSM Act, this Section applies where the Agency:
 - (a) gains the holder of an office (a new employee) who has been transferred under section 15(5) of the PSM Act; or
 - (b) gains an employee (a new employee) under section 16(2) of the PSM Act; or

- (c) gains an unattached officer (a new employee) under section 119 of the PSM Act; or
 - (d) gains an employee (a new employee) as a result of a management initiated transfer or transfer arising from changes to the Administrative Arrangement Orders.
- 137.2 Subject to clauses 137.3 and 137.4, the terms and conditions of this Agreement will apply to the new employee.
- 137.3 In applying the terms and conditions of this Agreement to a new employee, the Chief Executive will determine, following transfer of the employee to this Agency, the salary and classification of the new employee according to the following principles:
- (a) the Chief Executive will determine the new employee's classification (called the "new classification") for the purposes of this Agreement and the conditions of employment (excluding salary) will be solely in accordance with the conditions applicable to that classification under this Agreement with accrued entitlements being preserved in accordance with clause 138;
 - (b) if the new employee's current salary (after any necessary adjustments required by clause 138) is within the range of salaries for the new classification, the new employee will continue to receive that salary;
 - (c) if the lowest salary in the range of salaries applicable to the new classification is higher than the new employee's current salary, the employee's salary will be increased to the lowest salary applicable to the new classification or the appropriate relativity in the new incremental range;
 - (d) if the highest salary in the range of salaries applicable to the new classification is less than what the new employee is currently being paid then:
 - i. the employee's salary 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 salary applicable to the employee's classification under this Agreement equals or exceeds the employee's current salary, at which time the employee will receive the highest salary applicable to the employee's classification under this Agreement together with any future increases under this Agreement.
- 137.4 A new employee who, at the time the employee was transferred to the Agency, was working under approved flextime arrangements, will be entitled to continue the flextime arrangements in the Agency. This provision will apply unless otherwise agreed by the Agency and the employee, or until a new workplace agreement is lodged under the WR Act.
- 137.5 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 salary or classification is deemed not to be a promotion and does not require the new employee's position to be advertised.
- 138 Preservation of Accrued Entitlements**
- 138.1 New employees will not lose the benefit of accrued entitlements upon joining the Agency. Accordingly, the new employee's overall level of accrued entitlements will be preserved according to the following principles:
- (a) where the accrued entitlements are consistent with this Agreement, these entitlements will be preserved but may only be accessed in a manner consistent with the provisions of this Agreement;

- (b) where the accrued entitlements are not consistent with the Agreement and/or cannot be accessed in a manner consistent with this Agreement, then these entitlements will be converted into entitlements or benefits consistent with this Agreement at the discretion of the Chief Executive in consultation with the employee.

138.2 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.

139 Establishment of a New ACTPS Agency

139.1 An employee who is transferred under a Management initiated or Government initiated change to a new ACT Government Agency and who continues to be employed under the PSM Act will continue to be covered by the terms and conditions of this Agreement for twelve months after separation from the Agency, or until a workplace agreement for the new ACT Government Agency is lodged under the WR Act, whichever first occurs.

140 Appeal Rights

140.1 A new employee may seek a review under Section S about decisions made under this Section affecting the employee's terms and conditions of employment in the gaining Agency.

SCHEDULE 1: Planning and Land Authority Specific Conditions

141 Electrical Inspectors

141.1 Despite clauses 18-21, the following clauses apply to Electrical Inspectors.

Ordinary Hours of Work

141.2 The ordinary daily hours are seven hours and thirty minutes for a full time employee. The ordinary weekly hours are 37.5 hours for a full time employee.

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

Standard Hours

141.4 Standard hours are 7.30am to 4.20 pm inclusive of a half hour lunch break, Monday to Friday, unless otherwise agreed in writing by the employee and the manager/supervisor.

Span of Hours

141.5 Ordinary daily hours must be worked within the span of hours limits of 6:00 a.m. to 6:00 p.m. Monday to Friday.

141.6 The span of hours worked in a day, clause 141.6, may be varied by agreement between the manager/supervisor and a majority of employees concerned in a workplace

Nine day fortnight

141.7 Despite Clause 24 – Rostered Day Off, Electrical Inspectors will work the standard hours at clause (standard hours) for nine days in a fortnight, allowing for the 10th day as a Rostered Day Off (ie: 9-day fortnight).

Meal Break

141.8 An employee will not be required to work for more than five hours without a break for a meal of at least thirty minutes duration. Meal breaks will not count as time worked unless specific provisions are made for in this Agreement.

141.9 The provisions of clause 141.8 may be varied by agreement between the manager/supervisor and a majority of employees concerned in a workplace.

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

ANNEX A - CLASSIFICATIONS AND RATES OF PAY

	Pay Rates as at 1.4.06	4% from 5.4.07	4% from 3.4.08	4% from 2.4.09
Administrative Services Officer Class 1				
Under 18 years (60%)	\$19,904	\$20,700	\$21,528	\$22,389
At 18 years (70%)	\$23,221	\$24,150	\$25,116	\$26,121
At 19 years (81%)	\$26,869	\$27,944	\$29,062	\$30,224
At 20 years (91%)	\$30,187	\$31,394	\$32,650	\$33,956
Adult	\$33,174	\$34,501	\$35,881	\$37,316
	\$34,287	\$35,658	\$37,084	\$38,567
	\$35,218	\$36,627	\$38,092	\$39,616
	\$36,663	\$38,130	\$39,655	\$41,241
Administrative Services Officer Class 2				
	\$37,545	\$39,047	\$40,609	\$42,233
	\$38,577	\$40,120	\$41,725	\$43,394
	\$39,591	\$41,175	\$42,822	\$44,535
	\$40,617	\$42,242	\$43,932	\$45,689
	\$41,634	\$43,299	\$45,031	\$46,832
Administrative Services Officer Class 3				
	\$42,763	\$44,474	\$46,253	\$48,103
	\$43,876	\$45,631	\$47,456	\$49,354
	\$44,986	\$46,785	\$48,656	\$50,602
	\$46,153	\$47,999	\$49,919	\$51,916
Administrative Services Officer Class 4				
	\$47,664	\$49,571	\$51,554	\$53,616
	\$49,176	\$51,143	\$53,189	\$55,317
	\$50,455	\$52,473	\$54,572	\$56,755
	\$51,751	\$53,821	\$55,974	\$58,213
Administrative Services Officer Class 5				
	\$53,162	\$55,288	\$57,500	\$59,800
	\$54,823	\$57,016	\$59,297	\$61,669
	\$56,370	\$58,625	\$60,970	\$63,409
Administrative Services Officer Class 6				
	\$57,414	\$59,711	\$62,099	\$64,583
	\$58,845	\$61,199	\$63,647	\$66,193
	\$60,456	\$62,874	\$65,389	\$68,005
	\$63,495	\$66,035	\$68,676	\$71,423
	\$65,953	\$68,591	\$71,335	\$74,188

	Pay Rates as at 1.4.06	4% from 5.4.07	4% from 3.4.08	4% from 2.4.09
Senior Officer Grade C	\$72,695	\$75,603	\$78,627	\$81,772
	\$78,381	\$81,516	\$84,777	\$88,168
Senior Officer Grade B	\$85,893	\$89,329	\$92,902	\$96,618
	\$90,333	\$93,946	\$97,704	\$101,612
	\$96,693	\$100,561	\$104,583	\$108,766
Senior Officer Grade A	\$99,755	\$103,745	\$107,895	\$112,211
General Service Officer Level 2				
Under 17 years (50%)	\$15,312	\$15,924	\$16,561	\$17,223
At 17 years (60%)	\$18,375	\$19,110	\$19,874	\$20,669
At 18 years (70%)	\$21,437	\$22,294	\$23,186	\$24,113
At 19 years (81%)	\$24,806	\$25,798	\$26,830	\$27,903
At 20 years (91%)	\$27,868	\$28,983	\$30,142	\$31,348
Adult	\$31,268	\$32,519	\$33,820	\$35,173
	\$31,652	\$32,918	\$34,235	\$35,604
	\$32,060	\$33,342	\$34,676	\$36,063
	\$32,468	\$33,767	\$35,118	\$36,523
General Service Officer Level 3	\$33,173	\$34,500	\$35,880	\$37,315
	\$33,608	\$34,952	\$36,350	\$37,804
	\$34,040	\$35,402	\$36,818	\$38,291
	\$34,472	\$35,851	\$37,285	\$38,776
General Service Officer Level 4	\$34,893	\$36,289	\$37,741	\$39,251
	\$35,382	\$36,797	\$38,269	\$39,800
	\$35,863	\$37,298	\$38,790	\$40,342
	\$36,382	\$37,837	\$39,350	\$40,924
General Service Officer Level 5	\$36,959	\$38,437	\$39,974	\$41,573
	\$37,649	\$39,155	\$40,721	\$42,350
	\$38,337	\$39,870	\$41,465	\$43,124
	\$38,994	\$40,554	\$42,176	\$43,863

	Pay Rates as at 1.4.06	4% from 5.4.07	4% from 3.4.08	4% from 2.4.09
General Service Officer Level 6	\$38,994	\$40,554	\$42,176	\$43,863
	\$39,653	\$41,239	\$42,889	\$44,605
	\$40,245	\$41,855	\$43,529	\$45,270
	\$40,843	\$42,477	\$44,176	\$45,943
General Service Officer Level 7	\$42,164	\$43,851	\$45,605	\$47,429
	\$42,944	\$44,662	\$46,448	\$48,306
	\$43,759	\$45,509	\$47,329	\$49,222
	\$44,622	\$46,407	\$48,263	\$50,194
General Service Officer Level 8	\$45,835	\$47,668	\$49,575	\$51,558
	\$46,699	\$48,567	\$50,510	\$52,530
	\$47,595	\$49,499	\$51,479	\$53,538
	\$48,529	\$50,470	\$52,489	\$54,589
General Service Officer Level 9	\$49,508	\$51,488	\$53,548	\$55,690
	\$50,437	\$52,454	\$54,552	\$56,734
	\$51,402	\$53,458	\$55,596	\$57,820
	\$52,417	\$54,514	\$56,695	\$58,963
	\$53,511	\$55,651	\$57,877	\$60,192
	\$54,939	\$57,137	\$59,422	\$61,799
	\$56,170	\$58,417	\$60,754	\$63,184
General Service Officer Level 10	\$57,414	\$59,711	\$62,099	\$64,583
	\$59,156	\$61,522	\$63,983	\$66,542
	\$60,813	\$63,246	\$65,776	\$68,407
	\$63,495	\$66,035	\$68,676	\$71,423
	\$65,953	\$68,591	\$71,335	\$74,188
Information Technology Officer Class 1	\$46,153	\$47,999	\$49,919	\$51,916
	\$47,664	\$49,571	\$51,554	\$53,616
	\$49,176	\$51,143	\$53,189	\$55,317
	\$50,455	\$52,473	\$54,572	\$56,755
	\$51,751	\$53,821	\$55,974	\$58,213
	\$52,771	\$54,882	\$57,077	\$59,360

	Pay Rates as at 1.4.06	4% from 5.4.07	4% from 3.4.08	4% from 2.4.09
Information Technology Officer Class 2	\$57,414	\$59,711	\$62,099	\$64,583
	\$58,845	\$61,199	\$63,647	\$66,193
	\$60,456	\$62,874	\$65,389	\$68,005
	\$63,495	\$66,035	\$68,676	\$71,423
	\$65,953	\$68,591	\$71,335	\$74,188
Senior Information Technology Officer Grade C	\$72,695	\$75,603	\$78,627	\$81,772
	\$78,381	\$81,516	\$84,777	\$88,168
Senior Information Technology Officer Grade B	\$85,893	\$89,329	\$92,902	\$96,618
	\$90,333	\$93,946	\$97,704	\$101,612
	\$96,693	\$100,561	\$104,583	\$108,766
Senior Information Technology Officer Grade A	\$99,755	\$103,745	\$107,895	\$112,211
Professional Officer Class 1	\$40,038	\$41,640	\$43,306	\$45,038
	\$41,633	\$43,298	\$45,030	\$46,831
	\$44,057	\$45,819	\$47,652	\$49,558
	\$46,997	\$48,877	\$50,832	\$52,865
	\$50,287	\$52,298	\$54,390	\$56,566
	\$53,511	\$55,651	\$57,877	\$60,192
	\$56,170	\$58,417	\$60,754	\$63,184
Professional Officer Class 2	\$57,414	\$59,711	\$62,099	\$64,583
	\$59,156	\$61,522	\$63,983	\$66,542
	\$60,813	\$63,246	\$65,776	\$68,407
	\$63,495	\$66,035	\$68,676	\$71,423
	\$65,953	\$68,591	\$71,335	\$74,188
Senior Professional Officer Grade C	\$72,695	\$75,603	\$78,627	\$81,772
	\$78,381	\$81,516	\$84,777	\$88,168
Senior Professional Officer Grade B	\$85,893	\$89,329	\$92,902	\$96,618
	\$90,333	\$93,946	\$97,704	\$101,612
	\$96,693	\$100,561	\$104,583	\$108,766

	Pay Rates as at 1.4.06	4% from 5.4.07	4% from 3.4.08	4% from 2.4.09
Senior Professional Officer Grade A	\$99,755	\$103,745	\$107,895	\$112,211
Senior Professional Officer (Eng & Related) A	\$101,369	\$105,424	\$109,641	\$114,027
Public Affairs Officer 1	\$49,176	\$51,143	\$53,189	\$55,317
Public Relations Adviser Class 1	\$51,566	\$53,629	\$55,774	\$58,005
	\$53,959	\$56,117	\$58,362	\$60,696
	\$56,370	\$58,625	\$60,970	\$63,409
Public Affairs Officer 2	\$59,805	\$62,197	\$64,685	\$67,272
Public Relations Adviser Class 2	\$63,128	\$65,653	\$68,279	\$71,010
	\$67,961	\$70,679	\$73,506	\$76,446
Public Affairs Officer 3	\$76,392	\$79,448	\$82,626	\$85,931
Public Relations Manager Class 1	\$86,337	\$89,790	\$93,382	\$97,117
	\$90,333	\$93,946	\$97,704	\$101,612
Senior Public Affairs Officer 1	\$96,693	\$100,561	\$104,583	\$108,766
Public Relations Manager Class 2				
Senior Public Affairs Officer 2	\$101,369	\$105,424	\$109,641	\$114,027
Technical Officer Level 1	\$38,824	\$40,377	\$41,992	\$43,672
	\$39,524	\$41,105	\$42,749	\$44,459
	\$40,152	\$41,758	\$43,428	\$45,165
	\$40,786	\$42,417	\$44,114	\$45,879
Technical Officer Level 2	\$42,164	\$43,851	\$45,605	\$47,429
	\$43,527	\$45,268	\$47,079	\$48,962
	\$44,622	\$46,407	\$48,263	\$50,194
	\$45,835	\$47,668	\$49,575	\$51,558
	\$46,997	\$48,877	\$50,832	\$52,865
	\$48,529	\$50,470	\$52,489	\$54,589

	Pay Rates as at 1.4.06	4% from 5.4.07	4% from 3.4.08	4% from 2.4.09
Technical Officer Level 3	\$49,508	\$51,488	\$53,548	\$55,690
	\$50,668	\$52,695	\$54,803	\$56,995
	\$52,097	\$54,181	\$56,348	\$58,602
	\$53,511	\$55,651	\$57,877	\$60,192
	\$54,939	\$57,137	\$59,422	\$61,799
	\$56,170	\$58,417	\$60,754	\$63,184
Technical Officer Level 4	\$57,414	\$59,711	\$62,099	\$64,583
	\$59,156	\$61,522	\$63,983	\$66,542
	\$60,813	\$63,246	\$65,776	\$68,407
	\$63,495	\$66,035	\$68,676	\$71,423
	\$65,953	\$68,591	\$71,335	\$74,188
Senior Officer (Technical) Grade C	\$72,695	\$75,603	\$78,627	\$81,772
	\$78,381	\$81,516	\$84,777	\$88,168
Senior Officer (Technical) Grade B	\$85,893	\$89,329	\$92,902	\$96,618
	\$90,333	\$93,946	\$97,704	\$101,612
	\$96,693	\$100,561	\$104,583	\$108,766
<u>GRADUATE RATES OF PAY</u>				
Graduate Administrative Assistant	\$47,664	\$49,571	\$51,554	\$53,616
	\$49,176	\$51,143	\$53,189	\$55,317

ANNEX B - AGREED FRAMEWORK FOR SPECIAL EMPLOYMENT ARRANGEMENTS

1 Introduction

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

2 Approval

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

Information that the Agency provides to the union under clause 2.3 will not include information that might directly or indirectly disclose the identity of a particular employee.
- 2.4 At any time following the conclusion of the consultation required under clause 2.3, the Chief Executive and an employee may agree on the terms of a SEA to apply to the position that the employee occupies.
- 2.5 Prior to any SEA being agreed, the Chief Executive must discuss the proposed terms of the SEA with the employee who is currently occupying the position or who has been promoted to or appointed to the position. In these discussions, the employee may invite an 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 Australian Fair Pay and Conditions Standard.
- 2.7 The terms and conditions of employment of this Agreement will continue to form the principal basis for employees covered by this Agreement. Accordingly, where a SEA applies to an employee, the terms and conditions of the employee is a combination of:

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

3 Application

- 3.1 The SEA will commence from the date specified in the SEA.
- 3.2 The SEA will operate until this Agreement is replaced by a further workplace agreement unless it ceases to operate in accordance with this Framework.
- 3.3 Subject to this Framework, the SEA will operate while the employee continues to be the occupant of the position identified in the SEA.
- 3.4 Subject to this Framework, the SEA will cease to apply to the employee where:
- (a) The Chief Executive determines, following a review provided for under clause 7 of this Framework, the SEA should no longer apply to the position; or
 - (b) The employee vacates the position identified in the SEA.
- 3.5 Where an employee party to a SEA temporarily vacates the position and another employee is selected to act in the position, the Chief Executive may determine the SEA applies to the employee who is acting in the position.
- 3.6
- (a) Subject to 3.6 (b), a SEA will continue to operate under the collective agreement of the gaining Agency where there is a transfer of a position arising from:
 - i. Machinery of Government changes; or
 - ii. Management initiated changes; or
 - iii. Changes to the Administrative Arrangement Orders.
 - (b) A SEA will continue to operate in accordance with 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 Agency must provide the employee with a minimum of 90 days (or less if agreed) written notice before the SEA ceases to operate under clauses 3.4(a) or 3.7.

4 Deeming

- 4.1 Subject to clause 4.2, a SEA that applied to an employee in the Agency on the date this Agreement is lodged under the WR Act is deemed by this Agreement to continue in force under the terms of this Agreement, except that: the rate of pay that applied to the employee under the SEA will be increased in accordance with the increases in pay rates provided for under clause 28 of this Agreement.
- 4.2 Despite clause 4.1, the Agency and the employee to which a SEA applied under the previous certified agreement may agree in writing to enter into a SEA in accordance with this Framework. In that event, clause 4.1 will not apply to that employee.

5 Special Employment Arrangement Eligibility Criteria

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

- (a) the position is critical to the operation of the Agency or to a business unit in the Agency;
 - (b) an employee who occupies the position requires specialist qualifications or specialist or high level skills;
 - (c) the skills required by the employee who occupies the position are in high demand in the marketplace;
 - (d) the position would incur significant costs to replace.
- 5.2 In considering clause 5.1(c), the Chief Executive must take into account relevant market data.
- 5.3 Where an Australian Workplace Agreement is terminated in accordance with the WR Act, the position that the employee occupies will be deemed to have met the eligibility criteria at clause 5.1.
- 6 Scope of a Special Employment Arrangement**
- 6.1 A SEA may contain:
- (a) enhanced pay rates, which must not exceed 50% of the existing salary of the occupant of the position under this Agreement;
 - (b) provision for privately plated vehicles where the Chief Executive considers there is a clear, unambiguous and exceptional need;
 - (c) other terms and conditions of employment where the Chief Executive considers there is a clear, unambiguous and exceptional need;
 - (d) in the case where an Australian Workplace Agreement is terminated in accordance with the WR Act, the terms and conditions of employment that were contained in the Australian Workplace Agreement.
- 6.2
- (a) Should the Chief Executive consider that there is a compelling reason for the Agency to pay enhanced rates of pay in excess of the 50% cap of the existing salary of the position, the Agency will apply to the Commissioner for Public Administration for approval to do so.
 - (b) An application to the Commissioner must include relevant and appropriate market data as well as an explanation of why the Agency considers that there is a need to pay above the 50% cap.
 - (c) In assessing whether a rate of pay above the 50% cap should be paid to any employee, the Agency should give particular consideration to the consequences the granting of the SEA may have on its ability to recruit and/or retain executive positions.
- 6.3 The rates of salary component of a SEA counts as for salary 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 salary component of the SEA must be reduced on a pro-rata basis.
- 6.4 Normal incremental advancement will continue to apply in relation to the existing salary of the employee.
- 6.5 The salary component of a SEA is payable fortnightly and is not available as a lump sum payment.
- 6.6 The terms of the SEA must contain provisions:
- (a) Setting out the level of the employee's existing salary;
 - (b) Setting out the salary 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 salary and terms and conditions of employment under this Agreement in the event the SEA ceases to operate or is terminated; and
- (d) Containing the terms of this Framework.

7 Review of Special Employment Arrangement

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

8 Salary Packaging

- 8.1 Remuneration and conditions provided under a SEA may be used for the purposes of salary packaging in accordance with the Flexible Remuneration Packaging provisions of this Agreement. Where an employee salary packages 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 packaging provider that the terms of the SEA can no longer be packaged.

9 Notification

- 9.1 The Chief Executive, Chief Minister's Department will provide the Minister for Industrial Relations on a quarterly basis with information on the number, terms and classifications of all SEAs approved by each Agency Chief Executive. A copy of that report will be provided to the SBU, subject to the Privacy Act 1988 and Principles.
- 9.2 Any information that might directly or indirectly disclose the identity of a particular employee will be omitted from the copy of the information that is provided to the SBU under clause 9.1.
- 9.3 The Agency will include in its annual report information about SEAs approved by the Chief Executive during the reporting year.

10 Interpretation

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

'approved remuneration consultant' means an organisation external to the ACT Public Service that provides consultancy-based and training services in the field of job sizing assessments or market surveys and is approved by the Chief Minister's Department.

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

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

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

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

ANNEX C - EXPENSE, DISABILITY AND SKILL RELATED ALLOWANCES

Agency Specific Allowances

1. Disability Allowances

Allowance	Employee Type	Description	Payment Frequency	Rate at 1.4.06	4% from 5.4.07	4% from 3.4.08	4% from 2.4.09
Asbestos Handling	Electrical trades employees	Employees required to use materials containing asbestos or to work in close proximity to employees using such materials, where the wearing of protective equipment (ie. Combination overalls and breathing equipment or similar apparatus) is required will be paid an allowance:	per hour	\$0.72	\$0.75	\$0.78	\$0.81
Cold Places ⁽³⁾⁽⁸⁾	Electrical trades employees	An employee who works for more than one hour in places where the temperature is reduced by artificial means below 0 degrees Celsius will be paid an allowance: Special conditions: Where the work continues for more than two hours an employee is entitled to a rest period of 20 minutes every two hours without loss of pay.	per hour	\$0.61	\$0.63	\$0.66	\$0.69
Confined Spaces ⁽³⁾	Electrical trades employees	An employee who works in a confined space, as defined, will be paid an allowance: "Confined space" means a compartment, space or place the dimensions of which necessitate an employee working in a stooped or otherwise cramped position, or without proper ventilation.	per hour	\$0.72	\$0.75	\$0.78	\$0.81
Dirty Work ⁽³⁾	Building trades employees	Where an employee and a supervisor agree that work is of an unusually dirty or offensive nature the employee will be paid an	per hour	\$0.61	\$0.63	\$0.66	\$0.69

		allowance:					
Epoxy-Based Materials – Close Proximity	Electrical trades employees	Employees who work in close proximity to epoxy-based materials and all materials which include or require the addition of a catalyst hardener and reactive additives or two-pack catalyst system will be paid an allowance:	per hour	\$0.61	\$0.63	\$0.66	\$0.69
Hot Places ⁽³⁾	Electrical trades employees	An employee who works for more than one hour in the shade in places where the temperature is raised by artificial means to between 46° and 54° Celsius will be paid an allowance:	per hour	\$0.61	\$0.63	\$0.66	\$0.69
		An employee who works for more than one hour in the shade in places where the temperature is raised by artificial means to more than 54° Celsius will be paid an allowance: Special conditions Where work continues for more than two hours in temperatures exceeding 54° Celsius, employees will be entitled to 20 minutes rest every two hours work without deduction of pay. The temperature will be determined by the supervisor after consultation with the employees who claim the extra rate.		\$0.72	\$0.75	\$0.78	\$0.81
Insanitary Conditions/Sewerage Sludge	Civil construction workers Plant operators Rangers	An employee called upon to work in insanitary conditions or unload sewerage sludge will be paid an allowance:	per day	\$1.54	\$1.60	\$1.67	\$1.73
Live Sewer Work	Civil construction employees	Employees performing 'Live sewer work' in situations where there is direct aerial connection with a sewer through which sewerage is flowing will be paid an allowance:	per hour	\$0.51	\$0.53	\$0.55	\$0.57

		Exclusions: (1) Where aerial connection with such sewer is blocked by a disc, plug, water seal or other means the live sewer rate shall not apply.					
Wet Places ⁽³⁾	Building employees	An employee working in any place where clothing or boots become saturated by water, oil or another substance will be paid an allowance: Special condition: Any employee who becomes entitled to this extra rate will be paid such rate only for the part of the day or shift that they are required to work in wet clothing or boots. Exclusion: This extra rate is not payable to an employee who is provided by the employer with suitable and effective protective clothing and/or footwear.	per hour	\$0.61	\$0.63	\$0.66	\$0.69

NOTES:

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

2. Qualification Allowances

Allowance	Employee Type	Description	Payment Frequency	Rate at 1.4.06	4% from 5.4.07	4% from 3.4.08	4% from 2.4.09
First Aid	First aid officers	Where an employee is directed to perform the duties of a First Aid Officer an employee will be paid an allowance:					
		(1) Base Level – A Certificate awarded by a Registered Training Organisation that is accredited to deliver First Aid training. This would normally be based on a minimum of 8 hours training and would include: Expired Air (EAR), Cardiopulmonary resuscitation (CPR), Life threatening emergencies and General minor first aid treatment.	per fortnight	\$18.61	\$19.35	\$20.13	\$20.93
		(2) Advanced Level – Based on a minimum of 18 hours training and building on the base level training outlined above and provide training in first aid management and procedures in a workplace environment.	per fortnight	\$23.30	\$24.23	\$25.20	\$26.21
		(3) Occupational or Specialist Level – Based on a minimum of 30 hours training and building on the advanced training outlined above. The training required to meet this level will include the ability to completely render first aid in the workplace in the context of the OHS legislation.	per fortnight	\$27.65	\$28.76	\$29.91	\$31.10

Licence Allowance	Electrical trades employees	Any employee performing the functions of the obsolete classifications of Electrical mechanic, Electrical fitter, Electrician special class or Electronics tradesman (as defined), who is required to carry out work for which a licence is necessary and who holds a licence issued by the appropriate authority to perform every class of electrical wiring work, will be paid an allowance.	per fortnight	\$33.94	\$35.30	\$36.71	\$38.18
	Plumber	A General Service Officer Level 5, 6 or 7, who is performing plumbing trade functions and is engaged on water supply and/or sanitary plumbing work as defined by the Water and Sewerage Act 2000 and who holds current licences under the Act will be paid an allowance. This amount will be taken into account in calculating payment for all purposes	per week	\$24.34	\$25.31	\$26.33	\$27.38

3. Expense-related Allowances

Allowance	Employee Type	Description	Payment Frequency	Rate at 1.4.06	4% from 5.4.07	4% from 3.4.08	4% from 2.4.09
Excess Fares and Travel Time	General Service Officers	Where an employee is directed to work away from a depot or centre on any day, is entitled to be paid an allowance on each day they attend work:	per day	\$7.60	\$7.90	\$8.22	\$8.55
		Where the agency provides, or offers to provide, suitable transport free of charge to the employee, in the employees' own time, the employee will be paid an allowance:		\$2.10	\$2.18	\$2.27	\$2.36

Loss of Tools	General Service Officers	Where, in the course of work, clothing, spectacles, hearing aids or tools of trade which are ordinarily required for the performance of the employee's duties are damaged or destroyed by fire or molten metal or through the use of corrosive substances, compensation will be made to the extent of the damage sustained. Such compensation will not exceed:	maximum per occasion	\$1,110.00	\$1,154.40	\$1,200.58	\$1,248.60
Excess Traveling Time	All employees except GSO's	<p>1. Subject to clause 2. an employee who is:</p> <ul style="list-style-type: none"> (a) in receipt of an annual salary of less than \$36,180; and (b) travelling or on duty away from the employee's usual place of work <p>will be paid for time necessarily spent in travel or on duty (exclusive of overtime duty) in excess of:</p> <ul style="list-style-type: none"> (a) the employee's usual hours of duty for the day; and (b) the time necessarily spent travelling to and from home and the usual place of work. <p>2. Payment of excess traveling times will be made for excess traveling time:</p> <ul style="list-style-type: none"> (a) that is greater than one half hour in any 1 day; or (b) greater than 2.5 hours in any fortnight; <p>up to a maximum of 5 hours for any one day,</p> <p>3. The rate of payment for excess traveling time will be:</p> <ul style="list-style-type: none"> (a) single time on Mondays to Saturdays; and (b) time and a half on Sundays and Public Holidays. <p>4. Where an employee's usual place of work is variable within a specified district, the Chief Executive will determine the usual place of work. In this case a minimum of 20 minutes travelling time each way will apply.</p> <p>Excess fares</p> <p>1. An employee will be entitled to the reimbursement of excess fares incurred by the employee performing duty temporarily at a place other than the employee's usual place of work, when the cost of travelling to and from the temporary place of work is greater than the cost of travelling to and from the employee's usual place of work.</p>					

DEFINITIONS:

Apprentice means a temporary employee engaged under section 109 of the *Public Sector Management Act 1994* who has been apprenticed in employment under the Australian Apprenticeships scheme.

Electrical trades employee means an employee (other than a supervisory employee or Ranger) who performs electrical trades work (including the operation or use of appropriate tools and equipment) or assists directly in the performance of such work.

Maintenance work means small repair and alteration work carried out by an employee in an enterprise that is not connected with the building and engineering Industry.

Obnoxious work means work which is unusually obnoxious or of an objectionable nature to a degree which is exceptionally and unreasonably abnormal or unusual and for which no other special rates are prescribed by this agreement.

Trainee means a temporary employee engaged under section 109 of the *Public Sector Management Act 1994* to undertake a workforce entry program, other than as an apprentice

Works supervisor means an employee temporarily or permanently occupying a position classified as General Service Officer level 9 or 10 performing the duties of Works Supervisor or like occupation.

ANNEX D - OTHER LEAVE

Purpose of Leave	With/ Without pay	Counts as Service	Description of Leave
To accompany domestic partner on a posting	Without	No	<p>The Chief Executive may grant leave without pay to enable an employee to accompany the employee's domestic partner for the period, or part of the period of a temporary posting overseas or interstate.</p> <p>Leave to accompany a domestic partner on a posting is granted without pay and does not count as service for any purpose. The maximum period of leave that may be granted is the period during which the domestic partner of the employee is required to perform duties overseas, or interstate.</p> <p>Schools Assistants working in schools, returning to duty after accompanying a domestic partner on a posting must recommence duties at the commencement of the next school year.</p>
Arbitration leave	With/ Without	Yes	<p>The Chief Executive may grant leave to enable an employee who is a representative of a staff organisation to present a case, give evidence in proceedings or prepare material for submission to the AIRC.</p>
Campaign leave	Without	No	<p>The Chief Executive may grant leave without pay to enable an employee to campaign for the employee's election to:</p> <ul style="list-style-type: none"> • the Legislative Assembly of the Australian Capital Territory; • a House of the Parliament of the Commonwealth or of a State; or • a legislative or advisory body that has been approved by the Commissioner. <p>The maximum period of leave that may be granted for this purpose is three months.</p> <p>Campaign leave does not count as service for any purpose.</p>
Ceremonial leave for Aboriginal and Torres Strait Islander staff	Without	No	<p>The Chief Executive may grant leave without pay to an employee of Aboriginal or Torres Strait Islander descent for ceremonial purposes connected with the death of a member of the employee's immediate or extended family, or for other ceremonial obligations under Aboriginal and Torres Strait Islander law.</p> <p>The maximum period of ceremonial leave that may be granted is ten days in any two year period and is in addition to bereavement leave.</p> <p>Ceremonial leave does not count as service for any purpose.</p>
Employment associated with compensation leave	Without	Yes	<p>The Chief Executive may grant leave without pay to an employee to engage in employment outside the ACTPS if:</p> <p>the employee is, or was, entitled to compensation leave under the <i>Safety, Rehabilitation and Compensation Act 1988</i> (Commonwealth); and</p> <ul style="list-style-type: none"> • the employment is part of a rehabilitation process under that Act.

			<ul style="list-style-type: none"> The maximum period of leave of absence that may be granted to an employee under this section is three years. <p>A period of leave granted to an officer/employee under this section counts as service for all purposes.</p>
Defence service leave	With for first fourteen days then without	Yes except for annual leave	<p>The Chief Executive 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.</p> <p>Leave granted after the commencement of a period of leave is deemed to take effect at the commencement of that period (that is, retrospective approval).</p> <p>The Chief Executive may grant leave to an employee to enable the employee to perform full time defence service as set out in this section.</p> <p>The Chief Executive may grant leave to an employee to perform full-time service in a time of war as defined in the <i>Defence Act 1903</i> (Commonwealth) and/or for the purposes of the United Nations in:</p> <ul style="list-style-type: none"> the Defence Force; a naval, military or air force of a country allied or associated with Australia for the purposes of defence; or a naval, military or air force of the United Nations. <p>The Chief Executive may grant leave for an employee to undertake continuous full-time service as a member of the Navy, Army or Air Force for a period not exceeding four years for which the employee has volunteered.</p> <p>If an employee, under Commonwealth law is required to render additional service at the conclusion of the period of service for which the employee has volunteered to serve, the leave granted under this section by the Chief Executive to that employee is extended for the period necessary to enable the employee to undertake that additional service.</p> <p>Leave granted under this section is with pay for the first fourteen days and without pay for the remainder of the time. The leave counts as service for all purposes except annual leave. If an employee does not return to duty with the ACTPS the LWOP does not count as service for any purpose.</p> <p>The Chief Executive may grant an employee leave with pay to enable the employee to undertake the following defence service training:</p> <ul style="list-style-type: none"> annual training as a member of the Navy, Army or Air Force; training for a continuous period of not less than twenty-eight days, including Saturdays and Sundays, in the case of members of the Navy who are not required to perform annual training, but who are required to undergo a period of training at intervals of not less than two years; or
	A period, or periods of leave, not exceeding 33 days in aggregate – with	A period, or periods of leave, not exceeding 33 days in aggregate - yes	

			<ul style="list-style-type: none"> • attendance at a school, class or course of instruction, conducted for the training of members of the Navy, Army or Air Force. <p>The maximum period of leave in a year that may be granted for the purposes of annual training is:</p> <ul style="list-style-type: none"> • in the case of a member of the Navy – thirteen days; • in the case of a member of the Army – fourteen days; and • in the case of a member of the Air Force – sixteen days. <p>The maximum period of leave in a year that may be granted for the purpose of attendance at a school, class or course of instruction, conducted for the training of members of the Navy, Army or Air Force is:</p> <ul style="list-style-type: none"> • in the case of a member of the Navy – thirteen days; • in the case of a member of the Army – sixteen days; and • in the case of a member of the Air Force – sixteen days. <p>The maximum period of defence service leave set out above includes any Saturday or Sunday between the first day of a period of leave in respect of a continuous period of training and the last day of that period of leave.</p> <p>If a person who is the commander of an employee in relation to an employee's membership of the Navy, Army or Air Force, certifies in writing that attendance by an employee for the purposes of annual obligatory defence service training for a period in addition to those specified above is necessary, leave with pay not exceeding four days in a year may be granted to the employee to enable the employee to undertake that additional training.</p> <p>If in a year an employee is required to engage as a member of the Army in a continuous period of training of not less than 33 days, including Saturdays and Sundays, leave of absence may be granted to the employee to enable the employee to engage in that continuous period of training.</p> <p>A period, or periods of leave, not exceeding 33 days in aggregate, granted under this Section in a year, is with pay and counts as service for all purposes.</p> <p>The Chief Executive may grant leave with pay to an employee to attend an interview or medical examination in connection with the employee's enlistment in a Reserve Force or Defence Force. 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 Clause 70 Personal Leave).</p> <p>In this section, unless the context indicates otherwise, a 'year' means any period commencing on 1 July and ending on the following 30 June.</p>
	With	Yes	

Employment or work in the interests of defence or public safety	Without	1 st twelve months – yes. 2 nd twelve months – yes except annual leave	<p>The Chief Executive may grant leave without pay to an officer/employee to engage in work or employment that the Chief Executive certifies is in the interests of the defence or public safety of the Commonwealth or the Territories.</p> <p>The maximum period of leave is two years.</p> <p>The first twelve months of leave granted counts as service for all purposes, including annual leave purposes. Subsequent leave counts as service for all purposes except annual leave. If an officer/employee does not return to duty with the ACTPS the LWOP does not count as service for any purpose.</p>
Leave during hours of duty	With or without	Yes	<p>The Chief Executive may grant leave to an employee in respect of an absence from duty during the ordinary hours of duty on a day.</p> <p>If leave has been granted to an employee on any one day, leave must not be granted to the employee for any absence on the following day.</p> <p>Leave granted under this Section may be with or without pay, as determined by the Chief Executive.</p> <p>Leave granted under this Section counts as service for all purposes.</p>
Emergency leave for duty with the state/territory emergency services	With	Yes	<p>The Chief Executive may grant leave with pay of up to four days per emergency to an officer/ employee who is a member of a State/Territory Emergency Service, fire-fighting service, search and rescue unit or other volunteer service performing similar functions to enable the employee to fulfil an obligation in the event of a civil emergency. Leave under this Section counts as service for all purposes.</p> <p>Additional paid leave may be approved by the Chief Executive for any volunteer duties required to be performed by an officer/employee who is a member of a State/Territory Emergency Service.</p>
Emergency leave for disasters	With	Yes	<p>The Chief Executive may grant leave with pay to an employee, following consultation with the relevant counter-disaster organisation (the appropriate responsible organisation, under current Australian disaster management arrangements, in relation to the place where the employee's home is situated), where the employee's home (the premises where the employee ordinarily resides or resides for the time being and from which the employee travels to work) or contents have been destroyed or significantly damaged (where the home is wholly or partly uninhabitable for health or safety reasons), if the Chief Executive is satisfied that the leave is necessary to assist the employee to cope with the effects of the disaster.</p> <p>The maximum period of leave of absence that may be granted under this section is three days in each consecutive period of twelve months commencing on the day on which the officer/employee accrues a personal leave credit.</p>
Engagement in employment in the interests of the ACTPS	Without	Yes except for annual leave	<p>The Chief Executive may grant leave without pay to enable an employee to engage in employment outside the ACTPS, whether in Australia or elsewhere, where the Chief Executive is satisfied that the employment is in the interest of the Service.</p> <p>Unless otherwise approved by the Chief Executive in</p>

			<p>special circumstances, an employee is not eligible to be granted leave to engage in employment outside the ACTPS unless:</p> <ul style="list-style-type: none"> • in the case of an officer appointed on probation – the officer's appointment has been confirmed; or • in the case of an officer not appointed on probation or a temporary employee – a continuous period of service or employment exceeding six months has been completed. <p>The Chief Executive may not grant leave without pay to enable an employee to engage in employment outside the ACTPS with a government-owned business enterprise to work in a position:</p> <ul style="list-style-type: none"> • as a Principal Chief Executive Officer of the enterprise; or • equivalent to a Senior Executive Service Classification. <p>The maximum period of leave that may be granted to an employee under this Section is five years.</p> <p>A period of leave granted to an employee under this Section counts as service for all purposes except annual leave.</p> <p>If an employee does not return to duty with the ACTPS the LWOP does not count as service for any purpose.</p>
Sporting Leave	With	Yes	<p>The Chief Executive may grant leave with pay to an employee who is an accredited official or competitor to attend in that capacity for international sporting events or other events if the Chief Executive is satisfied that:</p> <ul style="list-style-type: none"> • the event has major international significance; or • the multidiscipline nature of the event warrants approval. <p>The Chief Executive may grant leave with pay to an employee with national or international sporting status to undertake sports training for representative competition.</p> <p>The period of leave with pay granted under this Section counts as service for all purposes.</p>
Jury Service Leave	With	Yes	<p>The Chief Executive may grant leave with pay to an employee to serve as a juror.</p> <p>Leave granted under this Section counts as service for all purposes.</p> <p>The employee is entitled to payment of the employee's usual salary. If the employee is paid jury fees, this amount must be deducted out-of-pocket expenses.</p>
Leave for Local Government purposes	With	Yes	<p>The Chief Executive may grant leave with pay to an employee who is a duly elected office holder of a local government council to enable the employee to attend formal meetings of the council.</p> <p>The maximum period of leave which may be granted</p>

			<p>to an employee under this Section is:</p> <ul style="list-style-type: none"> • 5 days in any period of twelve months in the case of an employee who is the mayor or president of the council; and • in any other case, three days in any period of twelve months. <p>Leave granted under this Section counts as service for all purposes.</p>
Leave not provided elsewhere	Without/ With	No/Yes	<p>If, but for this section, an employee cannot be granted leave, the Chief Executive may grant leave (the 'relevant period') to the employee up to a maximum period of twelve months.</p> <p>A period of leave granted must be without pay and does not count as service for any purpose except where the Chief Executive directs in special circumstances that a period of leave granted is to be with pay to count as service having regard to:</p> <ul style="list-style-type: none"> • the purpose for which the leave is being taken; • the length of service of the employee; and • the length of the period for which the leave is being taken. <p>Where a period of leave is granted with pay and is to count as service, the Chief Executive may grant this leave on half-pay for a period not exceeding twice the relevant period. If the Chief Executive approves the taking of this leave in this manner, this period of leave counts as service for all purposes.</p>
Leave for returned soldiers for medical purposes etc.	With	Yes	<p>The Chief Executive may grant leave with pay to an employee who is a returned soldier to attend an appointment for periodical medical attention, prosthetic treatment or pension review under the <i>Veterans' Entitlement Act 1986</i> (Commonwealth).</p> <p>The maximum period of leave that may be granted to an employee is two weeks in each twelve month period commencing on the day on which the employee accrues a personal leave credit.</p> <p>Leave granted under this Section counts as service for all purposes.</p>
Leave to attend as witness	With/ Without	Yes	<p>The Chief Executive may grant leave to an employee to give evidence before a body or person before whom evidence may be taken on oath.</p> <p>Leave granted under this Section, with or without pay, counts as service for all purposes.</p> <p>Except for leave granted for a purpose specified below, leave must be without pay.</p> <p>The Chief Executive may grant leave with pay for an employee to give evidence:</p> <ul style="list-style-type: none"> • on behalf of a Territory, a State or the Commonwealth; • on behalf of an authority established by or under a law of a Territory, a State or the Commonwealth; • in a judicial review or administrative review

			<p>proceeding where the matter being reviewed relates to the work of the employee;</p> <ul style="list-style-type: none"> • before a Royal Commission appointed under a law of the Commonwealth; • before a person conducting an inquiry under a law of a Territory, a State or the Commonwealth; or • before a person or authority exercising arbitral functions under a law of a Territory, a State or the Commonwealth. <p>An employee is entitled to retain any amounts received by way of witnesses' expenses.</p> <p>An employee who is granted leave with pay under this section who is required to travel to give evidence, is entitled to be reimbursed for reasonable travel expenses in accordance with Part 7.1 of the PSM Standards, on the same basis as if the employee had travelled in the course of the employee's duties. The total amount paid to the employee must be reduced by any amount received as witnesses' expenses.</p>
Religious leave	Without	No	<p>The Chief Executive may grant leave to an employee to attend a ceremony integral to the practice of the employee's religious faith. To be eligible for religious leave, the employee must be an adherent to the particular religious faith and be a practising member of that religious faith.</p> <p>Religious leave is only available for ceremonies that are of significant importance to the particular faith and are generally observed by the entire faith. Religious leave is not available for ceremonies that are only of significance to the individual member of the particular religious faith.</p> <p>The employee should notify the employee's manager in advance of the particular ceremonies that the employee wishes to attend. Religious leave does not count as service for any purpose.</p> <p>The maximum period of leave that may be granted to an employee under this Section is ten days in two-year period.</p>
Organ donation leave	With	Yes	<p>The Chief Executive may grant leave to an employee to enable the employee to donate an organ.</p> <p>The maximum period of leave that may be granted to an employee under this Section is three months in a twelve month period.</p> <p>A period of leave granted to an employee under this Section counts as service for all purposes.</p>
Blood Donation Leave	With	Yes	<p>The Chief Executive may grant leave with pay to an employee to enable the employee to donate blood.</p> <p>Any period of leave granted under this section will be for the time necessary to attend to give blood, including travel and reasonable recovery time.</p> <p>A period of leave granted to an employee under this Section counts as service for all purposes.</p>
Aboriginal and Torres Strait Islander Organisation	With/ Without	Yes	<p>Paid Leave will be granted for attendance to represent Aboriginal and Torres Strait Islander interests at ACT peak-body Aboriginal and Torres Strait Islander representative meetings where the</p>

<p>Leave</p>		<p>employee is an elected representative. Such leave is separate from, and additional to personal leave.</p> <p>Employees granted Aboriginal and Torres Strait Islander Organisation leave will not accept any fee for attendance at the meeting, otherwise leave of absence will be granted without pay. Reimbursement of out-of-pocket expenses may be accepted.</p> <p>When claiming Aboriginal and Torres Strait Islander Organisation leave the employee will provide evidence of attendance at the meeting and details of any payment received.</p>
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DICTIONARY

ACC means the Agency Consultative Committee established under clause 100 of this Agreement.

Accrued Day Off (ADO) means a period of bankable leave that an employee is able to access as a result of increasing the employee's daily hours of work from 7hrs thirty-six minutes to eight hours.

ACTPS means the Service established by section 12 of the PSM Act.

Agency means the administrative unit known as Planning and Land Authority.

Agreement means the Planning and Land Authority Union Collective Agreement 2007-2010 and includes all Annexes and Schedules.

AIRC means the Australian Industrial Relations Commission.

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

Casual Employee means a person engaged by the Agency under section 110 of the PSM Act to perform work for a short period on an irregular or non-systematic basis.

Chief Executive means a person engaged under sections 28 or 30 of the PSM Act, as the Chief Executive of the Agency.

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 employee representatives. It means more than a mere exchange of information. For consultation to be effective the participants must be contributing to the decision-making process not only in appearance but in fact.

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

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

Employee means (unless there is a clear intention in this Agreement to restrict the meaning) an officer or a casual employee or a temporary employee who is employed or engaged in the Agency in a classification set out in Annex A, except for:

- (a) employees engaged as Chief Executives under sections 28 or 30 of the PSM Act, or Executives engaged under Sections 72 or 76 of the PSM Act; and

- (b) employees who are parties to an Australian Workplace Agreement (AWA) in respect of employment with the Agency, whether made before, on or after the nominal date of this Agreement and whether or not the AWA has passed its nominal expiry date.

Employee representative means a person chosen by an employee, or a group of employees, to represent the employee(s), and includes a delegate or official of the union, a friend, a colleague or an employee member of a workplace consultative forum established under this Agreement.

Immediate family means a person who is:

- (a) A domestic partner (including a former domestic partner); or
- (b) A child or an adult child (including an adopted child, a step child or an ex nuptial 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.

Long-term temporary employee means an employee engaged under Division 5.7 of the PSM Act for a period of greater than twelve months

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 section 251 of the PSM Act as varied.

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

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

Short-term temporary employee means an employee engaged under Division 5.7 of the PSM Act for a period of less than twelve months.

SBU (Single Bargaining Unit) for the purposes of this Agreement consists of the following unions:

- (a) Australian Liquor Hospitality and Miscellaneous Workers Union;

- (b) Australian Manufacturing Workers' Union;
- (c) Association of Professional Engineers, Scientists and Managers Australia;
- (d) Australian Services Union;
- (e) Australian Workers' Union;
- (f) Communication, Electrical and Plumbing Union;
- (g) Construction Forestry Mining and Energy Union;
- (h) Community and Public Sector Union;
- (i) Health Services Union of Australia;
- (j) Media, Entertainment and Arts Alliance;
- (k) National Union of Workers; and
- (l) Transport Workers Union.

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 Agency under the PSM Act for a specific period of time or for a specified task under Division 5.7 of the PSM Act, excluding employees engaged as Chief Executives or Executives under sections 28, 30, 72 and 76 of the PSM Act.

Union(s) means a union(s) party to this Agreement.

WR Act means the Workplace Relations Act 1996, as varied.

SIGNATORY PAGES