



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Australian Capital Territory
(AG2021/9007)

ACT PUBLIC SECTOR CANBERRA INSTITUTE OF TECHNOLOGY (TEACHING STAFF) ENTERPRISE AGREEMENT 2021 - 2022

State and Territory government administration

DEPUTY PRESIDENT DEAN

CANBERRA, 11 JANUARY 2022

*Application for approval of the ACT Public Sector Canberra Institute of Technology
(Teaching Staff) Enterprise Agreement 2021 – 2022.*

[1] An application has been made for approval of an enterprise agreement known as the *ACT Public Sector Canberra Institute of Technology (Teaching Staff) Enterprise Agreement 2021 - 2022* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Australian Capital Territory. The Agreement is a single enterprise agreement.

[2] I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[3] The Australian Education Union, being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 18 January 2022. The nominal expiry date of the Agreement is 31 October 2022.

The signature of the Deputy President is written in cursive to the left of the official seal. The seal is circular and contains the text 'THE SEAL OF THE FAIR WORK COMMISSION' around the perimeter. In the center of the seal is the Australian coat of arms, featuring a kangaroo and an emu flanking a shield with a seven-pointed star above it, and a banner with the word 'AUSTRALIA' below.

DEPUTY PRESIDENT

[2022] FWCA 65

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**ACT PUBLIC SECTOR
CANBERRA INSTITUTE OF TECHNOLOGY
(TEACHING STAFF)
ENTERPRISE AGREEMENT
2021 – 2022**

TRAINING CBR'S *BEST*

**Canberra Institute
of Technology**

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This Agreement has been developed as a result of negotiations between Canberra Institute of Technology, the Australian Education Union and employee representatives. All clauses and annexes within have origins ranging from a number of sources. These sources are identified throughout this Agreement against each clause according to the following key:

- | | |
|-------------|---|
| [no symbol] | denotes the clause has been drawn unamended from the ACT Public Service Common Terms and Conditions for 2021-2022 (CTC), which provides centrally negotiated employment conditions for all ACT Public Sector Enterprise Agreements. |
| * | denotes the clause is from the CTC but contains one or more additional subclauses or amendments resulting from CIT specific requirements. |
| # | denotes the clause is a CIT specific clause, locally negotiated between CIT and employee representatives. Clauses may be new to this Agreement, revised from past Agreements or retained unamended from previous Agreements. |

Note: Where an amendment has been made to the CTC at a subclause or paragraph level the effected subclauses or paragraphs are individually tagged with “#”.

DICTIONARY

ACTPS means the public sector established by the PSM Act.

Agreement means ACT Public Sector Canberra Institute of Technology (Teaching Staff) Enterprise Agreement 2021-2022 and includes all Annexes and attachments.

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

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

Business Day means any day of the week that is a Monday to Friday, which is not a Public Holiday.

Business/Work Unit means any particular work unit in the ACTPS; e.g. a section, branch, division, project team, administrative unit, or team. For CIT this may include a college, division, department or team.

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

Casual Employee means a person engaged by CIT under the PSM Act to perform work for a short period on an irregular or non-systematic basis, except where subclause 15.2 is applicable.

Chief Executive means a person appointed under the *Financial Management Act 1996* to undertake the function of Chief Executive Officer at CIT.

Child includes children in the case of multiple births.

CIT means the Canberra Institute of Technology.

CITCC means the CIT Consultative Committee established under clause 103 of this Agreement.

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

Count as Service for all purposes means also the provision of employer superannuation contributions to the extent of an employee's superannuation fund rules.

Directorate means an administrative unit so named or other government agency within the meaning of the PSM Act.

Daylight Equivalent (DE) means, in accordance with the provisions of clause 19 (Hours and Attendance), the allocation of one and a quarter hours for each hour worked as part of the annual teaching load after 5.30p.m. on weekdays; the allocation of one and a half hours for each hour worked as part of the annual teaching load worked on Saturday, and the allocation of one and three quarter hours for each hour worked as part of the annual teaching load worked on Sunday.

Delegate means the Chief Executive or the person authorised by the Chief Executive to perform specific functions under this Agreement.

Direct Teaching means training activity associated directly with a student's learning as outlined in clause 20 (Direct Teaching and Coordination).

Director means a person employed at the Manager Education – Level 2 classification with responsibility for the efficient management of a teaching college. A Director may, under the organisational structure in place at the commencement of this Agreement, operate with a second director to jointly manage a teaching college.

Directorate means an ACTPS administrative unit so named.

Disability means a permanent or ongoing physical or psychological disability attributable to one or more intellectual, cognitive, neurological, sensory or physical impairments or to one or more impairments attributable to a psychiatric condition.

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.

EDS designated position means a position at a Teacher Level 1 or 2, or Manager Education – Level 1 classification that has been designated as an Educational Development and Support position in line with clause 42 (Designation of Educational Development and Support (EDS) Positions) of this Agreement.

Eligible Casual Employee, for the purposes of clause 88 (Special Birth Leave), clause 90 (Parental Leave), and Section H (Workplace Values and Behaviour) only, means:

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

Employee means (unless there is a clear intention in this Agreement to restrict the meaning) a casual, temporary, or permanent employee (an officer) engaged under the PSM Act by CIT in a classification set out in Annex A.

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

Family Violence is as defined under the *Family Violence Act (ACT) 2016*.

FW Act means the *Fair Work Act 2009*.

FWC means Fair Work Commission.

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

Head of Department means a person employed at the Manager Education – Level 1 classification who is responsible for managing staff and other resources associated with a department.

Head of Service means a person engaged under section 31(1) of the PSM Act as the Head of Service.

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

Immediate Family means a person who is:

- (a) a domestic partner (including a former domestic partner); or
- (b) a child or an adult child, parent, grandparent, grandchild or sibling of the employee or domestic partner of the employee; or
- (c) a person related to the employee by Aboriginal and/or Torres Strait Islander kinship structures; or
- (d) a child who is the subject of a permanent caring arrangement; or
- (e) an adopted child.

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

Industrial Democracy means that CIT employees have the opportunity to influence decisions affecting their work, their working environment and processes. It is about establishing a climate for problem-solving and decision-making through open and timely communication, access to information and collaborative strategies.

Long-term Temporary means a person who is engaged under the PSM Act for a period of 12 months or more.

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

Manager Education - Level 1 means the first management level classification for a CIT employee, as provided at Annex A (Classifications and Rates of Pay), with base-level functions provided at Annex E (Work Level Standards). Positions at this classification are locally titled Head of Department.

Manager Education - Level 2 means the top management level classification for a CIT employee, as provided at Annex A (Classifications and Rates of Pay), with base-level functions provided at Annex E (Work Level Standards). Positions at this classification are locally titled Director.

Miscarriage is as defined under the Fair Work Act 2009 (Cth).

National Employment Standards means Part 2-2 of the Fair Work Act 2009 (Cth), as amended from time to time.

Officer means a person who is appointed as an officer under Division 5.3 or Division 5.8 of the PSM Act. Note: permanent employees are officers.

Permanent Caring Responsibility means an out of home care placement for a child until the child turns eighteen as defined by the *Children and Young People Act 2008*.

Primary Care Giver is a person who is the primary carer of a child in the person's reference period if the child is in the person's care in that period and the person meets the child's physical needs more than anyone else in that period.

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

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

Public Sector Standards Commissioner means a person appointed under section 142 of the PSM Act.

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

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

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

Short Term Care means an out of home care placement for a child of up to two years duration as defined by the *Children and Young People Act 2008*.

Short-term Temporary Employee means an employee engaged under the PSM Act for a period of less than 12 months.

Stillbirth is as defined under the Fair Work Act 2009 (Cth).

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

Supervisor means a person who has direct supervisory responsibility for one or more employees within CIT.

Teacher Level 1 means the first classification level for a CIT employee, as provided at Annex A (Classifications and Rates of Pay), with base-level functions provided at Annex E (Work Level Standards).

Teacher Level 2 means the second classification level for a CIT employee, as provided at Annex A (Classifications and Rates of Pay), with base-level functions provided at Annex E (Work Level Standards).

Temporary Employee means a person engaged by CIT under the PSM Act (section 110) for a fixed-term period of less than 12 months (short-term), or a term not exceeding five years (long-term).

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

Section A: Scope of Agreement

1. Title

- 1.1 This Agreement, made under section 172 of the Fair Work Act 2009, will be known as the ACT Public Sector Canberra Institute of Technology (Teaching Staff) Enterprise Agreement 2021 - 2022.

2. Main Purpose

- 2.1 The main purpose of this Agreement is to provide for common terms and conditions that apply across the ACT Public Sector (ACTPS) and terms and conditions that reflect the particular operational and business requirements of the Canberra Institute of Technology (CIT).
- 2.2 The further purpose of this Agreement is to provide a fast-tracked interim Agreement for a period of 12 months in recognition of the added burdens imposed on the ACT Public Sector workforce as a consequence of the Covid pandemic. The Agreement provides a mechanism for continuing existing terms and conditions while providing for further wage increases during the 12 month period.

Retaining our people

- 2.3 In order to promote permanent employment and job security for employees in the ACTPS, CIT will endeavour to minimise the use of temporary and casual employment. CIT agrees to the use of temporary employees only where there is no employee available in CIT with the expertise, skills or qualifications required for the duties to be performed or the assistance of a temporary nature is required by CIT for the performance of urgent or specialised work within CIT and it is not practical in the circumstances to use the services of an existing employee.

- 2.4 In respect of casual employment, a conversion to full time or part time permanent employment will be considered in accordance with the ACT Government's secure workforce conversion process where: regular and systematic patterns of work have existed in the 6 month period prior to the employee's 12 month anniversary, and where there is a reasonable expectation that such arrangements can continue, on a part time or full time permanent basis without significant changes.

Note: This is addition to the FW Act right to request conversion.

- 2.5 CIT will continue to consult with the union and employees on the development of strategies and initiatives that may assist in the successful recruitment and retention of mature age employees. Such strategies and initiatives will be the subject of discussion and agreement between the employee and the chief executive.

- 2.6 These strategies and initiatives may include:

- 2.6.1 developing flexible working arrangements, such as variable employment, part-year employment, job sharing and purchased leave;
- 2.6.2 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;
- 2.6.3 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;
- 2.6.4 arranging training to assist the employee in any changing roles the employee may have as part of the employee's phased retirement;
- 2.6.5 developing arrangements to facilitate the return of former mature age employees, including by engaging such persons in CIT for a short period in a mentoring capacity;
- 2.6.6 at the discretion of the Chief Executive, contributing to the cost to an employee of financial advice received as part of planning for a phased retirement period.

Attracting future employees

- 2.7 CIT will consult with the union through the CIT Consultative Committee (CITCC) to develop strategies to assist 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.

Developing our people

- 2.8 CIT will consult and agree with the union on the development and finalisation of Learning and Development Plans and on the annual key CIT learning and development priorities. CIT and the union will also agree on the equitable use of resources to address these priorities and strategies appropriate for the different categories of employees. For the purposes of this clause, "resources" includes but is not limited to employees, time, funding (where required) and equipment.
- 2.9 This Agreement supports a performance culture within the ACT Public Service that promotes ethical workplace conduct and rewards employees for their contribution towards the achievement of CIT's objectives.
- 2.10 It is acknowledged that performance management is important to employee development and to ensuring the relationship between corporate, team and

individual responsibilities are aligned to individual, team and organisational objectives.

- 2.11 Any performance management schemes in CIT will not include performance pay and will not be used for disciplinary purposes.

Recognising our people

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

Ensuring fairness

- 2.14 CIT recognises and encourages the contribution that people with diverse backgrounds, experiences and skills can make to the workplace. CIT aims to ensure that this diversity is able to contribute to effective decision making and delivery of client service.
- 2.15 CIT will work with employees to prevent and eliminate discrimination on the basis of sex, sexuality, gender identity, relationship status, status as a parent or carer, pregnancy, breastfeeding, race, religious or political conviction, disability, industrial activity, age, profession, trade, occupation or calling, association, or a spent conviction, in accordance with the *Discrimination Act 1991*.

Achieving a better work and life balance

- 2.16 CIT is committed to providing employees with a work/life balance that recognises the family and other personal commitments of employees.
- 2.17 The ACTPS acknowledges the commitment and responsibilities that Aboriginal and Torres Strait Islander employees have to their community, and that Aboriginal or Torres Strait Islander identity is not left at the door when entering the workplace. The ACTPS recognises that Aboriginal and Torres Strait Islander employees have the capacity to make a unique and important contribution and bring a strength to the operations of the Australian Capital Territory and Public Sector.
- 2.18 This Enterprise Agreement provides a number of entitlements specific to Aboriginal and Torres Strait Islander employees in recognition of their community and cultural responsibilities, and in this statement expressly recognises the roles that Aboriginal and Torres Strait Islander employees may be required to undertake as part of their community. Involvement in community is an on-going function for Aboriginal and Torres Strait Islander peoples and is not tied to 'office hours'.

- 2.19 It is recognised that commitment to community can result in expectations being placed on Aboriginal and Torres Strait Islander employees that may not be expected of other employees, and that Aboriginal and Torres Strait Islander employees may be culturally bound to the performance of specific functions for their community. It is also recognised that Aboriginal and Torres Strait Islander employees may be impacted in their lives by a variety and accumulation of cultural factors.
- 2.20 Within and subject to operational requirements, supervisors and managers should seek to work with Aboriginal and Torres Strait Islander employees to support utilising the appropriate entitlements contained in this agreement and achieve an appropriate balance between cultural and community responsibilities, and workplace duties.

Promoting a healthy and safe working environment

- 2.21 CIT is committed to promoting, achieving and maintaining the highest levels of health and safety for all employees.
- 2.22 CIT will take all reasonable steps and precautions to provide a healthy, safe and secure workplace for the employee. CIT and all employees will act in a manner that is consistent with the *Work Health and Safety Act 2011* (WHS Act).
- 2.23 Further, given the clear evidence of the benefits and cost effectiveness of workplace health initiatives for both employers and employees, CIT will develop health and wellbeing policies and programs that promote healthy lifestyles and help maintain a high standard of physical and mental health, along with supporting individual workplace safety and general wellbeing. Such policies and programs may include:
- 2.23.1 organisational/environmental policies and programs;
 - 2.23.2 awareness, training and education programs that promote healthy lifestyles, assist employees to identify and reduce risk factors; and
 - 2.23.3 traditional and non-traditional physical activity programs.

3. Application and Coverage

- 3.1 This Agreement applies to and covers all of the following:
- 3.1.1** the Chief Executive of Canberra Institute of Technology (CIT) on behalf of the Australian Capital Territory
 - 3.1.2** persons engaged by the Chief Executive of CIT under the *Public Sector Management Act 1994* (PSM Act) at any time when the Agreement is in operation in one of the classifications listed at Annex A

3.2 Subject to the Fair Work Commission (FWC) noting such in its decision to approve this Agreement, this Agreement covers:

3.2.1 # the Australian Education Union – ACT Branch (AEU)

4. Commencement and Duration*

4.1 This Agreement will commence operation seven days after it is approved by FWC.

4.2 The nominal expiry date of this Agreement is 31 October 2022.

4.3 # CIT, employee representatives and the union will commence discussions on the matters of relevance to a replacement Agreement no later than six months prior to the nominal expiry date of this enterprise agreement.

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

5. Operation of the Agreement*

5.1 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.

5.2 Applicable legislation includes:

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

5.2.2 Public Sector Management Act 1994 (ACT) (PSM Act)

5.2.3 Public Sector Management Standards (PSM Standards)

5.2.4 Financial Management Act 1996 (ACT) (FM Act)

5.2.5 Work Health and Safety Act 2011 (ACT) (WHS Act)

5.2.6 *Holidays Act 1958* (ACT) (Holidays Act)

5.2.7 Territory Records Act 2002 (ACT) (TR Act)

5.2.8 Safety, Rehabilitation and Compensation Act 1988 (Cth) (SRC Act)

5.2.9 Superannuation Guarantee(Administration) Act 1992 (Cth)

5.2.10 Integrity Commission Act 2018 (ACT) (IC Act)

5.2.11 Public Interest Disclosure Act 2012 (ACT) (PID Act)

5.2.12 Labour Hire Licensing Act (ACT) 2020 (LHL Act)

5.2.13 # # Canberra Institute of Technology Act 1987 (ACT) (CIT Act)

- 5.3 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. This clause does not limit the rights to vary an agreement under the Fair Work Act (2009).
- 5.4 This Agreement will be read and interpreted in conjunction with the NES. Where there is inconsistency between this Agreement and the NES, and the NES provides greater benefit, the NES provision will apply to the extent of the inconsistency.
- 5.5 This Agreement prevails over ACT legislation, including the PSM Act and the PSM Standards and relevant policy statements and guidelines to the extent of any inconsistency.
- 5.6 To the extent of any inconsistency between provisions identified as CIT-specific conditions and those of ACTPS Common terms and condition, the former will prevail.

6. **Authority of 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 CIT or the ACTPS, 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 In this Agreement reference to the Chief Executive may be taken to mean delegate where the Chief Executive has delegated the particular power or function under subclause 6.1.

7. **Authority of the Public Sector Standards Commissioner**

- 7.1 Where the Public Sector Standards Commissioner has express powers under this Agreement, only the Public Sector Standards Commissioner may delegate, in writing, those powers to another person or position within the ACTPS, subject to directions, except for this power of delegation.
- 7.2 This does not limit the power of the Public Sector Standards Commissioner to authorise a person to act for and on behalf of the Public Sector Standards Commissioner.
- 7.3 Where the Public Sector Standards Commissioner is conducting investigations by reference to section 144(1)(a)(i) of the PSM Act about a matter declared by the Chief Minister in the way prescribed, the Public Sector Standards Commissioner is not limited to or bound by the investigation procedures contained in clauses 120 and 121 of this Agreement.

8. Flexibility Term*

- 8.1 The Chief Executive and an individual employee may agree to vary the application of certain provisions of this Agreement to meet the particular needs of CIT and of the individual employee (an individual flexibility arrangement).
- 8.2 The provisions of this Agreement that the Chief Executive and an individual employee may agree to vary through an individual flexibility arrangement are:
- 8.2.1 vacation childcare subsidy (subclause 70);
 - 8.2.2 family care costs (subclause 71); and
 - 8.2.3 # Scheduling of Meetings and Other Activities (subclause 69),
- 8.3 The Chief Executive must ensure that the terms of the individual flexibility arrangement:
- 8.3.1 are about matters that would be permitted if the arrangement were an enterprise agreement;
 - 8.3.2 does not include a term that would be an unlawful term if the arrangement were an enterprise agreement; and
 - 8.3.3 will result in the employee being better off overall than the employee would have been if no individual flexibility arrangement were agreed to.
- 8.4 The Chief Executive must ensure that the individual flexibility arrangement:
- 8.4.1 identifies the clause identified at subclause 8.2 of this Agreement that the Chief Executive and the employee have agreed to vary;
 - 8.4.2 sets out details of how the arrangement will vary the effect of the clause;
 - 8.4.3 includes details of how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - 8.4.4 states the day the arrangement commences.
- 8.5 An individual flexibility arrangement made under this clause must be genuinely agreed to by the Chief Executive and the individual employee.
- 8.6 Except as provided in paragraph 8.7.2, an individual flexibility arrangement made under this clause must not include a provision that requires the individual flexibility arrangement to be approved, or consented to, by another person.
- 8.7 The Chief Executive must ensure that an individual flexibility arrangement made under this clause must be in writing and signed:

- 8.7.1 in all cases - by the employee and the Chief Executive; and
- 8.7.2 if the employee is under eighteen – by a parent or guardian of the employee.
- 8.8 The Chief Executive must give the employee a copy of an individual flexibility arrangement made under this clause within fourteen days after it is agreed to.
- 8.9 The Chief Executive or the employee may terminate the individual flexibility arrangement:
 - 8.9.1 by giving written notice of no more than twenty eight days to the other party to the arrangement; or
 - 8.9.2 if the Chief Executive and the employee agree in writing – at any time.
- 8.10 The right to make an individual flexibility arrangement under this clause is in addition to, and is not intended to otherwise affect, the right of the Chief Executive and an individual employee to make an agreement under any other provision of this Agreement.

9. **Work Organisation**

- 9.1 An employee agrees to carry out all lawful and reasonable directions of the Chief Executive according to the requirements of the work and the employee’s skill, experience and competence, in accordance with this Agreement, and without deskilling the employee.
- 9.2 An employee will not, unless this is done in the course of the employee’s duties or as required by law or by CIT, use or disclose to any person any confidential information about CIT’s business that becomes known to the employee during the employee’s employment.
- 9.3 CIT will not reveal to any person any medical, financial or personal details of the employee that CIT may have obtained, except with the permission of the employee or where CIT is under a legal obligation to do so.
- 9.4 Subject to subclauses 9.5 to 9.8 and limited to new employees of the ACTPS whose employment with the ACTPS commences on or after the commencement of this Agreement (new employee), the ACTPS will provide details of the new employee’s employment to the relevant Union(s) (irrespective of whether the employee has elected to become a member of the Union).
- 9.5 The details of the new employee’s employment which the ACTPS may provide to a relevant Union is limited to the new employee’s first name and surname, the ACT Government contact information for the new employee (email address and contact phone number), and the position at CIT in which the new employee is

engaged. The ACTPS will not provide the information to the Union(s) until at least twenty-one (21) days after the new employee has commenced employment.

9.6 Subclause 9.4 does not apply if the Chief Executive has received written notification from the new employee, either prior to their commencement of employment, or within fourteen (14) days after their commencement, that he or she does not consent to the information specified in subclause 9.5 being shared with the relevant Union(s).

9.7 Each of the Unions referred to in subclause 3.2 who wish to receive the information referred to in subclause 9.5 must advise the ACTPS of the classifications covered by this Agreement which, in accordance with its rules, the Union is entitled to represent. Upon receipt of that advice from the Unions, the ACTPS will compile a schedule and provide it to the Unions (Union Representation Schedule).

9.8 The ACTPS will only provide new employee information to the relevant Union(s) under subclause 9.4 in accordance with the Union Representation Schedule and will do so on a monthly basis.

10. **Termination of Agreement**

10.1 CIT and the union covered by this Agreement agree that the maintenance of, and adherence to, agreed terms and conditions of employment is a key component of good workplace relations and a dispute free workplace. They therefore agree that they will not exercise their right to terminate this Agreement under the FW Act.

Section B: Employment at Canberra Institute of Technology

11. Types of Employment*

- 11.1 An employee will be engaged under the PSM Act in one of the following categories:
- 11.1.1 Permanent employment on a full-time or permanent part-time basis, including appointment with or without probation; or
 - 11.1.2 # Short term *temporary* employment for a period not exceeding twelve months on a full-time or part-time basis, engaged for a specified period of time or for a specified task or as an apprentice, trainee; or cadet; or
 - 11.1.3 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, seasonal employee, trainee, or cadet; or
 - 11.1.4 Casual employment.

12. Selection Committees#

- 12.1 A selection committee will be formed following the advertising of a vacancy. The selection committee may take the form of either a Selection Advisory Committee (SAC) or a Joint Selection Committee (JSC) for Teacher Level 1 vacancies; for all other vacancies at the level of Teacher Level 2 or higher, the selection committee will comprise a Joint Selection Committee (JSC).
- 12.2 The Chief Executive will not convene a selection committee except as prescribed by this Agreement.
- 12.3 A selection committee must make a recommendation based on the principles of merit as set out in the PSM Act and Standards.

Selection Advisory Committee

- 12.4 Where a Selection Advisory Committee has been nominated by the Chief Executive for a vacancy at Teacher Level 1 it should normally comprise three members.
- 12.5 A Selection Advisory Committee will be chaired by the representative nominated as the Chairperson by the Chief Executive.

Joint Selection Committee

- 12.6 A Joint Selection Committee will be constituted by:

- 12.6.1 a convenor nominated by the Chief Executive, or Delegate;
 - 12.6.2 a person nominated by the Chief Executive, or Delegate; and
 - 12.6.3 a nominee from a list of nominees supplied by the union from which CIT will select a member.
- 12.7 Where a union nominee is not available to form a Joint Selection Committee, or forming a Joint Selection Committee will unreasonably delay a recruitment process, the Chief Executive may substitute an individual of his/her own choosing.

13. Probation*

- 13.1 # Where an employee is appointed on probation under the PSM Act (s70), the period of probation will ordinarily be no more than 12 months.
- 13.2 The Chief Executive will, at the time an employee is appointed on probation, inform the employee in writing of the period of probation and the criteria and objectives to be met for the appointment to be confirmed.
- 13.3 Probation will provide a supportive process for the employee during which mutual evaluation and decisions about permanent appointment can be made.
- 13.4 # An employee's performance must be formally assessed at appropriate and reasonable points of the probationary period. The Chief Executive must provide the employee with a copy of assessment reports and the employee must be provided with an opportunity to respond within 7 business days.
- 13.5 # A manager's formal assessments of an employee's performance will evaluate the employee's:
 - 13.5.1 diligence;
 - 13.5.2 efficiency;
 - 13.5.3 conduct; and
 - 13.5.4 professional/on-the-job performance.
- 13.6 # Identity, medical and police checks will be used as evidence of a 'fit and proper person', which will also be considered by the manager.
- 13.7 If the period of probation is extended in accordance with the PSM Act (s71B), the Chief Executive will inform the officer in writing of the period of the extension, the reasons for the extension, and what the employee must do by the end of the period of extension for their permanent appointment to be confirmed.
- 13.8 A period of extension will not be longer than six months unless it is for extraordinary circumstances and has been approved by the Chief Executive.

- 13.9 If an assessment warrants the manager or supervisor's recommendation that the Chief Executive terminate the employee's employment, that recommendation must be included in the assessment report.
- 13.9.1 Where an employee's employment is to be terminated at the initiative of the chief executive, the employee must be given at least 14 days written notice in accordance with section 70(5) of the PSM Act.
- 13.10 A decision of the Chief Executive to accept the recommendation to terminate the appointment of an employee on probation is excluded from the internal review procedures (Section I: Internal Review Procedures) and appeal mechanisms (Section J: Appeal Mechanism) of this Agreement.
- 13.10.1 To avoid doubt, an employee on probation is able to seek a review of the employee's probation under the Internal Review Procedures (Section I: Internal Review Procedures), except in relation to a decision to terminate the employee's employment.
- 13.11 # Temporary employees employed on a contract of more than 12 months will be required to undertake a performance assessment similar to that observed for probation as outlined in the CIT Beginning Teachers' Assessment Handbook and its amendments. The outcomes of this process will be taken into account when considering the possibility of appointment without probation.

14. **Sessional (Temporary/Fixed-term) Employment Arrangements[#]**

- 14.1 Employees engaged under a sessional employment arrangement will be engaged under contract to perform activities defined by subclause 20.1 and, as generally completed outside the required direct teaching hours, the performance of the following duties, specifically related to direct teaching activities and the students involved:
- 14.1.1 The preparation of teaching materials/courses;
- 14.1.2 The marking of assessment items outside of delivery times;
- 14.1.3 Travel time between work sites; and
- 14.1.4 Student related administrative tasks (e.g. Student enquiries, recording results in Banner etc.) for students taught by the sessional employee.
- 14.2 Notwithstanding part-time pro-rata arrangements relating to teaching hours, or the 24-hour limit provided at subclause 22.5, a sessional employee engaged for direct teaching hours will be contracted with an additional 30 minutes for each hour of teaching to perform the associated tasks defined above.

- 14.2.1 A sessional employee may do a maximum of 24.5 teaching hours per week (in line with the maximum annual teaching load defined at clause 19) to complete their attendance requirement of 36.75 hours.
- 14.3 Sessional employees will be entitled to all salary and conditions of service consistent with those of a fixed-term temporary employee, except that:
- 14.3.1 Sessional employees have a contract that identifies periods where they are on unpaid stand down;
- 14.3.2 Unpaid stand down will not count as service for personal and annual leave but will not break continuity of service for any purpose;
- 14.3.3 Unpaid stand down will occur during periods normally associated with non-teaching periods; and
- 14.3.4 Sessional employees will not be entitled to paid non-attendance.
- 14.4 Sessional employees who have been employed over four consecutive semesters with an average of 8 hours or more per teaching week may request CIT appropriately advertise the position as either a permanent position, or temporary employment position of at least 24 months.
- 14.4.1 CIT must action the employee's request subject to operational constraints.
- 14.4.2 The selection process associated with this subclause will be in accordance with normal merit-based recruitment processes.
- 15. Casual Employment Arrangements[#]**
- 15.1 It is acknowledged that there may be circumstances where CIT 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 required.
- 15.2 It is further acknowledged that due to the nature of Vocational Education and Training (VET) and the requirement for classes to be scheduled in advance, casual employees engaged to cover classes on a short-term basis will be provided a level of system and regularity.
- 15.3 Where any proposed employment arrangements will involve a regular and systematic pattern of work and there is a reasonable expectation that such arrangements will continue longer term, the authorised delegate will offer employment on a basis other than casual employment. This includes engagement on a permanent or temporary (including sessional) basis.
- 15.3.1 For the purposes of this clause only, regular and systematic patterns of work on a longer term will be taken to include any work in excess

- of eight hours per week that is reasonably expected to continue or be scheduled beyond four week's duration.
- 15.3.2 Successive engagements beyond four weeks of over eight hours each week will only be allowable where the continuation is approved by the Chief Executive.
- 15.4 Any person seeking to be employed as a casual employee must apply annually for placement on the temporary employment register, available on the ACT Government jobs website. An order of merit will be determined by the CIT delegate. Applications received throughout the year will be assessed and ranked against the existing order of merit for applications.
- 15.5 A current casual employee who has been employed consecutively for a sufficient period of time may request the employer to appropriately advertise the position as either a permanent or temporary position of at least 24 months.
- 15.5.1 For the purpose of subclause 15.5 only, a sufficient period of time means employment over four consecutive semesters with no less than 144 hours during each individual semester. This may be achieved either totally through casual employment or through a combination of casual and temporary employment (including Sessional).
- 15.5.2 Subclause 15.5 will be applied retrospectively.
- 15.5.3 The employer must action the employee's request subject to operational constraints.
- 15.5.4 The selection process associated with this subclause will be in accordance with normal merit-based recruitment processes.
- 15.6 The position referred to in subclause 15.5 will be created at least to the fraction of employment which equates to the average load the casual employee had worked over the four semesters. However, a different fraction may be agreed between the successful applicant and CIT, except that in no case may the employment exceed normal full-time hours.
- 15.7 Where an employee has been employed as a casual employee for longer than four semesters their most recent four semesters of service will count for the purposes of this clause.
- 15.8 An unpaid break of up to 63 weeks may be taken by casual employees for the following purposes:
- 15.8.1 caring for a newborn, adopted or fostered child or a child placed in accordance with a care and protection order;
- 15.8.2 study approved by CIT;

15.8.3 personal illness/injury or caring for a member of their immediate family or household;

15.8.4 accompanying a spouse interstate or overseas;

15.8.5 any other reason approved by CIT;

and will neither be counted as part of the four semesters required under subclause 15.5, nor affect the continuity of that four semester period.

15.9 No action is permitted to be taken which will unfairly circumvent the operation of this clause.

15.10 Casual employees are not entitled to any paid leave (excluding Long Service Leave) including annual leave, compassionate leave, personal, maternity or carer's leave. The casual payment rates prescribed in clause 51 (Casual Rates of Pay) include a component to compensate casual employees for this and for the casual nature of the employment.

15.11 Related conditions for casual employment are also contained in the following clauses:

Clause 51 (Casual Rates of Pay); and

Clause 52 (Casual Payment for Scheduled Classes).

16. **Taskforce on Insecure Work and Outsourcing**

16.1 The ACTPS is committed to promoting permanent employment and job security for employees within the ACTPS.

16.2 For the purposes of giving effect to this commitment, which is further outlined in this Agreement, including at subclauses 2.2 and 2.3, a Joint Union and ACT Government secure workforce conversion process has been established by the ACT Government. The secure workforce conversion process delivers important outcomes regarding secure work for temporary and casual employees.

16.3 Where the secure workforce conversion process has made a recommendation to the Chief Executive that a position or group of positions, or an employee with temporary or casual employment should be converted to permanency and the Chief Executive decides not to appoint the relevant employee(s) in accordance with subclause 16.3, the Chief Executive must provide written reasons for their decision.

17. **Notice of Termination**

17.1 Where an employee's employment is to be terminated at the initiative of the Chief Executive, other than in accordance with subclause 119.7 or Section L, the notice periods set out in the *Fair Work Act* will apply.

- 17.2 Where an employee's employment is to be terminated at the initiative of the employee, the employee will provide written notice of their resignation from CIT to the Chief Executive at least two weeks prior to the proposed date of the resignation.
- 17.3 The period of notice required in subclause 17.2 may be reduced by agreement in writing between the employee and the Chief Executive.

18. **Additional Conditions/Employment Arrangements[#]**

- 18.1 During the life of this Agreement additional conditions/employment arrangements to those contained within this Agreement may be entered into to meet the needs of CIT.
- 18.2 CIT may determine that there is a need for additional employment conditions/arrangements to meet its operational requirements, from time to time.
- 18.3 The terms and conditions are to be agreed between CIT and the union.
- 18.4 The application of the arrangements to individual employees will be CIT's decision.

19. **Hours and Attendance[#]**

- 19.1 CIT recognises the professional contribution that employees make to the delivery of educational outcomes for students.
- 19.2 The span of hours to which a CIT employee may be required to attend work will be between 8:00am and 10:00pm Monday to Friday.
- 19.2.1 An employee may work outside the span of hours (including Saturday and Sunday) where the employee and manager agree.
- 19.3 Full time employees are expected to be in attendance for 36 hours and 45 minutes of work, as a standard, over five days per week, unless alternative arrangements are agreed between the manager and the employee – e.g. under the "Home-Based Work" clause.
- 19.3.1 Remuneration packages reflect the total performance of employees' roles, not simply the hours performed in the workplace; therefore, salary payments and leave accruals/deductions will reflect the standard hours as identified above, regardless of any individual attendance arrangements that may be agreed in accordance with this clause.
- 19.3.2 The professional role and regular pattern of work of an employee includes attendance at staff meetings, faculty meetings, interviews and other required professional activities.

- 19.3.3 All duties consistent with the professional responsibility of a CIT employee (not just direct teaching) are to be performed appropriately throughout CIT's teaching weeks. In principle, all employees must have appropriate facilities provided for the performance of their duties.
- 19.3.4 Employees may agree to a manager's request to attend for less than six hours or more than eight hours per day, or work in a block or split shift pattern. Such an agreement will be in writing.
- 19.4 Workplace attendance and teaching loads for a part-time employee (including a Sessional employee) will be pro-rata based on their part-time fraction.
- 19.5 Employees are required to complete an allocated annual teaching load.
- 19.6 Annual teaching loads will be allocated according to the following:
- 19.6.1 The maximum teaching load (excluding overtime) of full-time Teacher Level 1 and Teacher Level 2 employees, and Sessional employees is **720** hours each year.
- 19.6.2 The maximum teaching load of Manager Education – Level 1 employees is **378** hours each year.
- 19.6.3 The maximum teaching load of Manager Education – Level 2 employees is **90** hours each year.
- 19.6.4 The maximum teaching load for employees in EDS designated positions is 120 hours each year.
- 19.7 The scheduling of teaching duties will be negotiated between the employee and the manager/supervisor, and will not involve the performance of annual teaching loads in fewer than 30 weeks.
- 19.7.1 Should an agreement on arrangements be unachievable, CIT may require the employee to perform teaching as directed.
- 19.7.2 Where an employee disagrees with this direction, the Dispute Avoidance/Settlement Procedures at clause 108 of this Agreement may be used to assist in resolving the matter.
- 19.8 For the purposes of calculating allocated annual teaching hours the following Daylight Equivalent provisions will apply:
- 19.8.1 All required work that may form part of the annual teaching load worked after 5.30 p.m. on weekdays will be counted as time and one quarter;
- 19.8.2 All required work that may form part of the annual teaching load worked on Saturday will be counted as time and one half; and

- 19.8.3 All required work that may form part of the annual teaching load worked on Sunday will be counted as time and three quarters.
- 19.9 Notwithstanding the provisions of this clause relating to annual teaching loads, the Chief Executive may enter into an arrangement with a group of employees to aggregate annual teaching loads under subclause 19.6. The pool of teaching hours created may then be redistributed amongst the group in accordance with a written agreement between the parties.
- 19.9.1 No employee will be required to enter into a pooling arrangement unless they have agreed to it.
- 19.9.2 Arrangements under this provision will be for a maximum of 12 months, after which a new arrangement must be agreed.
- 19.9.3 Parties to an agreement may withdraw under this clause and return to ordinary arrangements under clause 19 by providing 30 days' written notice, unless a shorter period is agreed between the parties.
- 19.9.4 Arrangements under this provision will override the normal operation of clause 22 in that hours in excess of the limits provided by this clause may only result in overtime where the hours are worked outside a pooling arrangement agreed in accordance with this subclause.
- 19.9.5 Employee paid non-attendance will not be reduced as a result of a pooling arrangement allowable under this subclause.
20. **Direct Teaching Activity and Coordination[#]**
- 20.1 Where activities performed by an employee include:
- 20.1.1 training and assessment associated with a CIT course, in a classroom setting, the field, or a workplace;
- 20.1.2 scheduled online activity that is directly attributable to the learning outcomes of CIT students; or
- 20.1.3 recognition of prior learning (RPL)
- as negotiated and scheduled in line with clause 19 (Hours and Attendance), the activity will constitute direct teaching for the purposes of this Agreement and hours spent undertaking that activity will be attributable to the employee's annual teaching load.
- 20.2 Duties other than that defined above will not be attributable to an employee's annual teaching load unless approved by the Chief Executive.
- 20.2.1 For non-teaching duties to be attributable to an employee's required annual teaching load the time spent on the task must replace actual time otherwise spent on direct teaching activity as defined above, or the manager must negotiate with the employee acceptable

arrangements to exceed the standard weekly attendance requirement.

20.3 Notwithstanding the occasional requirement to undertake non-typical tasks, employees will not be, as far as practicable, required to undertake duties that are inconsistent with the employee's role.

20.4 Employees performing teaching or student coordination tasks are entitled to negotiate with their supervisor recognition for the performance of these tasks as direct teaching activity or towards their overall working contribution.

20.4.1 Teaching coordination is the primary coordination of a program which involves the management of a number of employees, and includes, but is not limited to:

20.4.1.1 Management of assessment processes including, recognition assessment, moderation of assessment between team members, validity and relevance of assessment tasks, and the development of banks of assessment tasks; and

20.4.1.2 Responsibility for management of team-level meetings to disseminate information among employees and discuss teaching issues, ensuring all employees apply a consistent and best practice approach to delivery.

20.4.2 Student coordination is the primary coordination of tasks related to students within a college/division or department and includes but is not limited to:

20.4.2.1 Coordinating and conducting information sessions for potential students, pre-enrolment assessment of students, and subsequent enrolment processes ensuring the availability and accessibility of student information and advice.

20.4.2.2 Convening of student advisory committees and groups, and the organisation of student events, excursions, visits, fieldwork, and work experience placements.

20.4.2.3 Assist with the coordination of promotional activities and participate in liaison with other teaching college/divisions and departments in CIT including the representation of program areas on committees and working groups as appropriate.

20.4.2.4 Actively participate in the provision of pastoral care to students and in particular international students,

including assisting in the monitoring of attendance, roll books and progress.

20.4.2.5 Coordination of the Home Tutor Scheme including the provision of support to volunteers, tutor and student matching, dissemination of information to volunteers and students and maintenance of a volunteer resource collection.

20.5 Employees at all levels may be asked to undertake coordination tasks. The contribution to these tasks by beginning employees will be limited, to allow for concentrated effort toward the acquisition of teaching skills.

20.6 Coordination tasks will be as negotiated between the employee and the responsible manager.

20.7 Should coordination tasks cease to be performed by the employee the arrangements relating to recognition of the work will also cease.

21. Breaks[#]

21.1 There is an expectation that employees should be able to access reasonable breaks during the working day. The minimum break over a full teaching day is 30 minutes.

21.2 The arrangements may vary among teaching college/divisions, taking into account operational requirements. The duration of such a break is not included in the required hours of attendance detailed in clause 19 (Hours and Attendance).

22. Overtime[#]

22.1 The purpose of overtime is to provide CIT with the flexibility to deal with short-term and unforeseen demands.

22.2 As professionals, employees are expected to accommodate periodic variations in their work schedules to best respond to client needs. Such flexibility is consistent with operational requirements, to maintain quality in instruction and to deliver an appropriate work-life balance.

22.3 Overtime is available to Teacher Level 1 employees (excluding those in Educational Development and Support (EDS) designated positions). Overtime is not available to Teacher Level 2 employees, managers at Manager Education – Level 1 or 2, and Senior Education Leaders.

22.4 CIT may require an employee to work reasonable overtime, payment of which may be made according to subclause 22.15.

22.5 An employee will not be required to teach in excess of 24 hours Daylight Equivalent in a week. An employee may agree to increase these hours provided

the maximum weekly teaching load is not exceeded for more than six calendar weeks in a calendar year and not for more than two consecutive weeks.

- 22.6 An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:
- 22.6.1 any risk to employee health and safety;
 - 22.6.2 the employee's personal circumstances including any family responsibilities;
 - 22.6.3 the needs of the enterprise or workplace;
 - 22.6.4 the notice (if any) given by CIT of the overtime and by the employee of his or her intention to refuse it; and
 - 22.6.5 any other relevant matter.
- 22.7 An annual review of overtime will be conducted. The results for each teaching college/division will be provided to the union and will include general advice of any external work approved by CIT as second jobs, to ensure an appropriate work-life balance is being maintained across teaching classifications at CIT.
- 22.8 Regular teaching programs will be designed with the aim of minimising overtime consistent with the need to provide employees with a full teaching load.
- 22.9 The responsibility for ensuring that an employee has a full teaching load is a shared responsibility between the employee concerned and their supervisor.
- 22.10 Overtime is not an entitlement and access is subject to employees entering their anticipated semester teaching load onto the Teacher Management System by Week 7 of each term, as per subclause 25.7 of this Agreement.
- 22.11 All overtime must be preapproved by the Chief Executive in writing. The Prior Approval for Teacher Overtime form purposefully facilitates this requirement.
- 22.12 The limit for overtime is 20 hours per calendar year.
- 22.12.1 Contrary to subclause 64.1, this overtime limit is not subject to pro-rata arrangements for part-time employees.
- 22.13 Teacher Level 1 employees will not perform overtime in excess of the limit specified at subclause 22.12 without the prior approval of the Chief Executive (subclause 22.11). Such approval will only be provided in exceptional circumstances.
- 22.13.1 Where overtime in excess of the limit provided at subclause 22.12 is being performed, CIT will review whether the overtime workload

warrants the engagement of additional staffing resources or other action as appropriate.

22.13.2 Any overtime worked in excess of the limit specified in subclause 22.12 and not approved in accordance with subclause 22.11 will not be paid.

22.14 An employee must apply through their Head of Department for payment of approved overtime to be achieved. CIT is not responsible for the ensuring the employee makes this application ahead of payment dates provided at subclause 22.15.

22.15 Payments may be made as the overtime hours are worked (an immediate payment), or alternatively the employee may defer payment to either the end of Semester One, or the end of the calendar year (deferred payment) as outlined below.

22.15.1 Claims for immediate payment may only be made where the employee's direct teaching hours of duty exceeds the 24 hours Daylight Equivalent per week. Once approved, such overtime will be paid at the Inclusive Casual Rate in the next available pay period.

22.15.2 Claims for deferred payment to the end of Semester One may be made provided the employee has exceeded a teaching load of 400 hours. Once approved, each hour in excess of the 400 hours will be paid at the Inclusive Casual Rate in a single payment in the next available pay period after the semester ends.

22.15.3 Claims for deferred payment to the end of the calendar year may be made once the employee has reached their annual teaching load. Once approved, each hour in excess of the employee's annual teaching load will be paid at the Inclusive Casual Rate in a single payment in the last appropriate pay period of the calendar year.

22.16 Any overtime payments made to an employee under paragraph 22.15.1 or 22.15.2 above will be recoverable under clause 56 (Overpayments) where the employee does not meet their required annual teaching load by the end of the academic year. Amounts recovered under this subclause will be equal to the hours of overtime already paid to the employee, and at the rate it was originally paid.

23. **Flexitime***

23.1 Flexitime will provide the framework for an 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.

23.2 Flexitime will be available to full-time and part-time employees in an Educational Development and Support (EDS) designated position.

- 23.3 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:
- 23.3.1 The opportunity to access flextime accrued; and
 - 23.3.2 Being productively employed i.e. the Chief Executive may require an employee not to accumulate flex credits before 8:30 and or after 4:51 pm where there is insufficient work or an employee cannot be sufficiently managed.
- 23.4 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.
- 23.5 A settlement period will comprise two pay periods (i.e. four weeks).
- 23.6 Starting and finishing times within the span of hours are to be determined for individual work areas by the Head of Service based on operational needs.
- 23.7 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 Chief Executive and the employee.
- 23.8 There is no provision to cash out flextime credits either during a period of employment with CIT, or upon separation or transfer out of CIT.
- 23.9 The maximum flextime debit that may accrue is ten hours measured at the end of any settlement period. Part-time employees that have access to flextime in accordance with their part-time agreement may accrue a flex debit on a pro-rata basis. 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 the overpayment process at clause 56.
- 23.10 Any flextime debits an employee has if the employee ceases employment with the ACTPS will be treated as a debt in accordance with clause 56. The employee may nominate to use any available annual leave credits to cover the debt, or the debt will be recovered from any termination payment owing to the employee, except in the case of death.
- 23.11 Accrued flextime credits will be taken at such times and in such a period or periods as are agreed between the employee and the Chief Executive and approved prior to taking accrued flextime. It is the responsibility of both the employee and the Chief Executive to take steps to ensure that accrued flextime credits can be taken as time off, in accordance with this clause.

23.12 An employee not complying with these flextime provisions may be directed by the Chief Executive to work standard hours or the employee's standard working pattern. Standard hours are 8:30 am to 12:30 pm and 1:30 pm to 4:51 pm Monday to Friday, unless otherwise agreed in writing by the employee and the Chief Executive.

24. **Record Keeping[#]**

24.1 CIT will keep records relating to employees' work, including records about attendance and pay, in accordance with the requirements of the FW Act, FW Regulations and the *Territory Records Act 2002*.

24.2 Teacher Level 1 and Level 2 employees will record and maintain their attendance via approved mechanisms.

24.3 Manager Education – Level 1 employees and above, and Educational Development and Support (EDS) designated positions, 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.

25. **Managing Time and Workloads[#]**

25.1 CIT, its employees and the union acknowledge that the challenges CIT will face to meet the needs of a more diverse group of learners in the future will be substantial, and that employees have a critical role to play in positioning CIT to meet those challenges. This clause is designed to ensure that CIT employees have a central role in the positioning of CIT for a sustainable and viable long-term future.

25.2 The changing nature of vocational education has developed the necessity to examine and introduce changes to the programming of employees' work.

25.3 It is intended in any agreed process relating to managing employee time and workloads that there will be a recognition of the:

25.3.1 professional empowerment of employees;

25.3.2 diversity of delivery strategies employed by employees; and

25.3.3 diversity of working arrangements necessary to support these strategies.

25.4 Employees and managers should work together in order to establish workloads that are achievable, professionally challenging and rewarding, and that support quality program delivery, in the context of achieving CIT goals.

25.5 Good management practice in every teaching college/division includes the regular review of work practice and general procedures in the workplace. Accordingly, teaching college/divisions are encouraged to implement local processes to review

and manage local workload issues, and it is suggested that this review be incorporated into other routine procedures such as Performance Plans.

25.6 The Internal Review Procedures contained in Section I provide an avenue for further consideration where an employee and their teaching college/division leadership are not able to reconcile issues concerning workload management.

25.7 CIT, its employees and the union acknowledge the importance of recording CIT employee workloads and agree that all proposed teaching loads will be entered by employees onto the teacher management system by week 7 of each term at the latest. Variations to teaching loads should be entered onto the teacher management system by no later than week 7 of each term. In term four all teaching loads and amendments to loads must be reconciled against required annual teaching load.

26. **Paid Non-Attendance[#]**

26.1 In recognition of the variable workload and contribution required of CIT's employees throughout the teaching year, employees will be provided paid non-attendance in line with provisions of this clause.

26.2 Employees' will be granted 20 days paid non-attendance, the timing of which is subject to approval by the Chief Executive.

26.3 Timing of paid non-attendance will be determined through consultation locally to ensure each department operates with flexibility and according to their local needs.

26.4 Despite the provisions above, sessional employees, employees in Educational Development and Support (EDS) designated positions, Manager Education – Level 2 classification and Senior Education Leaders are not entitled to paid non-attendance.

26.5 Payment for Paid Non-Attendance will normally be at full pay unless the employee is on leave immediately before and after the period in which case the following will occur:

26.5.1 Where an employee is on annual leave or personal leave at full pay, payment will be at full pay, with no deduction of personal or annual leave credits.

26.5.2 Where an employee is on annual or personal leave at half pay, payment will be at half pay with no deduction of personal or annual leave credits.

26.5.3 Where an employee is on other forms of leave, payment will be based on the rate of pay for which the leave has been approved e.g. full pay, half pay or without pay. Leave entitlements will be deducted for the period in these circumstances.

Contributing to a Performance Culture

27. CIT Performance Management Framework[#]

- 27.1 The purpose of performance management is to support the achievement of quality educational experiences and outcomes for CIT students through enhancing the quality and currency of employees' professional practice, and the delivery of organisational goals.
- 27.2 All employees except casual employees are required to participate in performance management and to demonstrate growth, experience and contribution over the performance cycle.
- 27.3 Performance management and development is to be undertaken respectfully, consistently and with the motive of supporting and enabling better performance by employees. This is in keeping with the obligations of CIT to treat its employees fairly and consistently under the *Fair Work Act 2009*, this Enterprise Agreement, *Public Sector Management Act 1994* and the Public Sector Management Standards 2006.
- 27.4 To be most effective, the execution of the performance framework requires an environment of trust, mutual responsibility and two-way communication. This is facilitated by empowering an environment of mutual obligation through open feedback and communication between employees and their supervisors and managers.
- 27.5 All employees and their managers have roles and responsibilities to implement performance management and development.
- 27.6 Effective, ongoing, informal feedback and discussion of performance is critical for forming a sound understanding of expectations and building resilient working relationships within teams and between managers and employees.
- 27.7 An employee's performance must be formally assessed over a set period of time, usually a 12 month period. It provides a record of the agreed goals and performance indicators, exchange of feedback and evidence of performance discussion between managers and employees, employee achievement and areas of improvement. This also includes an agreed process for ongoing discussion and review.
- 27.8 The CIT performance management cycle occurs over a calendar year and Performance Plans must be agreed by the end of February each year.
- 27.9 This formal process through which goals are agreed at the commencement of the CIT performance cycle, reviewed at the mid-point and assessed at the conclusion of the cycle must be conducted by employees and their supervisors/managers in a formal manner, with records kept using the CIT Performance Plan, and signed by both.

- 27.10 In a matrix organisation, an employee may have both horizontal responsibilities to a project team manager, as well as vertical positional responsibilities to a functional manager. In such cases, the development of a Performance Plan will be negotiated between the employee and both managers.
- 27.11 New staff are required to negotiate a Performance Plan within one month of commencing employment. This is a shared responsibility. All parties are to retain a copy of the agreed Performance Plan.
- 27.12 Where there is a legal requirement to release information, an employee's Performance Plan may also be released to a third party at the request of the Chief Executive.
- 27.13 Ongoing performance feedback is an expectation under this scheme.
- 27.14 Where employees change roles, or achieve promotion or advancement, their Performance Plan will need to be reviewed and /or re-negotiated with their supervisor within one month of commencement of the new position.
- 27.15 An employee's Performance Plan may be varied by agreement during the calendar year to reflect changing circumstances.
- 27.16 CIT is responsible for recording whether formal performance management and development assessments have been completed and providing this information to Chief Minister, Treasury and Economic Development Directorate.
- 27.17 Qualitative data on the impact of performance management and development, particularly concerning the value of regular feedback and performance discussions will be gathered by employee satisfaction surveys.

28. **CIT Strategic Learning and Development Priorities[#]**

- 28.1 By the end of the second semester of each year, the Chief Executive may identify and promote CIT-wide learning and development priorities for the forthcoming calendar year. In developing these priorities, the Chief Executive will consider a broad range of information, including business environmental scans, Government direction and input from teaching colleges and divisions.
- 28.2 CIT learning and development priorities will align with the Strategic Plan and be input for the business planning and performance management cycles. This will ensure linkage between current plans regarding CIT direction, learning and development needs and the differing learning needs of all parts of CIT.

29. **Approach to Learning and Development[#]**

- 29.1 CIT is focused on achieving quality educational experiences and outcomes for its students. High quality teaching utilising contemporary approaches in a range of formats is therefore essential. It is vital that employees have the capabilities to do

their current jobs and are supported in identifying and meeting their development needs and the strategic imperatives of CIT.

- 29.2 CIT offers a demonstrated commitment to its employees by supporting them in enhancing the quality and currency of their teaching practice. This is achieved by:
- 29.2.1 focusing learning and development on a contribution to educational qualification acquisition, in line with advancement requirements and as agreed in Performance Plan, noting that the financial approval process is external to the performance planning process;
 - 29.2.2 supporting continuous acquisition and demonstration of key capabilities in the workplace in line with CIT learning and development priorities;
 - 29.2.3 maintaining industry currency throughout an employee's CIT career; and
 - 29.2.4 enhancing an employee's vocational qualifications wherever possible.
- 29.3 Learning and development funding is offered through:
- 29.3.1 Individual learning and development allocations;
 - 29.3.2 The Qualification and Skills Achievement Fund; and
 - 29.3.3 The Strategic Learning and Development Fund.
- 29.4 An individual employee's Performance Plan and Learning and Development Plan are critical for outlining what Learning and development is planned to occur during the performance cycle. The completion of such plans in alignment with clause 27 (CIT Performance Management Framework) is an essential pre-requisite in accessing these funds.

30. **Individual Learning and Development Allocations[#]**

- 30.1 The total pool for the individual learning and development allocations will consist of an amount equivalent to 1.0% per annum of employees' salaries (excluding on-costs).
- 30.2 The level of individual learning and development allocations will:
- 30.2.1 comprise an amount that represents the total pool divided by the number of 'eligible employees' as defined in subclause 30.3;
 - 30.2.2 vary according to employment type with full-time employees attracting a full allocation and part-time employees attracting a pro-rata allocation; and

- 30.2.3 be advised by CIT Corporate Services as soon as practicable after eligibility is determined.
- 30.3 Allocations will be made to all current permanent and temporary employees employed at the last full pay period in November of each year. CIT will as far as possible, by the end of the second week of December, determine the list of employees eligible for individual learning and development fund allocation based upon employment records. Details of the above mentioned determination will be sent to the union prior to the distribution of funds. CIT will provide information to employees on what individual funds are available.
- 30.4 Employees on LWOP may only access individual learning and development allocations where there is sufficient cause and access is approved by the college director.
- 30.5 The acquittal of funds is a finance function administered in its entirety by CIT Corporate Services. Reporting to teaching college/divisions to enable better management of individual learning and development allocations by employees will be negotiated with CIT Corporate Services.
- 30.6 Individual learning and development allocations cannot be anticipated.
- 30.7 In line with CIT Financial Delegations and related policy, financial approval is required in advance of learning and development activity taking place.
- 30.8 On application to their Heads of Department, using the financial approval processes, employees may apportion all or part of their allocated funds for any agreed learning and development activity identified, and approved by the Director in their Performance Plan according to the relevant teaching college/division business plan.
- 30.9 Provided that the employee has allocated funds available, sufficient to meet the cost of a learning and development activity, the Director will approve the expenditure.
- 30.10 Individual learning and development allocations may be used to contribute to the participation in learning and development activities (including the purchasing of appropriate books and the acquisition of relevant qualifications) or associated travel.
- 30.11 Individual learning and development allocations may also be used to contribute to approved CIT products to develop technology for teaching currency.
- 30.11.1 To maintain a consistent approach throughout CIT, despite clause 30.8, expenditure approval will be via the Chief Executive.
- 30.12 All purchased books, hardware or technology remains the property of CIT.

- 30.13 Retrospective payments or reimbursements may only occur where the learning and development activity was identified in the employee's Performance Plan in accordance with subclause 30.8 above.
- 30.14 Where the allocated funds available are insufficient, the employee and the Director may reach agreement on funding the learning and development through a combination of individual learning and development allocation and any discretionary funding that may be available. If discretionary funding is not available the employee may be assigned priority to undertake agreed learning and development when and if funds do become available.
- 30.15 On 30 November each year, a census of individual learning and development funds will be undertaken by CIT Corporate Services and an allocation will be made available to employees at 1 January of the following year. Employees will have two years and eleven months to utilise the allocation.
- 30.15.1 The sum of any excess funds for **active** employees will be transferred to the **Qualification and Skills Achievement Fund** for the following year.
- 30.15.2 The sum of any excess funds for terminated employees will be transferred to the Strategic Learning and Development Fund.
- 30.16 In accordance with paragraph 30.15.1 individual learning and development allocations are expected to be spent within the specified period. However:
- 30.16.1 Where **employees** are not able to spend their allocation within this timeframe, a deferral of the rollover may be arranged through the discussion of their extenuating circumstances with both their Director and CIT Human Resources.
- 30.16.2 By written agreement with the Director, an employee may also elect to have their individual learning and development allocation assigned to a designated learning and development initiative of their college/division, or used to augment the Qualification and Skills Achievement Fund.

31. **Qualification and Skills Achievement Fund[#]**

- 31.1 The purpose of the Qualification and Skills Achievement Fund is to enhance the skills and qualifications of CIT's employees, to support them in achieving teaching currency with an industry focus.
- 31.2 The fund is available to make a contribution towards the costs employees may incur in obtaining skills and qualifications as per subclause 31.1 and to enable career progression.

- 31.3 Funding for the Qualification and Skills Achievement Fund will be via the process outlined in paragraph 30.15.1, and without creating precedent, may be supplemented by CIT through its normal budgetary process.
- 31.4 Distribution of available funding through reimbursement to teaching college/divisions will be calculated as the total available funds divided by the total FTE of each teaching college/divisions' employees. Except where:
- 31.4.1 There is a greater qualification need in one or more area over others. For example, where there may be the introduction of a new higher level qualification to be taught or where fewer employees than required have required qualifications.
- 31.4.2 Should flexibility in this area be required, it will be a decision made by the Deputy Chief Executive after consultation with the Academic Board.
- 31.5 Advice on teaching college/divisions on the use and acquittal of qualification and achievement funds is a finance function and will be administered in its entirety by CIT Corporate Services in conjunction with teaching college/divisions.
- 31.6 Employees wishing to access qualification and skills achievement funding must apply to their Director prior to committing to a learning and development program or a program of study for a relevant qualification. Directors may approve applications provided the qualification or learning and development has been set out in the employee's Performance Plan and Learning and Development Plan.
- 31.7 In considering applications for funding, Directors may take the following factors into consideration:
- 31.7.1 The relative priority of the qualification or learning and development to the teaching college/divisions' priorities as set out in its business plan;
- 31.7.2 The relative priority for the individual employee to acquire such a qualification or skill within this framework;
- 31.7.3 The cost benefit of the proposal;
- 31.7.4 Whether the employee has nominated to apply their individual learning and development allocation toward the cost of obtaining a qualification or skill or the individual learning and development allocation has been otherwise committed; and
- 31.7.5 Whether alternative approaches exist.
- 31.8 At the end of each calendar year unspent funding will be transferred to the Strategic Learning and Development Fund.

31.9 In addition to the provision of qualification and skills achievement funding, CIT may also continue to offer employee education programs in house under favourable arrangements.

31.10 Access to funding support is separate to access to the studies assistance procedures. The latter provides, subject to operational requirements, for access to paid leave for study purposes.

32. **Strategic Learning and Development Fund[#]**

32.1 The purpose of the Strategic Learning and Development Fund is to support CIT strategic learning and development priorities and to address common CIT learning needs.

32.2 Funding for the Strategic Learning and Development Fund will be via the process outlined in paragraph 30.15.2 and subclause 31.8, and without setting any precedent this fund may also be supplemented by CIT through normal budgetary process.

32.3 Teaching colleges/divisions will have input each year into advising of their Learning and development needs through the performance management process, and having input into which CIT strategic learning and development priorities will be addressed corporately.

32.4 The provision of Learning and development activities through this fund will be administered by CIT Human Resources, with input from CIT People Development and other departments as required.

32.5 Employees will be advised of the availability of learning and development activities.

33. **Learning and Development Administration[#]**

33.1 Usage and relevant and appropriate financial information will be provided to the union on request each year in relation to information on overall individual learning and development allocations, the Strategic Learning and Development Fund and the Qualification and Skills Achievement Fund.

34. **Reward and Recognition[#]**

34.1 CIT is committed to achieving a positive performance environment that values the contribution of employees to achieving organisational goals. Key to this is the building and consolidation of professional relationships between employees and their managers through the provision of regular, timely and constructive feedback, recognition of performance and by discussing mutual expectations about working relationships.

34.2 This commitment recognises and rewards employees for their contribution, but does not include the use of performance pay.

- 34.3 CIT will participate in the annual ACTPS Awards that complement existing local reward and recognition schemes.
- 34.4 CIT, its employees and the union 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 CIT and the union.

35. Reduction in Allocated Annual Teaching Load for Learning and Development#

- 35.1 Employees are required to undertake learning and development each year to contribute to their professional development.
- 35.2 In line with this clause, employees may access a reduction to their allocated annual teaching load of up to 38 teaching hours per year.
- 35.3 CIT may direct employees to utilise up to 14 of these reduced hours for CIT directed learning and development.
- 35.4 Employee access to self-directed learning and development is conditional on the activity being agreed as part of the employee's Performance Plan and evidence of the activity's completion being provided.
 - 35.4.1 Should a CIT direction to participate in learning and development conflict with existing self-directed activity, consideration should be given to whether the employee's self-directed activity may be continued with an additional discretionary reduction, moved to another time, or withdrawn.
- 35.5 Directors may exercise discretion in providing appropriate resources for the completion of learning and development under this clause.

36. Employee Development (Qualifications)#

- 36.1 For all permanent, temporary and sessional employees, CIT will offer internally the required qualifications defined at clause 40 of this Agreement free of charge.
- 36.2 For all permanent and temporary employees on a contract of 3 years or more, a reduction of up to 150 hours in allocated annual teaching load will be available for the attainment of adult learning and development qualifications appropriate and acceptable to CIT.
- 36.3 Reductions in allocated annual teaching load provided above will:
 - 36.3.1 be distributed according to applicable CIT policy;
 - 36.3.2 incorporate the annual 38 hour reduction in allocated annual teaching load for learning and development as set out in clause 35 (Reduction in Teaching Load for Learning and Development);

- 36.3.3 will be lessened, if necessary, to match the number of completed nominal hours in which the employee is enrolled; and
- 36.4 In the case of temporary employees on contracts of less than 3 years, any reduction will be approved by the relevant Director in consultation with the Head of Department and the employee. If the temporary employee is subsequently made permanent, the department will be entitled to the balance up to the 150 hours provided above.

Section C: Rates of Pay and Allowances

37. Pay Increases

- 37.1 Employees will be paid in accordance with the employee's classification and rates of pay set out in Annex A to this Agreement.
- 37.2 Increases for all classifications set out in Annex D of this Agreement will apply as follows:
- 37.2.1 1.35% from the commencement of the first full pay period on or after 1 December 2021;
- 37.2.2 1.35% from the commencement of the first full pay period on or after 1 June 2022;

38. Method of Payment

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

39. Pay Points, Increments and Advancement*

- 39.1 A person who is engaged by CIT as an employee, or an employee who is promoted or is approved to perform the duties of a higher office, is entitled to be paid at the first pay point for the classification level.
- 39.2 # However, a person who is engaged by CIT as an employee, or an employee who is promoted or approved to perform higher duties, may be paid at a higher pay point within that classification level subject to subclause 39.7. The Chief Executive will take into consideration such factors as referred to in subclause 39.9.

- 39.3 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.
- 39.4 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.
- 39.5 # An eligible employee is entitled (subject to the advancement requirements at subclause 39.7, and no action being taken against the employee for underperformance (under clause 116) or misconduct (under clause 118)) to be paid an annual increment from the relevant anniversary of the date of commencement for the employee concerned, until the employee has reached the top of the salary range for the relevant classification.
- 39.6 # An employee's increment will be deferred by one day for every calendar day of unauthorised absence or leave without pay that does not count as service.
- 39.7 # Increment advancement under this clause is subject to qualification requirements set out at clause 40.
- 39.8 # Subject to an employee meeting the advancement requirements of subclause 39.7, accelerated incremental advancement may occur as follows:
- 39.8.1 an employee who is engaged by CIT or an employee who is promoted or approved to perform higher duties may be paid at a higher pay point within that classification level.
- 39.8.2 the Chief Executive may approve the payment of additional accelerated increments to the employee:
- 39.8.3 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
- 39.8.4 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 subclause 39.2).
- 39.9 In considering whether to approve a payment at a higher pay point (as per subclause 39.2), or accelerated advancement (as per subclause 39.8), the Chief Executive will take into account such factors as:
- 39.9.1 the employee's:

- 39.9.1.1 qualifications; and
- 39.9.1.2 relevant work and personal experience; and
- 39.9.1.3 current pay; and
- 39.9.1.4 ability to make an immediate contribution; and
- 39.9.2 difficulties in attracting and retaining suitable employees.

40. **Qualification Requirements[#]**

- 40.1 CIT is focussed on high quality teaching and adheres to the requirements set by the Australian Skills Quality Authority (ASQA), and in the case of higher education, the Tertiary Education Quality and Standards Agency (TEQSA). This clause sets the qualification requirements for each employee engaged by CIT to perform training and/or assessment, (as defined by the Standards for Registered Training Organisations (RTOs) 2015 (or its successor)), assessment validation and/or to supervise other employees as a result of this clause.
- 40.2 All casual employees must:
 - 40.2.1 hold a Training and Assessment Certificate IV level qualification (such as a TAE40116 or equivalent); or
 - 40.2.2 where the full qualification is not held, hold as a minimum prior to employment, qualifications required by the Standards for RTOs; and
 - 40.2.3 complete the full qualification within 18 months of their initial engagement as a casual employee under this Agreement and be supervised by a suitably qualified person.
- 40.3 Where a casual employee fails to obtain a Training and Assessment Certificate IV level qualification (such as a TAE40116 or equivalent), as required by subclause 40.2, they will be ineligible to be selected for future engagements (supervised or otherwise) until they have met the full qualification requirements.
 - 40.3.1 A manager may apply to the Chief Executive for an extension under this subclause where exceptional circumstances have prevented the casual employee from obtaining the required qualification. Applications for extensions must be submitted prior to the allotted 18 month period coming to an end.
- 40.4 All new employees at Teacher Level 1.1 to Teacher Level 1.6 with Vocational Education and Training (VET) responsibilities must:
 - 40.4.1 hold a Training and Assessment Certificate IV level qualification (such as a TAE40116 or equivalent); or

- 40.4.2 where the full qualification is not held, hold as a minimum prior to employment as an employee in any form, qualifications as required by the Standards for RTOs; and
- 40.4.3 complete the full qualification within 18 months of engagement and be supervised by a suitably qualified person.
- 40.5 Notwithstanding provisions of the *Public Sector Management Act 1994* that deal with the loss of an essential qualification, or being an eligible person, where any employee fails to successfully complete the Training and Assessment Certificate IV level qualification (such as a TAE40116 or equivalent), as required under subclause 40.4, their employment with CIT will be ceased under this clause in accordance with Clause 16 (Notice of Termination).
- 40.5.1 Following a written request to the Chief Executive, supported by the relevant director, additional time to complete may be approved by the delegate. Written requests must be received and considered no later than one month from the employee's first anniversary date.
- 40.5.2 Where the Chief Executive has accepted the extenuating circumstances, further incremental advancement in line with clause 39 (Pay Points, Increments and Advancement) will not occur (or be paid) until the date the employee has achieved the required qualification and has had it recognised by the delegate.
- 40.6 CIT Managers are prohibited from re-engaging any individual, in any teaching capacity (under supervision or otherwise), where that individual had been previously employed by CIT and accessed the full period provided at subclause 40.2 or 40.4 above, unless that individual holds the full required qualification prior to their engagement.
- 40.7 All existing employees, permanent and temporary at the commencement of this Agreement, who do not hold a Training and Assessment Certificate IV level qualification (such as a TAE40116 or equivalent) will, despite clause 39, remain at their current increment level until such time as they complete the full qualification.
- 40.7.1 Employees subject to this subclause will be supervised according to the Standards for RTOs for the duration of their unqualified engagement with CIT.
- 40.7.2 Once a qualification has been fully achieved, employees will continue to increment according to clause 39. Employees will not be entitled to skip increments in any way as a result of this subclause.
- 40.8 All employees at Teacher Level 1.7, 1.8, Teacher Level 2 and Manager Education Level 1 must hold a full Training and Assessment Certificate IV level qualification (such as a TAE40116 or equivalent) and a Diploma of Vocational Education and Training (or equivalent).

- 40.9 CIT and the union recognise that for the Manager Level 2 or the Senior Education Leader classification levels, performance is less about the provision of training and more specifically targeted to the strategic management of CIT and its primary business areas. With this acknowledged, it is desirable for individuals engaged at these levels to hold higher level adult learning and development qualifications, as well as leadership and management, business or commerce related bachelor level qualifications and/or relevant industry specialisations.
- 40.10 All employees at Teacher Level 1 or Level 2 are required to have relevant industry experience and vocational qualifications equal to that being taught, or as specified in the applicable training package or accredited curriculum specifications.
- 40.11 For managers at or above Manager Education – Level 1:
- 40.11.1 Vocational qualifications are highly desirable; however, where managers engage in direct teaching activity (anywhere within CIT) subclause 40.10 will also apply to them, as it relates to the teaching activity; and
- 40.11.2 Industry experience is highly desirable (although this does not have to be in the disciplines being supervised).
- 40.12 In relation to Higher Education programs, all employees are required to hold qualifications at a higher level to the qualification being taught. Employees will be encouraged and supported through the Qualifications and Skills Achievement Fund to obtain the required qualifications.
- 40.13 An employee at the Teacher Level 1 classification who teaches Higher Education, but does not participate in VET as regulated by ASQA, will not be required to hold qualifications other than those required by subclause 40.12. Should VET be undertaken, clause 40 will apply in its entirety.
- 40.14 An employee at the Teacher Level 1 classification teaching in the Year 12 program, who does not participate in VET as regulated by ASQA, will not be required to hold qualifications other than those required by the ACT Board of Senior Secondary Studies (BSSS). Should VET be undertaken, clause 40 qualification requirements will apply in their entirety.

41. **Promotion after Acting (Streamlining of Permanent Employees on Higher Duties) #**

- 41.1 These procedures are in line with the *Public Sector Management Act 1994* and the principles of merit selection.
- 41.2 The streamlining process may be initiated by CIT or on request by an individual employee.
- 41.3 The Chief Executive may approve the promotion of a permanent employee into a nominally vacant position without an additional selection process where:

- 41.3.1 the permanent employee has acted in the vacant position (or a position with identical selection criteria) for a period of not less than two years and has undergone a merit selection process in order to act in the position or whilst acting in that position; and
 - 41.3.2 the vacant position was initially advertised for a minimum period of six months with the possibility of an extension; and
 - 41.3.3 organisational requirements and financing for the position exist; and
 - 41.3.4 on reasonable grounds an additional merit selection process would not identify a more meritorious applicant than the position's present occupant; and
 - 41.3.5 immediately before the promotion, the employee's manager assesses the employee against the selection criteria for the position as satisfactory; and
 - 41.3.6 there is no potentially or actually excess permanent employee suitable to be placed in the position.
- 41.4 For the purposes of paragraph 41.3.1, the two years of continuous acting may not be considered to have been broken where the permanent employee performs the duties of another position at the same or higher level during the two year period.
- 41.5 For the purposes of paragraphs 41.3.1, 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:
- 41.5.1 The advertisement of the position in line with ACTPS requirements; and
 - 41.5.2 comparative assessment of suitable applicants for the position, if there is more than one applicant; and
 - 41.5.3 selection based on the recommendation of a Selection Committee.
- 41.6 The promotion of an employee in accordance with subclause 41.3 will be notified as a promotion to a non-advertised vacancy. Any suitable, qualified permanent employee may lodge an appeal against the selection, with the appeal to be conducted in accordance with Section J (Appeal Mechanisms) of this Agreement.
- 41.7 Following an employee's request under this clause, CIT will consent to or refuse the request based on the above criteria but will not unreasonably refuse.
- 41.8 Upon request by the union, CIT will provide the details of all positions streamlined in accordance with this clause.

42. Designation of Educational Development and Support (EDS) Positions[#]

- 42.1 No existing teaching position may be designated as an EDS position, without prior consultation with affected employees. Employees may choose to be represented in such discussions.
- 42.2 No existing EDS designated position will be designated as a normal teaching position without prior consultation with affected employees. Employees may choose to be represented in such discussions.

43. Senior Education Leader[#]

- 43.1 The Senior Education Leader classification will be used within CIT for cross-CIT positions or projects as identified by the Chief Executive.
- 43.2 The Senior Education Leader classification will be implemented under the following arrangements:
 - 43.2.1 short or long-term temporary employment;
 - 43.2.2 the selection processes associated with long-term temporary employment will apply;
 - 43.2.3 Where an existing permanent or temporary employee has been employed as a Senior Education Leader, they will revert to the teaching classification that they previously held on expiry of the Senior Education Leader role.
- 43.3 Rates of pay applicable to staff in a Senior Education Leader position are as outlined in Annex A.

44. Higher Duties Allowance

- 44.1 Higher Duties Allowance (HDA) is payable to an employee who is directed to temporarily perform the duties of a position with a higher classification.

Selection for HDA

- 44.2 If a position is expected to be available for a period of six months or longer the position must be advertised inline with ACTPS requirements.
- 44.3 If a position is expected to be available for a period of less than six months advertising is not required.
- 44.4 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.

Periods of HDA

- 44.5 A person acting in a position as a Teacher Level 1 employee, will be paid HDA for a period of one day or more.
- 44.6 An employee acting in a position with a pay or maximum pay greater than the maximum pay of a Teacher Level 1 employee will be paid HDA for a period of five consecutive days or more. This payment will occur from day one, provided the total period of higher duties is five days or more.
- 44.7 Where the employee on temporary transfer is to perform the full duties of the higher position, HDA is calculated as the difference between the employee's current pay and a point in the pay range of the higher position determined by the Chief Executive in accordance with clause 39: Pay Points, Increments and Advancement.
- 44.8 Where the employee is performing only part of the duties of the higher position and the higher position is at least two levels above the employee's current substantive level, payment of partial HDA may be agreed between the manager/supervisor and the employee, prior to the commencement of the temporary transfer.
- 44.9 The rate of payment for partial HDA will be a point in the pay range(s) of the intervening level(s). The Chief Executive's decision on the rate of payment of partial HDA will take into account the specified part of the duties of the higher position that the employee is to perform.
- 44.10 An employee receiving HDA is entitled to normal incremental progression for the employee's substantive position. This increment gained while performing HDA is maintained upon the employee ceasing the higher duties.
- 44.11 Previous higher duties service will be considered in determining the appropriate pay point for future periods of higher duties.

45. Short-term Temporary Transfer – Less than Six Months[#]

- 45.1 The arrangements for the filling of short-term temporary vacancies (at level or on higher duties) within CIT need to be not only transparent and accountable but also considerate of the workload pressures placed on employees.
- 45.2 Despite section 100 of the *Public Sector Management Act 1994*, both permanent and temporary employees may be directed for temporary transfer (at level or on higher duties).
- 45.3 If a temporary employee is selected for temporary transfer, the direction will not extend past the termination date of the employee's existing contract.

46. Longer-term Temporary Transfer – More than Six Months[#]

- 46.1 In filling a temporary vacancy for a period of 6 months or longer the Chief Executive will give preference to permanent employees, provided that they are at least as suitable for the vacancy as other candidates. In determining suitability for temporary performance of duties the Chief Executive will have regard to merit and the career development of permanent employees.
- 46.2 Despite section 100 of the *Public Sector Management Act 1994*, both permanent and temporary employees may be directed for temporary transfer (at level or higher duties).
- 46.3 If a temporary employee is selected for temporary transfer, the direction will not extend past the termination date of the employee's existing temporary contract.

47. Allowances

- 47.1 The Chief Executive may approve the payment of expense-related, and qualification-related allowances as provided for in this Agreement at Annex C.
- 47.2 The rates for all allowances provided for in Annex C of this Agreement will be adjusted by the same percentage amounts and on the same dates as the pay increases set out in subclause 37, unless the contrary intention is stated for a specific allowance in Annex C.
- 47.3 Part-time and casual employees who satisfy the requirements for payment of an expense-related allowance will receive the amount of allowance or payment prescribed in Annex C.
- 47.4 Part-time and casual employees who satisfy the requirements for payment of a disability or skill related allowance under this Agreement will receive the allowance on a proportional basis.
- 47.5 Allowances payable to casual employees under this Agreement are not subject to a casual loading.
- 47.6 Unless the contrary intention is specifically provided, an allowance payable on leave is also payable on payments in lieu of leave for credits of the same leave type in accordance with the FW Act.
- Note, this includes the 'cash out' of leave credits where available under this Agreement, and the payment of leave credits on separation from the ACTPS.
- 47.7 The following allowances, detailed in Annex C, may apply to a CIT employee:
- 47.7.1 First Aid Allowance.
 - 47.7.2 Community Language Allowance.
 - 47.7.3 Motor Vehicle Allowance.

47.8 # Expenses related to prior-approved work-related travel will be reimbursed on the basis agreed in the Travel Authority and on production of appropriate receipts.

47.8.1 # Appropriate time off in lieu arrangements will be available where interstate and/or overnight travel is required.

48. **Overseas Commercial Allowance (OsCA) #**

48.1 The Overseas Commercial Allowance (OsCA) applies to employees who are undertaking commercial work or activities associated with procuring and managing contestable business for CIT on site overseas.

48.2 The rate of the allowance is \$85 gross payment, per day and will not be adjusted for the life of the agreement.

48.3 The employee will be entitled to receive the allowance for the duration of the overseas project, while performing duties as mentioned in subclause 48.1.

48.4 The maximum approvable duration for the allowance will be three months from the date of its commencement.

48.5 Approval of payment for the allowance must be given prior to the employee travelling overseas.

48.6 Once approved, the allowance will be paid for each calendar day, including weekends and travel days, to and from the destination of the commercial activity, except for approved periods of leave, other than Personal Leave as mentioned in subclause 48.7 below.

48.7 The employee will be entitled to receive the allowance during periods of approved Personal Leave, where the leave is due to illness or injury sustained during the period of the overseas project.

48.8 The allowance is payable in addition to the current meals and incidentals reimbursement process that applies for CIT employees, including that provided at clause 71 (Family Care Costs).

48.9 The allowance is classified as 'taxable income' for taxation purposes.

48.10 Subject to subclause 48.11, employees performing duties as described in subclause 48.1 will remain employees of CIT for the duration of the overseas project and retain full rights and responsibilities of employment under this Agreement.

48.11 While the employee is performing work as specified under subclause 48.1, the employee's conditions of employment may be amended to suit the business needs of the overseas project. Where this is the case, any variation to the employment conditions will be specified in a written agreement between the employee and the Chief Executive.

49. Reimbursement of Reasonable Relocation Expenses

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

49.2 The Chief Executive may approve a reimbursement payment to a new employee as the Chief Executive considers is reasonable in the new employee’s circumstances. The relevant pre-determined ceiling is set out below:

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

49.3 In order for a new employee to be reimbursed costs, valid receipts must be provided.

49.4 For the purposes of this clause, dependant does not require actual financial dependency and includes members of the new 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.

49.5 The Chief Executive may approve payment in excess of the approved amount or ceiling in exceptional circumstances.

49.6 In the event that the employee terminates their employment with CIT within twenty four months of the date of engagement and does not commence employment with another ACTPS business within one month, the employee may be required by the Chief Executive to repay:

49.6.1 in the case the employee terminates employment within twelve months of the date of appointment – 100% of the relocation reimbursement; or

49.6.2 in the case the employee terminates employment more than twelve months and less than twenty four months from the date of appointment – 50% of the relocation reimbursement.

50. Responsibility Loading[#]

50.1 This clause is accessible only to those College Directors who are in receipt of the loading as at the date of commencement of this agreement.

- 50.2 To account for the possibility that Directors may become solely responsible for a college, CIT will provide a Responsibility Loading where the revenue of the College is over a certain threshold.
- 50.3 The loading will only be payable where the Director has 100% responsibility for the management of a college for four weeks or more, and the annual revenue budget for that college is in excess of a certain monetary threshold.
- 50.3.1 This threshold amount will be as set out in the appropriate CIT policy.
- 50.4 The Responsibility Loading will be reviewed annually.
- 50.4.1 Where college revenue falls below the defined threshold amount the Responsibility Loading will cease to be paid.
- 50.5 The rate for this loading, as provided in Annex A will be adjusted by the rate of increases in pay in accordance with subclause 37.2.
- 50.6 A payment made under this clause is to be paid during all forms of paid leave, including payments in lieu of leave.
- 50.7 A Responsibility Loading will count as salary for superannuation purposes in the same way as Higher Duties Allowance.

Section D: Pay Related Matters

51. Casual Rates of Pay[#]

- 51.1 Casual employees will be remunerated according to the provisions of this clause, at the rates provided at Annex A: Classifications and Rates of Pay.
- 51.2 The Standard Casual Rate is payable to individuals for each hour engaged, including where an individual is engaged to perform direct teaching but is not required to complete the additional associated duties covered by the inclusive rate described below.
- 51.3 The Inclusive Casual Rate compensates an individual for each hour of direct teaching (as defined at clause 20) and, as generally completed outside of the engaged hour, the performance of the following duties, specifically related to direct teaching activities and the students involved:
- 51.3.1 The preparation of teaching materials/courses,
 - 51.3.2 The marking of assessment items outside of delivery times;
 - 51.3.3 Travel time between work sites, and
 - 51.3.4 Student related administrative tasks (e.g. Student enquiries, recording results in Banner etc.).
- 51.4 Where a workplace assessment involves a substantial number of hours of work in addition to the time spent on actual assessment, an individual may elect to be paid the Standard Casual Rate. In this case, hours will be agreed by the individual and the Head of Department prior to undertaking the assessment activity and payment will be for the total hours the individual is actually engaged, including hours spent on assessment, travel, preparation, record keeping, etc.

52. Casual Employee Payment for Scheduled Classes[#]

- 52.1 Where a casual employee's scheduled class is cancelled by CIT within 24 hours of the scheduled class, the employee will be paid for the class, at the Inclusive Casual Rate, as long as the employee reports for work and provides support to the department by undertaking alternative professional duties (other than direct teaching) for the duration of the cancelled class, with the exception of subclause 52.2.
- 52.2 Where a casual employee's contract of employment is terminated, the provisions of subclause 52.1 will not apply.

53. Salary Sacrifice Arrangements*

- 53.1 Voluntary access to salary sacrifice arrangements will be made available to employees in accordance with ACTPS policies and guidelines.

- 53.2 The employee will meet all costs incurred as a result of remuneration packaging under these provisions.
- 53.3 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 was not taking part in salary sacrifice arrangements.
- 53.4 Changes to salary sacrifice arrangements, including taxation changes, will not be a cause for further claims against CIT.
- 53.5 CIT will continue to provide appropriate information to employees concerning salary sacrifice arrangements.
- 53.6 # Casual employees have access to salary sacrifice arrangements for the purposes of superannuation only (no leasing available). To access this entitlement, casual employees must be currently employed as a casual employee for a minimum of one semester.

54. **Attraction and Retention Incentives**

- 54.1 In some special circumstances it may be necessary for the Chief Executive to determine that an employee or group of employees who are covered by this Agreement and who occupy certain positions should be provided with attraction and retention incentives that may differ from some of the terms and conditions under this Agreement.
- 54.2 The framework under which attraction and retention initiatives may apply during the life of this Agreement is set out in Annex B (Attraction and Retention Initiatives) of this Agreement.

55. **Classification/Work Value Review**

- 55.1 An employee, or a group of employees, or the union or other employee representatives ("the applicant") may present a case to request the Chief Executive to undertake a classification/work value review of a position or group of positions.
- 55.2 The Chief Executive will undertake the review in consultation with the employee(s) and/or the union or other employee representatives.
- 55.3 If the Chief Executive determines that the case presented under subclause 55.1 is frivolous or vexatious, the Chief Executive will refuse to undertake the review.
- 55.4 If the Chief Executive determines that the case presented under subclause 55.1 does not contain enough information for the Chief Executive to make an assessment on whether the review is warranted, the Chief Executive will provide the applicant an opportunity to make further submissions. If, following such further submissions, or if no such submissions are made, the Chief Executive still

does not have enough information to make an assessment on whether or not the review is warranted, the Chief Executive may refuse to undertake the review.

- 55.5 Any classification/work value review will take into account the relevant work level standards, position descriptions, market and other relevant comparators, including comparators that are considered pertinent to the skills, competencies and general responsibilities required of the position(s).
- 55.6 These provisions do not affect the right of the Chief Executive to undertake a classification/work value review at the initiative of the Chief Executive.
- 55.7 Where agreement cannot be reached on the need to conduct the review then the disagreement may be resolved in accordance with the dispute avoidance and settlement procedure.

56. **Overpayments**

- 56.1 An overpayment is any payment in respect of pay, allowance or leave, whether the overpayment is by accident or otherwise, to which the employee is not entitled.
- 56.2 An overpayment is a debt owed to the Territory.
- 56.3 In the event that an employee has received an overpayment, the chief executivemay recover the overpayment in accordance with this clause.
- 56.4 Any disputes about the application of these provisions should be addressed through the Dispute Avoidance/Settlement Procedures outlined at 108. Unless the employee agrees, recovery of monies will not occur while a dispute is in process.
- 56.5 Despite subclause 56.1, an amount paid to an employee to which they are not entitled is not considered an overpayment but a “discrepancy” and the amount may be deducted from the employee’s pay in the following pay period if all the following apply:
 - 56.5.1 It is the result of an amendment to, or late submission of, a time sheet, evidence, material or other forms.
 - 56.5.2 It is not more than 10% of the employee’s gross fortnightly pay.
 - 56.5.3 No more than 2 pay periods have passed since the amount was paid.
 - 56.5.4 The employee has been notified accordingly.
- 56.6 Further to subclause 56.5, if more than 2 pay periods have passed since the discrepancy was paid, or the discrepancy exceeds 10% of the employee’s gross fortnightly pay, the discrepancy will be considered a debt and the provisions of this clause 56 will apply, unless the employee agrees in writing to the adjustment being made.

- 56.7 If the Chief Executive believes that an overpayment has occurred, the Chief Executive will consider whether it would be appropriate in the circumstances to waive part or all of the overpayment in accordance with section 131 of the FM Act.
- 56.8 For the purposes of these provisions, when considering whether a waiver is appropriate, the chief executive will consider all the following compelling circumstances:
- 56.8.1 Financial hardship.
 - 56.8.2 The circumstances under which the debt arose.
 - 56.8.3 Other exceptional circumstances
- 56.9 If the chief executive considers that a waiver in accordance with subclause 56.7 is not appropriate in the circumstances, the chief executive must provide the employee with all the following:
- 56.9.1 The pay period(s) in which the overpayment occurred
 - 56.9.2 The nature of the overpayment
 - 56.9.3 The reasons why the overpayment occurred
 - 56.9.4 The gross and net components of the overpayment.
- 56.10 The chief executive will provide the employee or their representative with an opportunity to respond or request a waiver within 10 working days from the date the information at 56.9 was provided. If the chief executive does not receive a response within this timeframe, the overpayment process will continue in accordance with the following provisions in this clause.
- 56.11 Subsequent to the discussion of whether to waive the overpayment or not in accordance with subclause 56.9 the Chief Executive must advise the employee in writing, as soon as practicable, of all the following:
- 56.11.1 The decision to waive any, or part, of the overpayment, if applicable.
 - 56.11.2 The process for recovery of the overpayment, if any.
 - 56.11.3 The proposed recovery rate, if any.
- 56.12 The Chief Executive and the employee must make genuine efforts to agree on a reasonable recovery rate having regard for all of the circumstances prior to any recovery being made. Where agreement cannot be reached subclause 56.15 applies.
- 56.13 Any such agreement in accordance with subclause 56.12 may include recovery of the overpayment by the chief executive using one of the following methods:
- 56.13.1 A lump sum payment by the employee.

- 56.13.2 A payroll deduction from the employee's pay.
- 56.14 In respect to recovery action it may be agreed with the employee to adjust their leave credits instead of, or in combination with, a cash recovery under subclause 51.13, subject to the cashing out leave limitation provisions in the Agreement.
- 56.15 Where the Chief Executive and the employee cannot agree about the arrangements for recovery of an overpayment, the overpayment must be recovered in accordance with an arrangement as determined by the Chief Executive under section 246 of the PSM Act.
- 56.15.1 Where recovery occurs in accordance with subclause 56.15 the overpayment will be recovered at the rate of up to 10% of the employee's gross fortnightly pay, or such other rate determined by the Chief Executive having regard for all of the circumstances.
- 56.16 Despite subclause 56.2 and subclause 56.15, the recovery period will not usually exceed 26 pay periods.
- 56.17 Any outstanding money owing to CIT when an employee ceases employment is to be recovered by deduction from any final entitlements payable to the employee. If a debt still exists further debt recovery action is to be taken unless the Chief Executive does one of the following:
- 56.17.1 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.
- 56.17.2 Determines that an overpayment is not recoverable. If an overpayment is not recoverable, the provisions of the relevant directorate's Financial Instructions, relating to the write off of monies, will apply.

57. **Underpayments**

- 57.1 Where the Chief Executive agrees that an employee has been underpaid on the employee's ordinary hourly rate of pay, and the employee requests, an offline payment for the amount owing will be made to the employee within three business days of the Chief Executive receiving the request.
- 57.2 Where an 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 business days of the Chief Executive receiving the request.

58. Payroll Deduction for Union Fees

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

59. Superannuation

59.1 CIT will provide employer superannuation contributions in accordance with the relevant legislative requirements.

59.2 This clause does not apply to employees who are members of the Public Sector Superannuation Accumulation Plan (PSSap), unless they are eligible to be members of the PSSap as a fund of choice.

59.3 This clause does not apply to preserved members of other Superannuation Plans, including CSS and PSSdb. Employees covered by those Superannuation plans, will receive the employer contributions specified by the fund rules for the relevant Superannuation plan.

59.4 An employee may choose any approved superannuation fund as long as the fund can accept employer contributions by EFT. If the employees chosen fund cannot or will not accept additional contributions as outlined in subclause 59.5 and 59.10, then the employee will be advised of their right to change funds, to enable such contributions to be made.

59.5 CIT's employer contribution will be:

59.5.1 The superannuation guarantee contribution in accordance with the Superannuation Guarantee (Administration) Act 1992, (which at the commencement of this Agreements 10%).

59.5.2 An additional 1.5%.

59.5.3 A further 1% pro rata per pay, based on the employee's gross fortnightly Ordinary Time Earnings (OTE) (or other methods where prescribed by the nominated superannuation fund rules), for each pay period where the employee contributes 3% or more of their fortnightly OTE to their nominated superannuation fund (either in pre or post tax dollars) and where it is processed through the ACT Government's payroll system.

59.6 The additional contribution in subclause 59.5.2 will increase:

59.6.1 to 1.25% on 1 July 2018; and

59.6.2 to 1.50% on 1 July 2019; and

59.6.3 to 2% on 1 July 2020.

- 59.7 If the legislated minimum Superannuation Guarantee rate is increased during the life of this agreement, the increase will be absorbed by the additional contribution provided under subclause 59.5.2 (as increased in accordance with subclause 59.6), but will not affect the "3 for 1" arrangement in subclause 59.5.2.
- 59.8 The salary for superannuation purposes will be calculated on the employee's Ordinary Time Earnings (OTE) within the meaning of the Superannuation Guarantee (Administration) Act 1992.
- 59.9 Employer contributions will not be reduced by any other contributions made through salary sacrifice arrangements.
- 59.10 For employees who take paid or unpaid parental leave (which includes birth, adoption, bonding, primary caregiver and foster care leave), employer contributions (which will be calculated using the same formula as prescribed in subclause 87.21) will be made for a period equal to a maximum of 52 weeks, in accordance with the rules of the appropriate superannuation scheme.
- 59.11 The Government will, through the Chief Minister, Treasury and Economic Development Directorate, consult with unions and employees on changes to superannuation legislation that may be proposed by the Commonwealth.

60. **Payment on Death**

- 60.1 Where an employee dies, or the Chief Executive has directed that an employee will be presumed to have died on a particular date, the Chief Executive may make a payment or partial payment for unused leave credits and other entitlements directly to the dependants or the domestic partner, or to the legal personal representative, or to the estate, of the former employee of an amount that would have been paid had the employee ceased employment otherwise than because of the employee's death. The payment in respect of unused LSL will be calculated in accordance with subclause 98.9.

Section E: Flexible Working Arrangements and Employee Support

61. Work and Life Balance

- 61.1 CIT is committed to providing flexible working arrangements which allow employees to manage their work and personal commitments. This must be balanced against the operational requirements for CIT to deliver its services to the Canberra community.
- 61.2 CIT recognises the need to provide sufficient support and flexibility at the workplace to assist employees in achieving work and life balance and to meet their caring responsibilities. While family friendly initiatives are important aspects of work and life balance, it is also important that all employees, at all stages in their working lives, are supported through this Agreement.

62. Request for Flexible Working Arrangements

- 62.1 An employee may apply to the Chief Executive for flexible working arrangements to support their work and life balance. The Chief Executive must give the employee a written response to the request within twenty-one calendar days of receiving the request, stating whether the request is approved and the reasons if the request is refused.
- 62.2 Nothing in this clause diminishes any provisions expressed elsewhere in this Agreement, where those entitlements are entitlements in their own right.
- 62.3 An employee may request flexible working arrangements, in accordance with the FW Act, in the following circumstances. The employee:
- 62.3.1 Seeks working arrangements to suit their personal circumstances; or
 - 62.3.2 has a parental or other caring responsibility for a child of school age; or younger; or
 - 62.3.3 has a caring responsibility for an individual with a disability, a terminal or chronic medical condition, mental illness or is frail and aged; or
 - 62.3.4 has a disability; or
 - 62.3.5 is over the age of 55; or
 - 62.3.6 is experiencing family violence; or
 - 62.3.7 is providing personal care, support and assistance to a member of their immediate family or household because they are experiencing family violence.

- 62.4 To assist employees in balancing work and personal commitments, flexible working arrangements are provided throughout this Agreement. Examples of these flexible working and leave arrangements include, but are not limited to:
- 62.4.1 flexible starting and finishing times;
 - 62.4.2 ability to take a few hours off work, and make it up later;
 - 62.4.3 home based work on a short or long-term basis;
 - 62.4.4 part-time work;
 - 62.4.5 job sharing;
 - 62.4.6 purchased leave;
 - 62.4.7 annual leave;
 - 62.4.8 long service leave;
 - 62.4.9 leave without pay; and
 - 62.4.10 leave not provided for elsewhere.
- 62.5 The flexible working arrangement will be recorded in writing and run for a specified duration of up to three years. At the end of the flexible working arrangement's period of operation, unless a new flexible working arrangement is entered into, the default will be that the employee returns to their nominal status.
- 62.6 Approved flexible working arrangements may be reviewed annually at which time the circumstances under which the flexible working arrangements were originally granted will be examined and reassessed.
- 62.7 Employees that have an existing flexible working arrangement at the commencement of this Agreement will have that arrangement reviewed within 12 months of commencement of this Agreement.
- 62.8 The Chief Executive may only deny an employee's request flexible working arrangements or a variation to existing flexible workplace arrangements where there are reasonable business grounds for doing so.
- 62.9 Reasonable business grounds to deny a request are that:
- 62.9.1 the new working arrangements requested by the employee would be too costly to implement, or would likely result in a significant loss in efficiency or productivity, or would likely have a significant negative impact on service;
 - 62.9.2 there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested by the employee;

- 62.9.3 it would be impractical to change the working arrangements of other employees or recruit new employees to accommodate the new working arrangements requested by the employee;
 - 62.9.4 it would be a genuine risk to the health and safety of an employee(s); or
 - 62.9.5 demonstrable exceptional circumstances have arisen that mean the request cannot be approved
- 62.10 Where a request is not approved the Chief Executive will consult with the employee to explore alternative arrangements.

63. **Management of Excessive Hours**

- 63.1 CIT recognises the importance of employees balancing work and personal life. The appropriate balance is a critical element in developing and maintaining healthy and productive workplaces. While it is acknowledged that peak workload periods may necessitate some extra hours being worked by some employees, this should be regarded as the exception rather than the rule.
- 63.2 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:
- 63.2.1 review of workloads and priorities;
 - 63.2.2 re-allocation of resources;
 - 63.2.3 consideration of appropriate arrangements for time off in lieu or other recompense;
 - 63.2.4 review of staffing levels and/or classifications within the work group.
- 63.3 The Chief Executive will consult with the CIT Consultative Committee (CITCC) about the development and implementation of appropriate strategies to deal with issues associated with both paid and unpaid overtime.

64. **Regular Part-Time Employment***

- 64.1 Employees engaged on a part-time basis will receive, on a proportionate basis, equivalent pay and conditions to those of full time employees, unless specifically stated elsewhere in this Agreement.

- 64.2 A person may be employed in any classification as a part-time employee for an agreed number of regular hours that is less than the ordinary weekly hours specified in this Agreement.
- 64.3 Proposals to reduce hours below full-time employment may be initiated by the Chief Executive for operational reasons.
- 64.4 The Chief Executive will obtain the written agreement of a full-time employee before the employee converts to part-time.
- 64.5 No pressure will be exerted on full-time employee to convert to part-time employment or to transfer to another position to make way for part-time employment.
- 64.6 The agreed period, 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.

Note: An employee who wishes to work part-time may apply for a flexible working arrangement in accordance with subclause 61.1.

Variation to Part-Time Hours

- 64.7 Proposals to vary a part-time employment arrangement may be initiated by the Chief Executive for operational reasons or by an employee for personal reasons.
- 64.8 Where an employee initiates a proposal the Chief Executive will, have regard to the personal reasons put by the employee in support of the proposal and to CIT's operational requirements.
- 64.9 The Chief Executive will obtain the written agreement of the employee before the employee's hours are varied.
- 64.10 No pressure will be exerted on an employee to vary the employee's hours of employment or to transfer to another position to make way for part-time employment.
- 64.11 The agreed period, 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.

65. Job Sharing

- 65.1 In this clause employee refers to employees other than casual employees.
- 65.2 Job sharing arrangements may be introduced by agreement between the Chief Executive and the employee involved, subject to operational requirements. Employees working under job sharing arrangements share one job and will be

considered to be part-time with each working part-time on a regular, continuing basis.

- 65.3 An employee must request in writing permission to work in a job sharing arrangement. The Chief Executive will agree to reasonable requests for regular job sharing arrangements, subject to operational requirements.
- 65.4 The pattern of hours for the job sharing arrangement will be agreed between the employee and the Chief Executive. However, any single attendance at the office-based worksite will be for not less than three consecutive hours.
- 65.5 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.
- 65.6 In the event that either employee ceases to participate in the job sharing arrangement, the arrangement will terminate.

66. Part-Time Employment Following Birth Leave, Primary Caregiver Leave, Adoption or Permanent Care Leave or Parental Leave

- 66.1 Subject to this clause, the Chief Executive will approve an application by an employee employed on a full-time basis who returns to work after accessing birth leave, primary caregiver leave, adoption or permanent care leave or parental leave, to work on a part-time basis up to the date which is three years from the birth or adoption of a child or the granting of parental responsibility of a foster child.
- 66.2 If the Chief Executive deems that an application by an employee to access part-time work under this clause can only be accommodated if the officer agrees to become unattached, then the application will only be approved where the employee so agrees.
- 66.3 The maximum aggregate period of part-time employment that may be approved for an employee under subclause 66.1 is seven years.
- 66.4 Either the employee who accesses primary care giver leave under clause 89, or adoption and permanent care leave under clause 93, or the employee who is entitled to and accesses birth leave under clause 87 will be entitled to access part-time employment as provided in subclause 66.1.
- 66.5 The agreed period, 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.

67. Home Based Work*

- 67.1 The diverse nature of work conducted in CIT lends itself to a range of working environments. From time to time workplaces will include work undertaken in the field and in the home.
- 67.2 Home-based work, on a regular basis, is a voluntary arrangement that requires the agreement of both the Chief Executive and the employee. The Chief Executive will consider requests by employees for home based work, having regard to operational requirements and the suitability of the work.
- 67.3 In determining appropriate home based work arrangements, the Chief Executive and the employee will consider a range of matters, including:
- 67.3.1 appropriate and effective communication with office based employees;
 - 67.3.2 the need to ensure adequate interaction with colleagues;
 - 67.3.3 the nature of the job and operational requirements;
 - 67.3.4 privacy and security considerations;
 - 67.3.5 health and safety considerations;
 - 67.3.6 the effect on clients; and
 - 67.3.7 adequate performance monitoring arrangements.
- 67.4 # To ensure paragraph 67.3.5 is adequately considered, home based work arrangements will only be approved where a Work Health and Safety (WHS) assessment is conducted on the proposed worksite.
- 67.5 # A WHS assessment under this clause may, as determined by the Chief Executive, be conducted by either:
- 67.5.1 The employee via a recognised self-assessment tool provided by CIT;
 - 67.5.2 A suitably qualified/authorised CIT employee; or
 - 67.5.3 A suitably qualified/authorised external entity.
- 67.6 # To ensure WHS practices are maintained throughout a home based work arrangement a WHS assessment may also be required at any time during the arrangement. This may include a worksite inspection by CIT, with reasonable notice and the prior agreement of the employee.
- 67.7 Home based work arrangements may be terminated by the Chief Executive on the basis of operational requirements, inefficiency of the arrangements, failure of the employee to comply with the arrangements, as a result of an unsatisfactory WHS assessment, or where a worksite inspection is not agreed.

- 67.8 An employee may terminate home based work arrangements at any time by giving reasonable notice to the Chief Executive.
- 67.9 # There may also be occasions where it is appropriate for an employee to work from home on an ad hoc basis. In these circumstances, while arrangements to work from home are to be negotiated on a case-by-case basis between the employee and the manager/supervisor, a WHS assessment may still be required.
- 67.10 CIT will provide home computing facilities where an employee and the employee's manager/supervisor agree there is a need for such facilities. Provision of equipment by CIT will be subject to workplace health and safety requirements and to an assessment of technical needs by the manager/supervisor.

68. Employee Assistance Program

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

69. Scheduling of Meetings

- 69.1 To assist employees to meet their personal responsibilities, where possible, all meetings in CIT are to be scheduled at times that take into account those responsibilities.

70. Vacation Childcare Subsidy

- 70.1 This clause applies to an employee (other than a casual employee or a temporary employee who has been engaged by CIT for a period of less than twelve months) with school age children who makes a timely application, with regard to applicable work and/or rostering arrangement, based on their accrued annual leave, purchased leave or long service leave during school holidays that is rejected. In these circumstances the Chief Executive will make payment to the employee for each calendar year based on:

- 70.1.1 fifty two dollars per day towards the cost of each school child enrolled in an accredited school holiday program;
- 70.1.2 up to a maximum of \$260 per child per five days;
- 70.1.3 up to a maximum of ten days per child per year;
- 70.1.4 up to a maximum of three children; and
- 70.1.5 reimbursement on production of a receipt.

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

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

- 70.4 The payment will be made regardless of the length of time the child is in the program each day, but it cannot exceed the actual cost incurred.
- 70.5 An employee whose domestic partner receives a similar benefit from the partner's employer is not eligible for the payment.

71. Family Care Costs

- 71.1 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.

72. Nursing Employees

- 72.1 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.
- 72.2 Where practicable CIT will establish and maintain a room for nursing employees. Where there is no room available another appropriate space may be used.
- 72.3 Up to one hour, per day/shift, paid lactation breaks that are non-cumulative will be available for nursing employees.

73. Transfer to a Safe Job during Pregnancy

- 73.1 This clause provides arrangements to enable a pregnant employee to have their duties modified or to be transferred to an appropriate safe job during their pregnancy or enable them to be absent from their workplace if an appropriate safe job is not available.

Eligibility

- 73.2 In accordance with the National Employment Standards of the FW Act (NES), this clause applies to pregnant employees when they:
- 73.2.1 have given notice that they will be applying for birth leave; and
- 73.2.2 provide evidence from a registered health professional or registered medical professional to the Chief Executive that they are fit for work but that it is inadvisable for the employee to continue with some or all of their duties in their present position during a stated period because of illness or risks arising out of the pregnancy or hazards connected with that position.
- 73.3 In these circumstances, the employee is entitled to have their duties modified or to be transferred to an appropriate safe job for the stated period with no detriment to their current terms and conditions of employment.

Paid Absence for 'No Safe Job' Purposes

- 73.4 If the Chief Executive determines that an appropriate safe job is not available, and when the employee has completed twelve months of continuous service, the employee is entitled to take paid absence for 'no safe job' purposes for the stated period at a rate of payment that is the same rate as would be paid if the employee was granted personal leave. This period of paid absence will count as service for all purposes.
- 73.5 If the Chief Executive determines that an appropriate safe job is not available, and the employee has not completed twelve months of continuous service, the employee is entitled to take unpaid absence for 'no safe job' purposes. This period of absence will not count as service for any purposes but will not break continuity of service.
- 73.6 The employee's entitlements under this clause cease when the employee's pregnancy ends before the end of the stated period.

Section F: Leave

74. Part-Time Employees

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

75. Leave below One Day[#]

75.1 Employees in Educational Development and Support (EDS) designated positions 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.

76. Non-approval of Leave

76.1 Where a request is not approved the Chief Executive 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 Chief Executive will consult with the employee to determine mutually convenient alternative arrangements.

77. Personal Leave

Purpose

- 77.1 Personal leave is available to employees to enable them to be absent from duty:
- 77.1.1 because the employee is unfit for work because of a personal illness, or personal injury;
 - 77.1.2 to provide care or support to a member of the employee's immediate family, or a member of the employee's household:
 - 77.1.2.1 who is ill or injured; or
 - 77.1.2.2 who is affected by an unexpected emergency; or
 - 77.1.3 in extraordinary and unforeseen circumstances in accordance with clause 78.
- 77.2 Personal leave supports the Territory's commitment to a healthy workplace and workforce.

Eligibility

77.3 Personal leave is available to employees other than casual employees.

Entitlement

- 77.4 An employee may be granted personal leave up to their available credit from the first day of service.
- 77.5 Personal leave is cumulative and there is no cap on the personal leave balance an employee may accrue.
- 77.6 On engagement under the PSM Act, employees who have prior service recognised for personal leave purposes will be credited with any personal leave balance accrued with the previous employer. On the employee's normal accrual date, the employee will then receive personal leave in accordance with subclause 77.9. Where the employee's personal leave prior to engagement with the CIT was accrued on a progressive basis, rather than credited prospectively, the employee will also be credited with an amount of personal leave which is the difference between 3.6 weeks and any personal leave already accrued with the previous employer for their current accrual year.

Note: For the purposes of this clause 'normal accrual date' means the accrual date with the previous employer as recognised as part of the prior service.

- 77.7 If a person is retired from the Sector on grounds of invalidity, and is re-appointed as a result of action taken under the Superannuation Act 1976 or the Superannuation Act 1990, they are entitled to be re-credited with unused personal leave credit held prior to the invalidity retirement.
- 77.8 Except for a short-term temporary employee and an employee to whom subclause 77.6 applies, an employee's personal leave balance will be credited with an equivalent of 3.6 weeks of personal leave on the day they commence with the Territory.
- 77.9 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.
- 77.10 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.
- 77.11 A part-time employee or part-time temporary employee will accrue personal leave calculated on a pro-rata basis.

Short-term Temporary Employees

- 77.12 A short-term temporary employee will be credited with 0.2 weeks of personal leave on commencement and a further 0.8 weeks of personal leave after four weeks continuous service. thereafter the employee will be credited with 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.

- 77.13 After twelve months continuous service short-term temporary employees will receive 5.2 weeks of personal leave with pay. For every subsequent twelve months of service, short-term temporary employees will receive personal leave in accordance with subclause 77.9.
- 77.14 A short-term temporary employee subsequently appointed under the PSM Act prior to completing twelve months service will have their personal leave balance brought up to the equivalent of 3.6 weeks, less any personal leave with pay granted under subclause 77.4. For subsequent accruals that short-term temporary employee will receive personal leave on the same basis as an employee on the anniversary of the commencement of their employment.

When Personal Leave Credits Have Been Exhausted

- 77.15 Where personal leave credits have been exhausted, the Chief Executive may, subject to the production of documentary evidence, grant an employee a period of unpaid personal leave for personal illness or injury or for the care of a member of the employee's immediate family or household who is ill or injured or affected by an unexpected emergency. This is in addition to the entitlement to unpaid carer's leave that employees have under the National Employment Standards.
- NOTE: In such circumstances, alternative arrangements are also provided for at subclause 77.44.
- 77.16 Despite subclause 77.15, the Chief Executive may allow an employee, when the employee provides documentary evidence that the employee has a personal illness or injury, or needs to provide care or support to a member of the employee's immediate family or household, to anticipate up to a maximum of 3.6 weeks paid personal leave where all full pay personal leave credits are exhausted.
- 77.17 Temporary employees may be granted up to an aggregate of twenty days without pay in the first twelve months.
- 77.18 The Chief Executive may, when a personal illness or injury poses a serious threat to the employee's life, grant an employee an additional period of paid personal leave for personal illness or injury. This leave may be at either full or half pay. Such leave will not be granted if the absence is due to a condition for which the employee is receiving compensation under the Safety, Rehabilitation and Compensation Act 1988.

Other Provisions

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

Evidence and Conditions

- 77.21 An employee must give notice of the intention to take personal leave. The notice must be provided to their manager/supervisor as soon as practicable (which in the case of personal illness or injury may be a time immediately after the leave has commenced) and must advise the duration, or expected duration, of the leave.
- 77.22 The Chief Executive may grant personal leave if they are satisfied there is sufficient cause, having considered any requested or required documentary evidence.
- 77.23 An employee must provide requested or required documentary evidence in a timely manner. To unduly withhold the provision of documentary evidence may result in the personal leave application not being approved for payment.
- 77.24 The Chief Executive will accept the following documentary evidence as proof of personal illness or injury or the need to care or support for a member of the employee's immediate family or household who is ill or injured or who is affected by an unexpected emergency:
- 77.24.1 a certificate from a registered medical practitioner or registered health professional who is operating within their scope of practice; or
 - 77.24.2 a statutory declaration made by the employee if it is not reasonably practicable for the employee to give the Chief Executive a certificate.
- 77.25 Unless otherwise approved by the Chief Executive, an employee may only access a maximum of three consecutive days of paid personal leave on each occasion up to an accumulated maximum of seven days in any accrual year, without providing documentary evidence. Absences for personal leave without documentary evidence in excess of three consecutive days, or seven days in any accrual year will be without pay.
- 77.26 The Chief Executive may, with reasonable cause, request the employee to provide a medical certificate from a registered medical practitioner or a statutory declaration for any absence from duty on personal leave at the time of notification of the absence.
- 77.27 Any personal leave without pay that goes beyond a maximum continuous period of combined paid and unpaid personal leave of 78 weeks will not count as service for any purpose.
- 77.28 The Chief Executive must approve an application for up to five days of personal leave for the purpose of bonding leave in accordance with subclause 91.4.
- 77.29 The Chief Executive may refer an employee for a medical examination by a nominated registered medical practitioner or registered health professional, or nominated panel of registered medical practitioners or registered health professionals, at any time for reasons including where:

- 77.29.1 the Chief Executive is concerned about the wellbeing of an employee and considers that the health of the employee is affecting, or has a reasonable expectation that it may affect, the employee's ability to adequately perform their duties;
- 77.29.2 the Chief Executive considers that documentary evidence supplied in support of an absence due to personal illness or injury is inadequate; or
- 77.29.3 the employee has been absent on account of illness for a total of thirteen weeks in any twenty six week period.

77.30 The Chief Executive may require the employee to take personal leave after considering the results of a medical examination requested by the Chief Executive.

Rate of Payment

- 77.31 Personal leave will be granted with pay except where it is granted without pay under subclauses 77.15, 77.17 or 77.25.
- 77.32 Subject to the approval of the Chief Executive, an employee may request to use personal leave at half pay for absences of at least one week. Such absences will be deducted from the employee's accrued credits at a rate of 50% of the period of absence.
- 77.33 Any personal leave taken must be deducted from the employee's credit.

Effect on Other Entitlements

- 77.34 Personal leave with pay will count as service for all purposes.
- 77.35 Personal leave without pay, other than provided for at subclause 77.27, will count as service for all purposes.
- 77.36 Where an employee is absent on paid personal leave and a public holiday for which the employee is entitled to be paid falls within that period of absence:
 - 77.36.1 the employee will be paid as a normal public holiday for that day; and
 - 77.36.2 the public holiday will not be deducted from the employee's personal leave credits.
- 77.37 Where the personal leave under subclause 77.36 is without pay both sides of the public holiday or Christmas shutdown period, the public holiday, or the Christmas shutdown period, will also be without pay.

- 77.38 While personal leave will not be deducted over the Christmas shutdown period, the Christmas shutdown does not break continuity of the period of absence in relation to the maximum period(s) of leave under subclause 77.27.

Interaction with Other Leave Types

- 77.39 An employee who suffers personal illness or injury, or provides care or support for a member of the employee's immediate family or household who is ill or injured or who is experiencing an unexpected emergency, for one day or longer while on:

77.39.1 annual leave; or

77.39.2 purchased leave; or

77.39.3 long service leave; or

77.39.4 unpaid birth leave; or

77.39.5 unpaid parental leave; or

77.39.6 grandparental leave; and

who produces a certificate from a registered medical professional or a registered health professional operating within their scope of practice, or in the case of an unexpected emergency other satisfactory evidence, may apply for personal leave.

- 77.40 Where an employee is on a form of leave specified in subclauses 77.39 and:

77.40.1 the employee is subsequently granted personal leave in accordance with subclause 77.29; and

77.40.2 the personal leave falls within a part or all of the period of the other form of leave

then that other leave will be re-credited for that period of the personal leave that falls within the period of the other leave.

- 77.41 An employee cannot access paid personal leave while on paid birth leave or primary care giver's leave, or adoption leave or permanent care leave, but can apply for personal leave during unpaid birth leave or parental leave.
- 77.42 If the employee has exhausted all paid personal leave, personal leave without pay cannot be substituted for unpaid birth leave.
- 77.43 If an employee exhausts the employee's paid personal leave entitlement and produces documentary evidence, as per subclause 77.24, as evidence of continuing personal illness or injury, or requirement to care or provide support to a member of the employee's immediate family or household, the employee may apply to the Chief Executive for approval to take annual leave or long service leave. If approved, this leave will not break the continuity of the 78 weeks under subclause 77.27.

78. Personal Leave in Extraordinary Circumstances

- 78.1 Employees, other than casual employees, are eligible for personal leave in extraordinary and unforeseen circumstances.
- 78.2 Personal leave in extraordinary and unforeseen circumstances is non-cumulative and is deducted from the employees personal leave balance.
- 78.3 The Chief Executive may grant a maximum of 4 days of personal leave, other than for personal illness or the care of a member of the employee's immediate household who is sick or requires support, in an accrual year, in extraordinary, unforeseen or unexpected circumstances and where it is essential that the employee have leave from the workplace. These 4 days are in addition to the 7 days personal leave without documentary evidence.
- 78.4 While personal leave in extraordinary and unforeseen circumstances does not normally require documentary evidence, the Chief Executive may request reasonable evidence before granting the leave.
- 78.5 Personal leave in extraordinary circumstances must be granted with pay.

79. Infectious Disease Circumstances

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

80. Annual Leave

Purpose

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

Eligibility

- 80.2 Annual leave is available to employees other than casual employees.

Entitlement

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

- 80.5 An employee's annual leave credit accrues on a daily basis according to the formula set out below:
- $(A \times B \times D) / C$ = total hours of leave accrued per day, where:
- A = number of ordinary hours per week worked; and
- B = one where the day counts as service or zero where the day does not count as service or is an unauthorised absence;
- C = number of calendar days in the year; and
- D = number of weeks of annual leave an employee is entitled to a year.
- 80.6 For the purpose of subclause 80.5 the basic leave entitlement is:
- 80.6.1 in the case of 36.75 hour workers, 147 hours annual leave for each full year worked.
- 80.7 If an employee moves from one ACTPS Directorate to CIT, annual leave accrued with the first Directorate will transfer to CIT, the reverse also applies.
- 80.8 An annual leave credit does not accrue to an employee if the employee is absent from duty on leave for specified defence service, or full-time defence service. If the employee resumes duty after a period of specified defence service, annual leave will accrue from the date the employee resumes duty.
- 80.9 Employees will receive payment on separation from CIT of any unused annual leave entitlement.

Evidence and Conditions

- 80.10 Employees are encouraged to use their annual leave in the year that it accrues, and to this end should discuss their leave intentions with their manager/supervisor as soon as practicable.
- 80.11 An employee must make an application to the Chief Executive to access their annual leave entitlement.
- 80.12 Having considered the requirements of this clause the Chief Executive may approve an employee's application to access annual leave.
- 80.13 The Chief Executive should approve an employee's application to take annual leave, subject to operational requirements.
- 80.14 If the Chief Executive does not approve an employee's application for annual leave because of operational requirements, the Chief Executive will consult with the employee to determine a mutually convenient alternative time (or times) for the employee to take the leave.

- 80.15 The Chief Executive must, unless there are exceptional operational circumstances, approve an application for annual leave if it would enable an employee to reduce their annual leave credit below two and a half years worth of annual leave credit. However, in the case of exceptional operational circumstances, the Chief Executive will consult with the employee to determine the time (or times) for the annual leave to be taken that is mutually convenient to both the college and the employee.
- 80.16 If an employee's annual leave is cancelled without reasonable notice, or an employee is recalled to duty from leave, the employee will be entitled to be reimbursed reasonable travel costs and incidental expenses not otherwise recoverable under any insurance or from any other source.
- 80.17 If the operations of CIT, or part of CIT, are suspended at Christmas or another holiday period, the Chief Executive may direct an employee to take annual leave at a time that is convenient to the working of CIT, whether or not an application for leave has been made. However, this does not affect any other entitlements to leave under this Agreement.
- 80.17.1 Where an employee is directed to take annual leave but has insufficient annual leave credit then the "shortfall" will be counted as Other Leave - Take leave where leave cannot be granted under any other provision. This type of Other Leave will count as service for all purposes.
- 80.18 If an employee has the equivalent of two years accrued credit of annual leave 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 an accrued two and a half years' worth of annual leave credit.
- 80.19 If an employee does not agree to a reasonable annual leave usage plan the Chief Executive may direct an employee who has accrued two and a half years worth of accrued annual leave credit to take enough annual leave to reduce the accrued leave credit to the equivalent of two years' accrued credit, subject to giving the employee one calendar month notice. This clause does not apply to an employee who is on graduated return to work following compensation leave.
- 80.20 An employee who has an annual leave credit in excess of 2.5 years of accrued entitlement:
- 80.20.1 at the commencement of the Agreement; or
- 80.20.2 on joining, or returning to, CIT; or
- 80.20.3 on returning to duty from compensation leave;
- will have twelve months to reduce the employee's annual leave balance to 2.5 years of accrued entitlement or below.

- 80.21 An employee may not be directed under subclause 80.19 to take annual leave where the employee has made an application for a period of annual leave equal to or greater than the period specified in subclause 80.19 in the past six months and the application was not approved. The manager/supervisor and the employee may agree to vary an annual leave usage plan.

Rate of Payment

- 80.22 Annual leave will be granted with pay.
- 80.23 Payment for the annual leave will be based on the employee's ordinary hourly rate of pay, including allowances that count for all purposes for the time the leave is taken. If an employee is being paid HDA before going on paid leave and would have continued to receive HDA had they not taken leave then the employee is entitled to payment of HDA during the leave.
- 80.24 The Chief Executive may approve an application in accordance with clause 62 for annual leave to be taken at half pay with credits to be deducted on the same basis.

Effect on Other Entitlements

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

Interaction with other Leave Entitlements

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

Payment in Lieu of Annual Leave

- 80.30 An employee may request payment in lieu of their annual leave credit subject to the following:
- 80.30.1 the employee providing the Chief Executive with a written election to do so;
 - 80.30.2 the Chief Executive authorising the election; and

80.30.3 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; and

80.30.4 the cashing out will not result in a reduction in the balance of an employee's remaining annual leave credit below one years accrued entitlement.

80.31 Payment in lieu of annual leave will be based on the employee's ordinary hourly rate of pay, including allowances that count for all purposes at the date of application. The cash out payment will be based on the pay that the employee would have received for a notional period of leave equal to the credit being cashed out on the day the application is made.

81. Annual Leave Loading*

Purpose

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

Eligibility

81.2 # Employees at the Teacher Level 2 or below who are entitled to annual leave under clause 80 (Annual Leave) will be paid an annual leave loading. Part-time employees will be paid the annual leave loading on a pro rata basis.

Entitlement

81.3 # The rate of leave loading payable under subclause 81.2 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 May 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.

81.4 An employee whose employment ceases and who is entitled to payment of accumulated annual leave or pro rata annual leave will be paid any accrued annual leave loading not yet paid and leave loading on pro rata annual leave entitlement due on separation.

Evidence and Conditions

81.5 Annual leave loading accrued will be paid at such a time as the employee nominates, by making a written request to the Chief Executive.

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

Rate of Pay

- 81.7 The amount of an employee's entitlement under subclause 81.2 will be based on the following:
- 81.7.1 subject to maximum explained at subclause 81.3, 17.5 per cent of the employee's ordinary hourly rate of pay on 1 January multiplied by the number of hours of annual leave accrued during the preceding calendar year; or

82. Purchased Leave

Purpose

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

Eligibility

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

Entitlement

- 82.3 Employees may purchase leave in addition to the employee's usual annual leave entitlement, up to a maximum of twelve weeks in any twelve month period, subject to Chief Executive approval.
- 82.4 An employee may apply, at any time, to the Chief Executive for approval to participate in the purchased leave scheme.
- 82.5 The application must specify the amount of leave to be purchased in whole weeks up to a maximum of twelve weeks in any twelve month period, and the period over which the additional leave is to be acquitted.
- 82.6 Approval by the Chief Executive for an employee to purchase and use purchased leave, is subject to both the operational requirements of the workplace and the personal responsibilities of the employee.
- 82.7 Approval to purchase additional leave will not be given where an employee has an annual leave balance of two and a half years worth of annual leave credit or more, except where the employee intends to use all excess annual leave credit before taking purchased leave.
- 82.8 Once an employee commences participation in the scheme, the employee may only opt out of the scheme before the expiration of the agreed acquittal period, where:

- 82.8.1 the employee can demonstrate, in writing, that exceptional circumstances exist, such as unforeseen financial hardship, and the Chief Executive agrees; or
 - 82.8.2 the employee's employment with CIT ceases before the expiration of the agreed acquittal period; or
 - 82.8.3 the employee proceeds on paid birth or primary care giver leave.
- 82.9 If an employee transfers from one ACTPS Directorate or CIT to another ACTPS Directorate during the agreed acquittal period, the employee's continuation in the purchased leave scheme will be subject to the separate approval of the gaining Directorate. Where such approval is not given, any money owing to the employee in respect of purchased leave not taken will be refunded to the employee as soon as practicable. Any shortfall in payments will be deducted from monies owing to the employee.

Evidence and Conditions

- 82.10 An employee should discuss with their manager/supervisor, as soon practicable, their intention to be absent on purchased leave.
- 82.11 An employee must make an application to the Chief Executive to access their purchased leave entitlement.
- 82.12 Having considered the requirements of this clause the Chief Executive may approve an employee's application to access purchased leave. A decision not to approve the leave must be made in accordance with subclause 76.1.
- 82.13 Approval by the Chief Executive to grant purchased leave will be subject to the operational requirements of the workplace, the personal responsibilities of the employee and appropriate periods of notice.
- 82.14 A minimum of one week of purchased leave, or the pro-rata equivalent for part-time employees, must be taken at any one time unless the remaining balance is less than one week or the Chief Executive is satisfied, on evidence presented, there are exceptional circumstances which warrant purchased leave being taken in shorter periods.
- 82.15 Purchased leave must be used within the agreed acquittal period, not exceeding twelve months from the date of commencement in the scheme. Purchased leave not taken within the agreed acquittal period will be forfeited and the value of the leave refunded to the employee at the end of the acquittal period.

Rate of Pay

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

- 82.17 Purchased leave will be paid for by a fortnightly deduction from the employee's pay over an agreed acquittal period not exceeding twelve months from the date the employee commences participation in the scheme.
- 82.18 Fortnightly deductions, from the employee's pay, will commence as soon as practicable following approval of the employee's application to participate in the purchased leave scheme. The deductions will be calculated on the employee's pay at the date of commencement of participation in the scheme, the amount of leave to be purchased and the agreed acquittal period.
- 82.19 Despite subclause 82.18, if the employee's pay changes during the acquittal period the employee may apply to the Chief Executive for the deduction to be recalculated.
- 82.20 Fortnightly tax deductions will be calculated on the employee's gross pay after the deduction has been made for purchased leave.
- 82.21 Subject to subclause 82.22, allowances in the nature of pay may be included in the calculation of purchased leave payments where:
- 82.21.1 the Chief Executive and the employee agree any or all of these allowances are appropriate; and
 - 82.21.2 there is the likelihood the allowance will continue to be received over the duration of the acquittal period.
- 82.22 Disability allowances, which are paid according to the hours worked, cannot be included for the purposes of calculating purchased leave payments.

Effect on Other Entitlements

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

Interaction with Other Leave Types

- 82.27 Where an employee provides a certificate from a registered medical practitioner or registered health professional operating within their scope of practice for a personal illness or injury or for the purpose of providing care or support for a member of the employee's family who is ill or injured or who is experiencing an unexpectd emergency during a period of absence on purchased leave, the

employee will have the purchased leave re-credited for that period covered by the certificate, and substituted by personal leave.

- 82.28 An employee participating in the scheme who proceeds on paid birth or primary care giver's leave will elect to, either:
- 82.28.1 exit the purchased leave scheme and have any money owing refunded; or
 - 82.28.2 subject to subclause 82.29, remain in the scheme and have pay deductions continue during the period of paid maternity or primary care giver's leave.
- 82.29 Purchased leave taken during an employee's absence on birth or primary care giver's leave will not extend the employee's total period of birth leave or primary care giver's leave.
- 82.30 An employee participating in the scheme who is in receipt of paid workers' compensation will have pay deductions for purchased leave continue. Normal conditions for purchased leave will apply for employees on graduated return to work programs; however entry into the scheme should be discussed with the rehabilitation case manager.

83. **Public Holidays***

Eligibility

- 83.1 # Public holidays are available to employees other than casual employees except under subclause 83.6.

Entitlement

- 83.2 Employees are entitled to be absent from duty on a day, or part of a day, that is a public holiday, in accordance with the FW Act.
- 83.3 The following days will be observed as public holidays under this agreement:
- 83.3.1 1 January (New Year's day), and, if that day falls on a Saturday or Sunday, the following Monday;
 - 83.3.2 26 January (Australia Day), or, if that day falls on a Saturday or Sunday, the following Monday;
 - 83.3.3 the 2nd Monday in March (Canberra Day);
 - 83.3.4 Good Friday;
 - 83.3.5 the Saturday following Good Friday;
 - 83.3.6 the Monday following Good Friday;

- 83.3.7 25 April (Anzac Day), or, if that day falls on a Saturday or Sunday, the following Monday;
- 83.3.8 27 May (Reconciliation Day), or, if that day is not a Monday, the following Monday;
- 83.3.9 the 2nd Monday in June (the day for the observance of the anniversary of the birthday of the Sovereign);
- 83.3.10 the 1st Monday in October (Labour Day);
- 83.3.11 25 December (Christmas Day), and,
- 83.3.12 if that day falls on a Saturday, the following Monday; or
- 83.3.13 if that day falls on a Sunday, the following Tuesday;
- 83.3.14 26 December (Boxing Day), and,
- 83.3.15 if that day falls on a Saturday, the following Monday; or
- 83.3.16 if that day falls on a Sunday, the following Tuesday.
- 83.4 In addition to the public holidays provided for under subclause 83.3, employees are entitled to be absent from duty on:
- 83.4.1 the next business day after Boxing Day, or where:
- 83.4.2 Boxing Day falls on a Saturday, the following Tuesday; or
- 83.4.3 Boxing Day falls on a Sunday, the following Wednesday;
- 83.4.4 any other day, or a part of any other day, declared to be a public holiday in the ACT under the Holidays Act; and
- 83.4.5 any other day, or a part of any other day, declared to be a holiday by the PSM Act.
- 83.5 Where a day identified in subclause 83.3 is replaced by another day by an amendment to the Holidays Act, the replacement day will be observed as the public holiday in its place.
- 83.6 # Employees employed on a casual basis, engaged to work on a day prescribed at subclause 83.3, are entitled to payment for teaching which would otherwise have been performed on that day.

Rate of Payment

- 83.7 Subject to subclauses 83.8 and 83.9, where an employee who is entitled to be absent from duty on a day, or a part of a day, that is a public holiday, and the employee is absent from duty, the employee will be paid at the employee's

ordinary hourly rate for the employee's ordinary hours of work on that day or part-day.

83.8 A part-time employee will be entitled to observe a public holiday without loss of pay if the employee would usually have been required to work on the day of the week on which the public holiday falls. To remove any doubt, a part-time employee whose regular part-time hours do not fall on a public holiday will not be paid for that public holiday.

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

83.10 If a public holiday occurs on the day immediately before or immediately after an employee is on a period of leave without pay the employee is entitled to be paid for the public holiday.

Effect on Other Entitlements

83.11 Subject to subclause 83.12, public holidays count as service for all purposes.

83.12 A public holiday will not count as service if it occurs while the employee is on a period of leave not to count as service.

84. Christmas Shut Down[#]

84.1 All permanent and temporary employees will observe a two-week Christmas shutdown period as advised in the CIT Teaching Calendar.

84.2 Payment for Christmas shutdown will normally be at full pay unless the employee is on leave immediately before and after the shutdown period in which case the following will occur:

84.2.1 Where an employee is on annual leave or personal leave at full pay, payment for the shutdown will be at full pay, with no deduction of personal or annual leave credits.

84.2.2 Where an employee is on annual or personal leave at half pay, payment for shutdown will be at full pay with no deduction of personal or annual leave credits.

84.2.3 Where an employee is on other forms of leave, payment for shutdown will be based on the rate of pay for which the leave has been approved e.g. full pay, half pay or without pay. Leave entitlements will be deducted for the shutdown period in these circumstances.

84.3 An employee who is required to work normal duty during the shutdown period will access that time in lieu, at a mutually convenient time as negotiated with the employee's supervisor/manager, but generally not later than the end of February; and

- 84.4 In approaching employees to work during the shutdown period supervisors/managers will endeavour to give employees reasonable notice and have regard to the personal circumstances of employees.

85. **Compassionate Leave**

Purpose

- 85.1 Compassionate leave is available to employees to enable them be absent from duty when one of the following applies to a member of an employee's immediate family or household:

85.1.1 They have a personal illness or injury that poses a serious threat to the person's life.

85.1.2 They die, including where a child is stillborn.

- 85.2 Compassionate leave is available to enable them to be absent from duty when they experience a miscarriage or when an employee's domestic partner has experienced a miscarriage.

Eligibility

- 85.3 Compassionate leave is available to all employees.

Entitlement

- 85.4 An employee may be granted compassionate leave from the first day of service.
- 85.5 Compassionate leave is non-cumulative.
- 85.6 Employees are entitled to up to five days of compassionate leave on each occasion of the death of a member of the employee's immediate family or household. The Chief Executive may grant an additional paid or unpaid period of compassionate leave for this purpose.
- 85.7 Employees are entitled to up to two days of compassionate leave on each occasion of personal illness or injury of a member of the employee's immediate family or household that poses a serious threat to the person's life. The Chief Executive may grant an additional paid or unpaid period of compassionate leave for this purpose.

Evidence and Conditions

- 85.8 The employee should discuss with their manager/supervisor, as soon as practicable, their absence or intention to be absent on compassionate leave.
- 85.9 An employee must make an application to the Chief Executive to access compassionate leave.

- 85.10 The Chief Executive may request evidence that would satisfy a reasonable person that an application for compassionate leave is for a purpose specified in subclause 85.1.
- 85.11 Having met the requirements of this clause, the Chief Executive will approve an employee's application to access compassionate leave.
- 85.12 If the employee has not provided the evidence requested under subclause 85.9, a decision not to approve the leave may be taken in accordance with subclause 76.1.

Rate of Payment

- 85.13 Compassionate leave will be granted with pay, except for casual employees and except where it is granted without pay under subclause 85.6 or 85.7.
- 85.14 Compassionate leave is paid at the employee's base rate of pay, including relevant allowances for the ordinary hours the employee would have worked during the leave.

Effect on Other Entitlements

- 85.15 Compassionate leave with pay will count as service for all purposes.
- 85.16 Public Holidays for which the employee is entitled to payment that fall during periods of absence on paid compassionate leave will be paid as a normal public holiday and will not be considered an absence on compassionate leave.

Interaction with Other Leave Entitlements

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

86. Community Service Leave

Purpose

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

Jury Service

Eligibility

86.2 Community service leave for jury service is available to all employees.

Evidence and Conditions

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

86.3.1 submit a leave application for the period of the absence; and

86.3.2 provide sufficient documentary evidence of the reason for the absence.

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

Rate of Payment

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

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

Effect on Other Entitlements

86.7 Community service leave for jury service will count as service for all purposes.

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

Voluntary Emergency Management

Eligibility

86.9 An employee who is a member of a relevant emergency service, including:

86.9.1 a State or Territory Emergency Service;

86.9.2 a fire-fighting service;

86.9.3 a search and rescue unit; or

86.9.4 other volunteer service performing similar functions

is eligible for community service leave for voluntary emergency management.

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

Entitlement

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

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

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

Evidence and Conditions

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

- 86.15 An employee must make an application to the Chief Executive to access their community service leave entitlement for voluntary emergency management.

- 86.16 The employee must, if requested by the Chief Executive, provide sufficient documentary evidence of the reason for the absence.

- 86.17 The Chief Executive may grant paid community service leave for voluntary emergency management to enable the employee to fulfil an obligation in the event of a civil emergency.

- 86.18 Having considered the requirements of this clause the Chief Executive may approve an employee's application to access paid community service leave for voluntary emergency management. A decision not to approve the leave will be taken in accordance with subclause 76.1.

Rate of Payment

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

Effect on Other Entitlements

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

Additional Leave

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

Voluntary Community Service

Eligibility

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

Entitlement

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

Evidence and Conditions

- 86.27 An employee should discuss their intention to be absent on community service leave for voluntary community service, as soon as practicable, with their manager/supervisor.
- 86.28 An employee must make an application to the Chief Executive to access their community service leave for voluntary community service entitlement.
- 86.29 The Chief Executive may request sufficient documentary evidence of the reason for the absence.

- 86.30 In considering an application from an employee for paid leave to engage in a voluntary community service activity, the Chief Executive must consider whether:
- 86.30.1 the activity is a recognised voluntary activity and benefits the local community; and/or
 - 86.30.2 the community organisation or project is an acceptable organisation or project as defined in Whole-of-Government policy or CIT's guidelines; and
 - 86.30.3 there is a risk the activity would place the employee in a real or perceived conflict of interest.
- 86.31 Leave for a voluntary community service activity must not be approved for activities which:
- 86.31.1 involve any payment in cash or kind for the duties performed by the employee; or
 - 86.31.2 replace work ordinarily undertaken by a paid worker; or
 - 86.31.3 are undertaken solely for direct personal benefit of the employee; or
 - 86.31.4 place the employee in a conflict of interest situation; or
 - 86.31.5 are primarily focussed on promoting particular religious or political views; or
 - 86.31.6 involves work which does not have a local community focus.
- 86.32 Having considered the requirements of this clause the Chief Executive may approve an employee's application to access paid or unpaid community service leave for voluntary community service.
- 86.33 A decision not to approve the leave must be made in accordance with subclause 76.1.

Rate of Payment

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

Interaction with Other Entitlements

- 86.35 Community service leave for voluntary community service will count as service for all purposes up to a maximum of twenty three days in any twelve month period.

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

Access to Other Leave Entitlements

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

87. Birth Leave

Purpose

- 87.1 Birth leave is available to pregnant employees to enable them to be absent from duty to:
- 87.1.1 support their own wellbeing and to care for and bond with a new born child; and
 - 87.1.2 support the protection of the family and children under the *Human Rights Act 2004*; and
 - 87.1.3 support the employee's right to continuity of service.

Eligibility

- 87.2 An employee who is pregnant is eligible to be absent on birth leave.
- 87.3 An employee is eligible for birth leave where termination of the pregnancy occurs within twenty weeks of the estimated date of delivery of the child. Where an employee's pregnancy terminates more than twenty weeks before the estimated date of delivery of the child any birth leave which has been prospectively approved will be cancelled.
- 87.4 Where an employee's pregnancy ends by miscarriage, any birth leave which has been prospectively approved must be cancelled. In this circumstance, the employee may become eligible for compassionate leave in accordance with clause 85 and special birth leave in accordance with clause 88.

Eligibility – Paid Birth Leave

- 87.5 An employee, other than a casual employee, who is eligible for birth leave and who has completed twelve months of service, including recognised prior service,

immediately prior to commencing a period of birth leave, is eligible for paid birth leave.

87.6 An employee, other than a casual employee, who is eligible for birth leave and who completes twelve months of service within the first eighteen weeks of birth leave is eligible for paid birth leave for the period between completing twelve months of service and the end of the first eighteen weeks of birth leave.

87.7 An employee who is eligible for birth leave and who is on approved leave without pay is eligible for paid birth leave for the period between completing the approved period of leave without pay and the end of the first eighteen weeks of birth leave.

Entitlement

87.8 An eligible employee is entitled to be absent for up to fifty two weeks birth leave for each pregnancy. To avoid doubt, the entitlement under this clause does not increase in cases of multiple births.

87.9 Subject to subclause 87.5, an employee who is eligible for paid birth leave is entitled to be paid for the first eighteen weeks of birth leave and this entitlement is in addition to the Federal paid parental leave scheme.

87.10 Birth leave is non-cumulative.

87.11 Subject to subclauses 87.13 and 87.14, an employee who is eligible for birth leave must absent themselves from duty for a period commencing six weeks prior to the estimated date of delivery of the child and ending six weeks after the actual date of birth of the child.

87.12 An eligible employee's period of birth leave will commence:

87.12.1 subject to subclause 87.13, six weeks prior to the estimated date of delivery of the child; or

87.12.2 on the birth of the child (including where this occurs earlier than six weeks prior to the estimated date of delivery of the child); or

87.12.3 on the date the pregnancy ends if that occurs within twenty weeks (either side) of the estimated date of delivery of the child; or

87.12.4 for all other eligible employees, on the first day of birth leave.

87.13 An employee who produces medical evidence from a registered medical practitioner that they are fit for duty until a date less than six weeks prior to the estimated date of delivery of the child may continue to work up until a date recommended by the medical practitioner, subject to the approval of the Chief Executive.

87.14 An employee who has given birth to a child and produces medical evidence from a registered medical practitioner that they are fit for duty from a date less than six

weeks after the date of birth of the child may resume duty on a date recommended by the medical practitioner, subject to the approval of the Chief Executive.

87.15 An employee who has given birth to a child may resume duty following the end of the six week period after the birth of the child and earlier than the end of the approved period of birth leave subject to the approval of the Chief Executive.

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

Evidence and Conditions

87.17 An employee must give notice to their manager/supervisor as soon as practicable of their intention to be absent on birth leave.

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

87.19 Prior to commencing birth leave an employee will provide the Chief Executive with evidence of her pregnancy and the estimated date of delivery from a registered health professional who is operating within their scope of practice.

87.20 If requested by the Chief Executive, an employee will provide the Chief Executive with evidence of the birth and the date of the birth of the child as soon as possible after the birth of the child. Such evidence may include a copy of the birth certificate or documents provided by a registered medical practitioner or registered health professional who is operating within their scope of practice.

Rate of Payment

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

87.22 Despite subclause 87.21, where an employee varies their ordinary hours of work, either from part time to full time, from part time to different part time, or from full time to part time, during the twelve-month period directly preceding birth leave, the rate of payment for the paid component of their birth leave, which will be capped at full time rates, will be calculated by using the average of their ordinary hours of work, excluding any periods of leave without pay, for the twelve-month period immediately before the period of birth leave commences. Paid birth leave may be taken in any combination of full or half pay, with credits to be deducted on the same basis. The maximum paid period is up to thirty six weeks at half pay.

87.23 To avoid doubt, an employee's status and all other entitlements remain unaltered by the operation of subclause 87.22.

- 87.24 Paid birth leave may be taken with full or half pay, or a combination of full and half pay, with credits to be deducted on the same basis. The maximum paid period is up to thirty six weeks at half pay.
- 87.25 The Chief Executive may approve, subject to a medical certificate from a registered medical practitioner, an employee taking paid birth 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 birth leave entitlement.
- 87.26 A period of paid birth leave does not extend the maximum fifty two week period of birth leave available to an eligible employee.
- 87.27 An employee's period of absence on birth leave between the paid period of birth leave and the maximum fifty two week period of birth leave will be without pay, unless other paid leave entitlements are accessed.

Effect on Other Entitlements

- 87.28 Birth leave with pay will count as service for all purposes.
- 87.29 Any period of unpaid birth leave taken by an employee during the period commencing six weeks prior to the estimated date of delivery of the child and ending six weeks after the actual date of birth of the child will count as service for all purposes.
- 87.30 Subject to subclause 87.27 any period of unpaid birth leave taken by an employee will not count as service for any purpose but does not break continuity of service.
- 87.31 Public holidays for which the employee would otherwise have been entitled to payment that fall during periods of absence on birth leave will not be paid as a normal public holiday.

Interaction with Other Leave Entitlements

- 87.32 An application by an employee for long service leave or annual leave during a period that would otherwise be an unpaid period of birth leave will be granted to the extent of available entitlements.
- 87.33 Subject to subclause 77.40, an application by an employee for personal leave during a period that would otherwise be an unpaid period of birth leave will be granted subject to the employee providing a certificate from a registered medical practitioner or registered health professional operating within their scope of practice to the extent of available entitlements.

Keep in Touch Arrangements (Birth Leave)

- 87.34 At any time after six weeks from the child's date of birth, an employee may, following an invitation from an authorised person, agree to attend the workplace

on up to ten separate occasions of up to one day each so as to keep in touch with developments in the workplace (for meetings and training etc.).

87.35 The employee will be paid at their ordinary hourly rate of pay for the hours they attend the workplace in accordance with subclause 87.34. Keep in touch attendance will count as service for all purposes, but does not extend the period of leave and does not end or reduce the entitlement to birth leave.

87.36 For the purpose of subclause 87.32, a medical certificate is not required.

88. **Special Birth Leave**

Purpose

88.1 Special birth leave is available to employees where any of the following apply:

88.1.1 The employee is not fit for work due to a pregnancy related illness.

88.1.2 The pregnancy of the employee ends between 28 weeks and 20 weeks of the estimated date of delivery, other than by the birth of a living child.

Note: If a pregnancy ends within 20 weeks of the estimated date of delivery of the child the employee may be entitled to paid or unpaid birth leave as per subclauses 88.3.

Eligibility

88.2 Special birth leave is available to all employees and eligible casual employees.

Entitlement

88.3 An employee is entitled to a period of unpaid special birth leave for the duration certified by a registered medical practitioner or registered health professional operating within their scope of practice as necessary.

Evidence and Conditions

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

88.5 An employee must submit an application to the Chief Executive for any period of special birth leave. Having considered the requirements of this clause the Chief Executive must approve an employee's application to access special birth leave.

88.6 An employee who has given notice that special birth leave will be (or is being) taken must provide reasonable evidence of the purpose for taking leave. This

evidence may include a medical certificate from a registered medical practitioner or a registered health professional operating within their scope of practice.

Rate of Payment

- 88.7 Special birth leave is granted without pay.

Effect on Other Entitlements

- 88.8 Special Birth leave does not count as service for any purpose.
- 88.9 Special birth leave does not break continuity of service.
- 88.10 Special birth leave accessed due to pregnancy related illness is deducted from the entitlement for unpaid birth leave accessed after the birth of the child.

Interaction with Other Leave Types

- 88.11 Special birth leave is in addition to any accrued personal leave entitlement.
- 88.12 Special birth leave is in addition to compassionate leave.

89. Primary Care Giver Leave

Purpose

- 89.1 Primary care giver leave is available to employees to enable them to be absent from duty to:
- 89.1.1 care for and bond with a newborn child; and
 - 89.1.2 support the protection of the family and children under the *Human Rights Act 2004*.

Eligibility

- 89.2 Primary care giver leave is available to employees other than casual employees who are the primary care giver of a newborn child.
- 89.3 An employee who has completed at least twelve months continuous service, including recognised prior service, immediately prior to commencing a period of primary care giver leave, is eligible for primary care giver leave.
- 89.4 An employee who is eligible for paid birth leave, foster and short term care leave, or adoption or permanent care leave, is not eligible for primary care giver leave.
- 89.5 An employee who completes twelve months of continuous service within eighteen weeks of becoming the primary care giver for a child is eligible for primary care giver leave for the period between completing twelve months of qualifying service

and the end of the first eighteen weeks of becoming the primary care giver of the child.

Entitlement

- 89.6 An eligible employee is entitled to eighteen weeks of paid leave in relation to each birth and this entitlement is in addition to the Federal paid parental leave scheme. To avoid doubt, the entitlement under this clause does not increase in cases of multiple births, adoptions or care and protection orders that apply to more than one child.
- 89.7 Primary care giver leave is non-cumulative.
- 89.8 An employee is entitled to return to work in accordance with the provisions in the National Employment Standards of the FW Act.

Evidence and Conditions

- 89.9 An employee should discuss with their manager/supervisor, as soon practicable, their intention to be absent on primary care giver leave.
- 89.10 An employee must make an application to the Chief Executive to access their primary care giver leave.
- 89.11 The employee must provide the Chief Executive with appropriate evidence concerning the reasons for and circumstances under which the primary care giver leave application is made, which may include:
- 89.11.1 a certificate from a registered medical practitioner or registered health professional operating within their scope of practice relating to the estimated date of delivery of a child; or
 - 89.11.2 a birth certificate.
- 89.12 In all cases details of leave being taken by other persons in relation to the same child (or children in the case of multiple births) must be provided.
- 89.13 Before granting primary care giver leave, the Chief Executive must be satisfied that the employee demonstrates that they are the primary care giver.
- 89.14 For the purposes of this clause a newborn is considered to be a baby of up to fourteen weeks old. In extenuating circumstances, the Chief Executive may approve primary care giver leave when a newborn is more than fourteen weeks old.
- 89.15 For the purposes of clause 89.14, the primary care giver is entitled to access up to 18 weeks primary care givers leave where the leave has commenced before the baby was 14 weeks old, subject to subclause 89.16

- 89.16 Having considered the requirements of this clause the Chief Executive will approve an employee's application to access primary care giver leave.
- 89.17 The total combined entitlement for ACTPS employees under this clause and the birth leave clause, and equivalent clauses in any other ACTPS enterprise agreement, is 18 weeks of paid leave in relation to the birth.
- 89.18 Primary care giver leave may be taken in any combination with birth leave provided that the person who has given birth and the other employee entitled to primary care giver leave do not take these forms of paid leave concurrently.
- 89.19 Subclause 89.17 does not apply where the person giving birth is an ACTPS employee entitled to surrogacy leave in accordance with clause 100.

Rate of Payment

- 89.20 Primary care giver leave will be granted with pay.
- 89.21 The rate of payment to be paid to the employee during a paid period of primary care giver leave is the same rate as would be paid if the employee was granted personal leave.
- 89.22 Despite subclause 89.21, where an employee varies their ordinary hours of work, either from part time to full time, from part time to different part time, or from full time to part time, during the twelve-month period directly preceding primary care giver leave, the rate of payment for the paid component of their primary care giver leave, which is capped at full time rates, is calculated by using the average of their ordinary hours of work, excluding any periods of leave without pay, for the 12-month period immediately before the period of primary care giver leave commences.
- 89.23 To avoid doubt, an employee's status and all other entitlements remain unaltered by the operation of subclause 89.22.
- 89.24 Primary care giver leave may be granted with full or half pay, or a combination of full or half pay, with credits to be deducted on the same basis. The maximum paid period is up to 36 weeks at half pay.
- 89.25 The chief executive may approve an employee taking primary care giver leave in a non-continuous manner, provided a period of annual leave or long service leave in between the periods of adoption and permanent care leave will not be approved until the employee has used all of the employee's paid primary care giver leave entitlement within 52 weeks of the birth of the child.

Effect on Other Entitlements

- 89.26 Primary care giver leave counts as service for all purposes.

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

Interaction with Other Leave Types

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

Keep in Touch Arrangements (Primary Care Giver Leave)

- 89.29 An employee on primary care giver leave may, following an invitation from an authorised person, agree to attend the workplace on up to 10 separate occasions of up to one day each so as to keep in touch with developments in the workplace (for meetings and training etc.).
- 89.30 The employee will be paid at their ordinary hourly rate of pay for the hours they attend work in accordance with subclause 89.26 during paid or unpaid primary care giver leave. Keep in touch attendance will count as service for all purposes, but does not extend the period of leave and does not end or reduce the entitlement to primary care giver leave.

90. Parental Leave

Purpose

- 90.1 Parental leave is in addition to the provisions available in birth leave, primary care giver leave and adoption or permanent care leave and is available to employees to enable them to be absent from duty following the birth or adoption of a child or the commencement of a permanent caring arrangement for a child.

Eligibility

- 90.2 Parental leave is available to an employee or an eligible casual employee who is the primary care giver of a child following the birth or adoption of a child or the commencement of a permanent caring arrangement for a child.

Entitlement

- 90.3 An employee is entitled to up to 2 years of parental leave following the child's birth, adoption or commencement of a permanent caring arrangement, less any period of birth leave, primary care giver leave or adoption or permanent care leave which the employee has taken in relation to the same child.
- 90.4 To avoid doubt, the entitlement under this clause does not increase in cases of multiple births, adoptions or permanent caring arrangements that apply to more than one child at any one time.

- 90.5 At the end of this time the employee is entitled to return to work in accordance with the provisions in the National Employment Standards.
- 90.6 An employee may apply for up to 52 additional weeks of parental leave for up to 2 further occasions of birth. The leave must be granted if all of the following apply:
- 90.6.1 The parental leave is taken within 3 years following the child's birth, adoption or commencement of a permanent caring arrangement.
 - 90.6.2 That the employee agrees, where necessary, to become unattached.
 - 90.6.3 The parental leave is taken in periods of one week or more.

Evidence and Conditions

- 90.7 An employee should discuss with their manager or supervisor, as soon as practicable, their intention to be absent on parental leave.
- 90.8 An employee must make an application to the Chief Executive to access their unpaid parental leave entitlement.
- 90.9 The Chief Executive must approve an employee's application to access parental leave if satisfied the employee has met the requirements under this clause..
- 90.10 The employee must provide the Chief Executive with appropriate evidence concerning the reasons for and circumstances under which the unpaid parental leave application is made, which may include any of the following:
- 90.10.1 A birth certificate.
 - 90.10.2 Documents from an adoption authority concerning the adoption of a child.
 - 90.10.3 Documents relating to a permanent caring arrangement.
- 90.11 The Chief Executive must not grant parental leave if the employee's domestic partner is on parental leave and is an employee of the ACTPS.

Rate of Payment

- 90.12 Parental leave is granted without pay.

Effect on Other Entitlements

- 90.13 Parental leave does not count as service for any purpose.
- 90.14 Parental leave does not break continuity of service.

- 90.15 Public holidays for which the employee would otherwise have been entitled to payment that fall during periods of absence on parental leave will not be paid as a normal public holiday.

Interaction with Other Leave Types

- 90.16 An employee on parental leave may access annual and long service leave on full or half pay to the extent of available entitlements.
- 90.17 An application by an employee for personal leave during a period that would otherwise be a period of parental leave must be granted subject to the employee providing a certificate from a registered medical practitioner or registered health professional operating within their scope of practice, in accordance with subclause 77.39.

Keep in Touch Arrangements (Parental Leave)

- 90.18 An employee may, following an invitation from an authorised person, agree to attend the workplace on up to 10 separate occasions of up to one day each so as to keep in touch with developments in the workplace (for meetings and training etc.), less any Keep In Touch time approved during birth or primary caregiver leave as per subclauses 87.31 or 89.24.
- 90.19 The employee will be paid at their ordinary hourly rate of pay for the hours that they attend the workplace in accordance with subclause 90.18. keep in touch attendance counts as service for all purposes, but does not extend the period of leave and does not end or reduce the entitlement to parental leave.

91. Bonding Leave

Purpose

- 91.1 Bonding leave is available to employees to enable them to be absent from duty to:
- 91.1.1 bond with their newborn child, adopted child, or a child for whom the employee's domestic partner has commenced a primary care giving role under a permanent caring arrangement;
 - 91.1.2 support the protection of the family and children under the *Human Rights Act 2004*.

Eligibility

- 91.2 Bonding leave is available to employees other than casual employees at the time of the child's birth, adoption or the commencement of a permanent caring arrangement when the employee is not the primary care giver to the child.

- 91.3 An employee who is eligible for paid birth leave, adoption or permanent care leave or primary care giver leave is not entitled to bonding leave. If, however, bonding leave has been taken by the employee, and the employee later becomes entitled to primary care giver's leave due to unforeseen circumstances, the Chief Executive may agree to convert the bonding leave and personal leave taken in accordance with this clause to primary care giver's leave.

Entitlement

- 91.4 Under this clause, an employee is entitled to be absent on paid leave for a maximum of two weeks (ten working days) at, or near, the time of the birth, adoption or commencement of the permanent caring arrangement. The maximum absence may be increased by a further five days of personal leave for bonding purposes as per subclause 77.29.
- 91.5 In accordance with the NES, an eligible employee is entitled to be absent up to a maximum of eight weeks of concurrent unpaid bonding leave in the first twelve months following the birth or adoption or commencement of a permanent caring arrangement for a child, subject to a minimum period of two weeks at a time unless a shorter period is agreed by the Chief Executive.
- 91.6 The entitlement under subclause 91.5 will be reduced by the extent of the entitlement accessed by an employee under subclause 91.4.
- 91.7 To avoid doubt, the entitlement under this clause does not increase in cases of multiple births, adoptions or permanent caring arrangements that apply to more than one child at the one time.
- 91.8 Bonding leave is non-cumulative.
- 91.9 Paid bonding leave must be taken within fourteen weeks from the date of birth, adoption or commencement of the permanent caring arrangements, unless there are exceptional circumstances and the Chief Executive agrees to a longer period. The five days of personal leave accessed as per subclause 77.29 may be taken at any time up to fourteen weeks from the date of the birth, adoption or commencement of the permanent caring arrangement.
- 91.10 Where an employee's domestic partner is also an ACTPS employee this leave may be taken concurrently with the domestic partner receiving birth leave, adoption or permanent care leave or primary care giver leave.

Evidence and Conditions

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

- 91.12 Bonding leave will be approved subject only to the Chief Executive being satisfied that the eligibility requirements have been met; however an employee must submit an application to the Chief Executive for any period of bonding leave.
- 91.13 The employee must provide the Chief Executive with appropriate evidence concerning the circumstances under which the bonding leave application is made, which may include:
- 91.13.1 a medical certificate relating to the estimated date of delivery of a child; or
 - 91.13.2 a birth certificate; or
 - 91.13.3 documents from an adoption authority concerning the proposed adoption of a child; or
 - 91.13.4 documents relating to a permanent caring arrangement until the child reaches the age of eighteen.
- 91.14 Unless the Chief Executive determines that exceptional circumstances apply bonding leave will not be approved to care for:
- 91.14.1 a baby over the age of fourteen weeks (not applicable in cases of adoption or permanent caring arrangements); or
 - 91.14.2 an adopted child or child who is the subject of a permanent caring arrangement over the age of eighteen on the day of placement.

Rate of Payment

- 91.15 Bonding leave will be granted with or without pay.
- 91.16 The rate of payment to be paid to the employee during a period of bonding leave is the same rate as would be paid if the employee was granted personal leave.

Effect on Other Entitlements

- 91.17 Paid bonding leave will count as service for all purposes and unpaid bonding leave will not count as service for any purposes but will not break continuity of service.
- 91.18 Public holidays for which the employee is entitled to payment that fall during periods of absence on bonding leave will be paid as a normal public holiday and will not extend the maximum period of bonding leave.

92. Grand Parental Leave

Purpose

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

Eligibility

- 92.2 Grandparental leave is available to employees other than casual employees and employees on probation.
- 92.3 To be eligible for grandparental leave, the baby or child whom the employee is providing care for must be:
- 92.3.1 their grandchild; or
 - 92.3.2 their step-grandchild; or
 - 92.3.3 their adopted grandchild; or
 - 92.3.4 a child for whom the employee's child has parental or caring responsibility authorised under a law of a State or Territory.

Entitlement

- 92.4 An eligible employee may be granted up to fifty two weeks of grandparental leave, in relation to each grandchild under care. This leave may be taken over a period not exceeding five years.
- 92.5 Grandparental leave is available up until the fifth birthday of the grandchild for whom the employee is the primary care giver.
- 92.6 Grandparental leave is non-cumulative.
- 92.7 The length of a period of absence on grandparental leave must be agreed between the eligible employee and the Chief Executive.
- Example 1: A day or part-day on an occasional basis.
- Example 2: A regular period of leave each week, fortnight or month.
- Example 3: A larger block of leave such as six or twelve months.
- 92.8 If an employee is absent on grandparental leave and becomes a grandparent to another grandchild, for whom they are the primary care giver, a new application must be made as per subclause 92.4.

Evidence and Conditions

- 92.9 An employee should discuss with their manager/supervisor, as soon as practicable, their intention to be absent on grandparental leave.
- 92.10 An employee must make an application to the Chief Executive to access their grandparental leave entitlement, and must include details of the period, or expected period, of the absence.
- 92.11 Having considered the requirements of this clause the Chief Executive may approve an employee's application to access grandparental leave. A decision not to approve the leave will be taken in accordance with subclause 76.1.
- 92.12 The Chief Executive should not approve an application for grandparental leave where an employee has an annual leave balance in excess of eight weeks.
- 92.13 An application for grandparental leave must include evidence in the form of:
- 92.13.1 a statutory declaration or a medical certificate confirming the birth or the estimated date of delivery of the grandchild; or
 - 92.13.2 the grandchild's adoption certificate or a statutory declaration confirming the adoption of the grandchild; or
 - 92.13.3 a letter or a statutory declaration confirming that there is an authorised care situation.
- 92.14 If both grandparents are employees of CIT either grandparent may be granted leave but the leave may not be taken concurrently.

Rate of Payment

- 92.15 Grandparental leave will be granted without pay.

Effect on Other Entitlements

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

Interaction with Other Leave Types

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

Unattachment

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

93. Adoption or Permanent Care Leave

- 93.1 Adoption or Permanent Care leave is available to employees to enable them to be absent from duty to do the following:
 - 93.1.1 Care for and bond with an adopted child or a child for whom the employee has a permanent caring responsibility, including kinship arrangements, where the child is under 18 years old.
 - 93.1.2 Support the protection of the family and children under the *Human Rights Act 2004* and the *Children and Young People Act 2008*.

Eligibility

- 93.2 Paid adoption or permanent care leave is available to an employee (other than a casual employee) who is the primary care giver of one of the following:
 - 93.2.1 An adopted child.
 - 93.2.2 A child for whom the employee has a permanent caring responsibility, where the child is under 18 years old.
- 93.3 An employee providing foster care under a Concurrency Care Foster Care Program described in clause 95 must be treated as having a permanent caring responsibility, and be eligible for adoption or permanent care leave subject to the terms of this clause.
- 93.4 An employee is not eligible for any further grant of adoption or permanent care leave for a child if both the following apply to the employee in relation to that child:
 - 93.4.1 The employee is granted adoption or permanent care leave in respect of the child being cared for under a Concurrency Care Foster Care Program.

93.4.2 The employee subsequently enters into an adoption or permanent care arrangement for that child.

93.5 An employee who has completed at least 12 months continuous service, including recognised prior service, immediately prior to commencing a period of adoption or permanent care leave is eligible for adoption or permanent care leave.

93.6 An employee who is eligible for paid primary care giver leave is not eligible for adoption or permanent care leave.

93.7 An employee who completes 12 months of continuous service within 18 weeks of becoming the primary care giver for an adopted child or a child for whom the employee has a permanent caring responsibility is eligible for adoption or permanent care leave for the period between completing 12 months of qualifying service and the end of the first 18 weeks of becoming the primary care giver of the child.

Entitlement

93.8 An eligible employee is entitled to 18 weeks of paid leave in relation to each occasion of adoption or commencement of a permanent caring responsibility, less any leave taken in accordance with clause 94 in the same 12 month period in relation to the same child.

93.9 A casual employee is entitled to unpaid pre-adoption leave in accordance with the provisions of the National Employment Standards.

93.10 To avoid doubt, the entitlement under subclause 93.8 does not increase when the adoption or permanent caring responsibility involves more than one child at the time of application.

93.11 Adoption and permanent care leave is non-cumulative.

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

Evidence and Conditions

93.13 An employee should discuss with their manager or supervisor, as soon practicable, their intention to be absent on adoption or permanent carer leave.

93.14 An employee must make an application to the Chief Executive to access their adoption or permanent care leave.

93.15 The employee must provide the Chief Executive with appropriate evidence concerning the reasons for and circumstances under which the adoption or permanent care leave application is made, which may include any of the following:

93.15.1 Documents from an adoption authority concerning the adoption.

- 93.15.2 An authorisation as a kinship carer made under the *Children and Young Peoples Act 2008*.
- 93.15.3 Documents confirming that an arrangement consistent with the terms set out in clause 95 applies.
- 93.16 In all cases details of leave being taken by other persons in relation to the same child must be provided.
- 93.17 Leave under this clause must not be approved for employees in circumstances where the child has lived continuously with the employee for a period of 6 months or more at the date of placement or in cases where the child is a child of the employee or employee's spouse or partner.
- 93.18 Before granting leave the Chief Executive must be satisfied that the employee is the primary care giver.
- 93.19 Adoption or permanent care leave may commence up to one week prior to the date the employee assumes permanent caring responsibility for the child but not later than the formal commencement of the adoption or permanent caring responsibility, unless exceptional circumstances apply.
- 93.20 In all cases, the child must be under 18 years old on the date the employee assumes permanent responsibility for the child for leave to be approved.

Rate of Payment

- 93.21 Adoption or permanent care leave is granted with pay, except for unpaid pre-adoption leave for casual employees.
- 93.22 The rate of payment to be paid to the employee during a paid period of adoption or permanent care leave is the same rate as would be paid if the employee was granted personal leave.
- 93.23 Despite subclause 93.22, where an employee varies their ordinary hours of work, either from part time to full time, from part time to different part time, or from full time to part time, during the 12 month period directly preceding adoption or permanent caring leave, the rate of payment for the paid component of their adoption or permanent care leave, which is capped at full-time rates, is calculated by using the average of their ordinary hours of work, excluding any periods of leave without pay, for the 12 month period immediately before the period of adoption or permanent care leave commences.
- 93.24 To avoid doubt, an employee's status and all other entitlements remain unaltered by the operation of subclause 93.23.
- 93.25 The chief executive may approve an employee taking adoption and permanent care 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 adoption

and permanent care leave entitlement within 52 weeks of the commencement of the adoption or permanent caring responsibility

- 93.26 Leave may be granted with full or half pay, or any combination of full or half pay, with credits to be deducted on the same basis. The maximum paid period is up to 36 weeks at half pay.

Effect on Other Entitlements

- 93.27 Paid adoption or permanent care leave counts as service for all purposes.
- 93.28 Public holidays for which the employee would otherwise have been entitled to payment that fall during periods of absence on adoption or permanent care leave will not be paid as a normal public holiday.

Interaction with Other Leave Types

- 93.29 Adoption or permanent care leave does not extend the maximum period of unpaid parental leave available to an employee.

94. Foster and Short Term Care Leave

Purpose

- 94.1 Foster and Short Term Care leave is available to employees to enable them to be absent from duty to:
- 94.1.1 care for a child in an emergency or other short term out of home care placement, including kinship arrangements and respite care, that has not been determined to be permanent; and
 - 94.1.2 support the protection of the family and children under the *Human Rights Act 2004* and the *Children and Young People Act 2008*.

Eligibility

- 94.2 Foster and Short Term Care leave is available to employees other than casual employees who are the primary care giver of a child in an emergency or other out of home care placement that has not been determined as permanent.
- 94.3 An employee who has completed at least twelve months continuous service, including recognised prior service, immediately prior to commencing a period of Foster and Short Term Care leave, is eligible for Foster and Short Term Care leave.

Entitlement

- 94.4 An eligible employee will be entitled to a period of paid leave proportionate to the duration of the caring arrangement per application, up to a maximum of ten working days/shifts per calendar year.
- 94.5 Where the duration of the existing arrangement is subsequently altered, for example, a change from an emergency placement to a short term placement, the employee may, subject to further application and approval, have their leave extended up to a maximum period of ten working days/shifts.
- 94.6 An eligible employee will be entitled to paid leave as per subclause 94.4 to undertake accreditation towards an enduring parental authority to care for the child to whom the current short term caring arrangement applies.
- 94.7 The entitlement under subclause 94.4 does not increase when the short term caring arrangement involves more than one child at the time of application.
- 94.8 Foster and Short Term Care leave is non-cumulative.
- 94.9 Where an employee exhausts their paid leave entitlement under this clause the employee may seek approval for further unpaid leave.

Evidence and Conditions

- 94.10 An employee should discuss with their manager/supervisor, as soon as practicable, their intention to be absent on Foster and Short Term Care leave.
- 94.11 An employee must make an application, as soon as practicable, to the Chief Executive to access their Foster and Short Term Care leave.
- 94.12 The employee must provide the Chief Executive with appropriate evidence concerning the reasons for and circumstances under which each Foster and Short Term Care leave application is made, which may include:
- 94.12.1 documents relating to current and previous court orders granting responsibility for a foster child; or
 - 94.12.2 documents from a registered health professional or registered medical practitioner.

Rate of Payment

- 94.13 Foster and Short Term Care leave will be granted with pay or without pay.
- 94.14 The rate of payment during absence on a period of paid Foster and Short Term Care leave is the same rate as would be paid if the employee was granted personal leave.

- 94.15 The approved leave period may be taken at full pay in a single block or as single or part days.

Effect on Other Entitlements

- 94.16 Paid Foster and Short Term Care leave will count as service for all purposes and unpaid Foster and Short Term Care leave will not count as service for any purposes but will not break continuity of service.
- 94.17 Public holidays for which the employee is entitled to payment that fall during periods of absence on paid Foster and Short Term Care leave will be paid as a normal public holiday and will not be considered to be Foster and Short Term Care leave.

Interaction with Other Leave Types

- 94.18 An eligible employee will be required to have exhausted their entitlement under this leave clause before accessing their personal leave credit to care for a child, for whom they are responsible under a short term caring arrangement, who is ill or injured.

95. Concurrency Care Entitlement to Adoption of Permanent Care Leave

- 95.1 For the purpose of subclause 95.2, a Community Organisation is an organisation involved with out of home care and adoption of children and young people, e.g.:
- 95.1.1 A member of the ACT Together consortium;
 - 95.1.2 Marymead; or
 - 95.1.3 Similar organisations based outside the ACT.
- 95.2 For the purposes of subclause 95.3, a Concurrency Care Foster Care Program involves a Community Organisation placing a child with foster carers while restoration to the birth family is explored. If restoration is not achieved, the foster carers have an opportunity to care for the child permanently. The Primary Care Giver in such an arrangement is required by the Community Organisation to take a minimum of 12 month leave to stabilise the placement of the child.
- 95.3 Notwithstanding clause 94, an employee who provides foster care under a Concurrency Care Foster Care Program, in accordance with arrangements approved by the Community Services Directorate, will be entitled to apply for Adoption or Permanent Care Leave under clause 93, as if they had a permanent caring responsibility. Such employees will not be entitled to leave under clause 94.

96. Leave for Family Violence Purposes

Purpose

- 96.1 Leave for family violence purposes is available to employees who are experiencing family violence to allow them to be absent from the workplace to attend counselling appointments, legal proceedings and other activities related to, and as a consequence of, family violence.

Eligibility

- 96.2 Leave for family violence purposes is available to all employees with the exception of casual employees.
- 96.3 Casual employees are entitled to access leave without pay for family violence purposes.

Entitlement

- 96.4 An employee experiencing family violence will have access up to a maximum of 20 days/shifts per calendar year paid leave, subject to the provision of appropriate evidence. Leave for family violence purposes is non-accumulative.
- 96.5 Leave for family violence purposes is in addition to other leave entitlements and is not to be used as a substitute for personal leave. However, where supporting evidence is not immediately available the Chief Executive will, grant paid leave under clause 78 of this Agreement (Personal Leave in Extraordinary and Unforeseen Circumstances), subject to available credit. If the employee subsequently produces supporting evidence, the personal leave will be re-credited and the leave taken will be converted to leave for family violence purposes.
- 96.6 Leave for family violence purposes is to be used, including, but not limited to:
- 96.6.1 attend appropriate medical appointments for referral to other appropriate counselling or support services;
 - 96.6.2 obtain legal advice;
 - 96.6.3 attend counselling appointments;
 - 96.6.4 seek assistance from other relevant support services;
 - 96.6.5 attend court proceedings;
 - 96.6.6 attend prosecution appointments;
 - 96.6.7 attend police appointments

- 96.6.8 attend to Protection Order matters and Domestic Violence Order matters however termed;
 - 96.6.9 attend to issues arising through urgent property damage that is a consequence of family violence;
 - 96.6.10 seek veterinary assistance for pets injured through family violence; or to access:
 - 96.6.11 alternative accommodation;
 - 96.6.12 alternative childcare or schooling for children;
- the need for which is as a consequence of family violence.

Note: It may be necessary under this provision for the employee to use additional time to the duration of appointments, proceedings etc in order to facilitate travel and recovery.

- 96.7 Leave for family violence purposes may be taken as consecutive or single days, or as part days.
- 96.8 For confidentiality and privacy reasons leave for family violence purposes will be attributed as coming under “where leave cannot be granted under any other provision” which is included and identified within “Other Leave Types” in Annex D of this Agreement.

Evidence and Conditions

- 96.9 Employees wishing to access leave for family violence purposes should discuss making an application with their manager/supervisor or an appropriate HR Manager as soon as reasonably practical.
- 96.10 As a general rule, a leave application should be submitted by an employee for approval by the Chief Executive before the commencement of the leave. However, retrospective applications may be approved provided that appropriate evidence is provided as soon as reasonably practicable upon the employee’s return to the workplace.
- 96.11 Evidence of the occurrence of family violence will be required to access leave for family violence purposes.
- 96.12 Evidence may include:
 - 96.12.1 a document issued by the Police;
 - 96.12.2 a written referral, issued by a registered medical practitioner or registered nurse, to a counsellor trained in providing support in family violence situations;

- 96.12.3 a document issued by a Court, or a counsellor trained in providing support to people experiencing the effects of family violence;
- 96.12.4 written confirmation from an Employee Assistance Program provider or from a family violence support service that the employee is experiencing family violence issues ;

96.13 Managers are to keep all information concerning the leave application strictly confidential. This includes, after sighting any supporting documentation, returning that documentation to the employee.

Rate of Payment

- 96.14 Leave for family violence purposes is granted with pay. Casual employees are entitled to access leave without pay for family violence purposes.
- 96.15 Leave for family violence purposes will not be granted at half pay, unless there are extenuating circumstances.

Effect on Other Entitlements

- 96.16 Leave with pay for family violence purposes will count as service for all purposes. Leave without pay for family violence purposes will not count as service for any purpose, but will not break an employee's continuity of service.

Interaction with Other Leave Types

- 96.17 Where leave for family violence purposes credits have been exhausted the Chief Executive may grant an employee leave without pay or other forms of paid leave, such as annual leave or long service leave.
- 96.18 Employees should utilise personal leave for an illness or injury, or to seek treatment for an illness or injury, caused by family violence.
- 96.19 Leave entitlements under clause 78 of this Agreement (Personal Leave in Extraordinary and Unforeseen Circumstances) may be used by an employee who is seeking leave to support a person who is experiencing family violence.

97. Other Leave

Purpose

- 97.1 Other leave is available to employees to enable them to be absent from duty for a variety of purposes as set out in Annex D (Other Leave).
- 97.2 Other leave may be granted in the interests of:

- 97.2.1 CIT, the ACTPS, a State or Territory, or the Commonwealth; or
- 97.2.2 the community in general; or
- 97.2.3 the employee.

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

Eligibility

- 97.3 An employee who meets the eligibility requirements specified in Annex D (Other Leave) is eligible to apply for that form of other leave.

Entitlement

- 97.4 An employee may be granted other leave to the maximum period set out in Annex D (Other Leave).
- 97.5 # The following provisions apply to all forms of Other Leave which is without pay (LWOP) (excepting Birth Leave Without Pay and Unpaid Parental Leave):
 - 97.5.1 LWOP will normally include periods covered by Christmas shutdown and paid non-attendance where such periods immediately succeed the period of LWOP;
 - 97.5.2 Employees granted LWOP for a specific period may not return to duty before the expiration of that period, unless specific approval is given and such return is mutually agreed;
 - 97.5.3 The approval of LWOP may be made conditional upon an employee agreeing to become unattached. An employee will not be unattached whilst on LWOP without his/her written consent.

Evidence and Conditions

- 97.6 An employee should discuss with their manager/supervisor, as soon as practicable, their intention to be absent on a form of other leave, including the reasons for the absence and the period, or expected period, of the absence.
- 97.7 An employee must make an application to the Chief Executive to access a form of other leave.
- 97.8 Having considered the requirements of this clause the Chief Executive may approve an employee's application to access a form of other leave. A decision not to approve the leave must be made in accordance with subclause 76.1.
- 97.9 The employee must, if requested by the Chief Executive, provide sufficient documentary evidence supporting the reason for the absence.

- 97.10 When considering requests for other leave, the Chief Executive will take into account:
- 97.10.1 the employee's circumstances;
 - 97.10.2 community norms and obligations;
 - 97.10.3 the operational requirements of the workplace;
 - 97.10.4 other available leave options;
 - 97.10.5 any conditions on the entitlement as defined in Annex D (Other Leave).

Rate of Payment

- 97.11 Other leave may be granted with or without pay in accordance with Annex D (Other Leave).

Effect on Other Entitlements

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

Interaction with Other Leave Types

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

Unattachment

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

98. Long Service Leave*

Purpose

- 98.1 Long service leave is available to employees to enable them to be absent from duty in recognition of their length of service in the public sector.

Eligibility

- 98.2 The eligibility requirements and entitlements for long service leave under the PSM Standards apply subject to the provisions of this clause.
- 98.3 CIT recognises that the Chief Minister Treasury and Economic Development (CMTEDD) will consult with the Unions and seek Union agreement in relation to changes to long service leave entitlements provided under the PSM Standards.

Entitlement

- 98.4 Employees will accrue long service leave at the rate of three months for each ten years of completed eligible employment, or an equivalent period of employment for casual employees.
- 98.5 A period without pay not to count as service of one day or more will not count towards long service accrual, but does not break a period of employment for the purpose of determining an employee's eligibility for long service leave.
- 98.6 Employees accrue long service leave according to the employee's ordinary hours of work.
- 98.7 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 of completed eligible service.
- 98.8 Where an employee whose period of eligible employment is less than seven years but not less than one year ceases to be an employee:
- 98.8.1 otherwise than because of the employee's death, on, or after, the employee attaining the minimum retiring age; or
- 98.8.2 because of the employee's redundancy; or
- 98.8.3 satisfies the Chief Executive that the employee so ceasing is due to ill health of such a nature as to justify the employee so ceasing,
- the Chief Executive will authorise payment to the employee under this subsection in accordance with Part 4.3 of the PSM Standards.
- 98.9 Employees will receive payment on separation of any pro-rata long service leave entitlements after seven years of completed eligible employment. If an employee whose period of employment is not less than one year dies, the Chief Executive may authorise of an amount equal to the amount that would have been payable to the employee under Part 4.3 of the PSM Standards if the employee had, on the day the employee died, ceased to be an employee otherwise than because of death, on or after, the employee attaining the minimum retiring age.
- 98.10 To encourage the flexible use of long service leave:

- 98.10.1 employees may be granted minimum long service leave periods of one day, which may or may not be taken consecutively, if requested; and
- 98.10.2 # For absences on long service leave of less than 5 consecutive working days, any public holiday, Saturday and Sunday immediately preceding, immediately following and/or during this long service leave will not be debited from the long service leave credit.
- 98.10.3 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; or
- 98.10.4 # An employee may, in writing, request the approval of the Chief Executive to the partial or full payment in lieu (cash out) of their accrued long service leave credit. The payment in lieu is subject to a minimum payment of one week and will be based on the rate of pay the employee would have received had the employee taken the leave.
- 98.10.5 # Approval by the Chief Executive will be subject to financial/ operational requirements.
- 98.11 If the employee is on higher duties at the time of taking, or cashing out, long service leave, payment for the leave at the higher duties rate will only be approved if the higher duties would have continued for the entire period of the leave taken, or the entire period of the leave is cashed out.
- 98.12 # An employee's long service leave accrual date will be deferred by each calendar day that does not count as service.

Evidence and Conditions

- 98.13 An employee should discuss with the Chief Executive as soon as practicable their intention to be absent on long service leave.
- 98.14 An employee must make an application to the Chief Executive to access their long service leave entitlement.
- 98.15 Having considered the requirements of this section the Chief Executive may approve an employee's application to access long service leave.
- 98.16 If the Chief Executive does not approve an application by an employee for long service leave because of operational requirements the Chief Executive must consult with the employee to determine a mutually convenient alternative time (or times) for the employee to take the leave.

Effect on Other Entitlements

- 98.17 Long service leave will count as service for all purposes.
- 98.18 When applying for long service leave an employee must seek approval if they propose to engage in outside employment during the leave.

99. **Conversion of Part-Time Long Service Leave Credits[#]**

- 99.1 Full-time employees may elect to convert previously accrued part-time long service leave credits to equivalent full-time long service leave credits.

100. **Disability Leave**

Purpose

- 100.1 Disability leave is available to employees to enable them to be absent from duty for the purposes of activities associated with an employee's diagnosed permanent or ongoing physical or psychological disability.
- 100.2 Disability leave supports the Territory's commitment to being an equitable employer and to support employees with disability to balance their work commitments with appointments or activities associated with their disability.

Eligibility

- 100.3 Disability leave is available to employees, other than casual employees, who have a disability. For the purposes of this clause, disability is defined as a permanent or ongoing physical or psychological disability attributable to one or more intellectual, cognitive, neurological, sensory or physical impairments or to one or more impairments attributable to a psychiatric condition.

Entitlement

- 100.4 Employees eligible for disability leave will be entitled up to a maximum of 5 days/shifts of disability leave per calendar year, subject to the provision of appropriate evidence. Disability leave is non-cumulative.
- 100.5 An employee may be granted disability leave from the first day of service.
- 100.6 The use of disability leave is restricted to activities associated with an employee's disability, and is not to be used as a substitute for personal leave entitlements available under clause F4 -.
- 100.7 Disability leave is to be used for activities or appointments associated with the employee's disability, including, but not limited to any of the following:
 - 100.7.1 To attend appointments with medical practitioners.

- 100.7.2 To attend treatment, rehabilitation, therapy or counselling.
- 100.7.3 To attend tests or assessments.
- 100.7.4 To receive delivery of, fitting, repairing, maintaining and undergoing training in use of orthoses, prostheses, adaptive equipment, or other aids.
- 100.7.5 To obtain wheelchair or other equipment maintenance or replacement.

Evidence and conditions

- 100.8 Employees wishing to access disability leave should discuss their intention to take leave with their manager or supervisor as soon as practical.
- 100.9 An employee must make an application to the head of service to access disability leave accompanied by supporting documentary evidence.
- 100.10 Documentary evidence may include any of the following:
 - 100.10.1 A medical certificate from a registered medical practitioner or registered health professional operating within their scope of practice.
 - 100.10.2 A written referral, issued by a registered medical practitioner.
 - 100.10.3 A statutory declaration.
 - 100.10.4 Other reasonable forms of documentation.
- 100.11 Having considered the requirements of this clause the head of service may approve an employee's application to access disability leave, subject to operational requirements in the workplace.
- 100.12 If the head of service does not approve an employee's application for disability leave because of operational requirements, the head of service must consult with the employee to determine a mutually convenient alternative time (or times) for the employee to take the leave.

Management of the disability

- 100.13 An employee may initiate a request to establish an individual disability management plan.
- 100.14 Following a request made under F27.13, the manager and employee will jointly prepare and agree to a disability management plan.

Rate of payment

- 100.15 Disability leave must be granted with pay.
- 100.16 The rate of payment to be paid to the employee during a paid period of disability leave is the same rate as would be paid if the employee was granted paid personal leave.

Effect on other entitlements

- 100.17 Employees who are unable to attend work due to illness related to their disability may utilise personal leave.
- 100.18 Disability leave will count as service for all purposes.
- 100.19 Public holidays for which the employee would otherwise have been entitled to payment that fall during periods of absence on disability leave must be paid as a normal public holiday.

Interaction with other leave entitlements

- 100.20 Where an employee has exhausted their disability leave entitlement, they may apply to the head of service for approval to take personal leave, or other forms of paid leave such as annual leave or long service leave.
- 100.21 An employee who is entitled under this Agreement to operational service personal leave for injuries or diseases associated with operational service, or for medical purposes as a returned soldier, is not entitled to disability leave.

101. Surrogacy Leave

Purpose

- 101.1 Surrogacy leave is available to pregnant employees who have entered into a valid surrogacy arrangement to enable them to be absent from duty to do both of the following:
 - 101.1.1 Support their own wellbeing.
 - 101.1.2 Support the employee's right to continuity of service.

Eligibility

- 101.2 An employee who is pregnant as part of a valid Australian surrogacy agreement is eligible to be absent on surrogacy leave.
- 101.3 An employee who is eligible for surrogacy leave is not entitled to birth leave under clause F14 -.

- 101.4 An employee is eligible for surrogacy leave where one of the following applies:
- 101.4.1 The employee gives birth to a newborn child as part of a valid surrogacy agreement.
 - 101.4.2 The employee's pregnancy as part of a valid surrogacy agreement ends at within 20 weeks of the estimated date of delivery other than by the birth of a living child (including stillbirth).
- 101.5 Where an employee's pregnancy ends more than 20 weeks before the estimated date of delivery of the child any surrogacy leave which has been prospectively approved must be cancelled. In this circumstance the employee may become eligible for compassionate leave in accordance with clause F12 and/or special birth leave in accordance with clause F15 -.

Eligibility – paid surrogacy leave

- 101.6 An employee, other than a casual employee, who is eligible for surrogacy leave and who has completed 12 months of continuous service, including recognised prior service, immediately prior to commencing a period of surrogacy leave is eligible for paid surrogacy leave.
- 101.7 An employee, other than a casual employee, who is eligible for surrogacy leave and who completes 12 months of continuous service within the first 12 weeks of surrogacy leave is eligible for paid surrogacy leave for the period between completing 12 months of service and the end of the first 12 weeks of surrogacy leave.
- 101.8 An employee who is eligible for paid surrogacy leave and who is on approved leave without pay is eligible for paid surrogacy leave for the period between completing the approved period of leave without pay and the end of the first 12 weeks of surrogacy leave.

Entitlement

- 101.9 Subject to subclause F28.6, an employee who is eligible for paid surrogacy leave is entitled to 12 weeks of paid leave in relation to each birth.
- 101.10 To avoid doubt, the entitlement under this clause does not increase in cases of multiple births.
- 101.11 Surrogacy leave is non-cumulative.
- 101.12 Subject to subclauses F28.13 and F28.14, a surrogate who is eligible for surrogacy leave must absent themselves from duty for a period commencing 6 weeks prior to the estimated date of delivery of the child and ending 6 weeks after the actual date of birth of the child.

- 101.13 A surrogate who produces medical evidence from a registered medical practitioner stating they are fit for duty until a date less than 6 weeks prior to the estimated date of delivery of the child may continue to work up until a date recommended by the medical practitioner, subject to the approval of the head of service.
- 101.14 A surrogate who has given birth to a child and produces medical evidence from a registered medical practitioner stating they are fit for duty from a date less than 6 weeks after the date of birth of the child may resume duty on a date recommended by the medical practitioner, subject to the approval of the head of service.
- 101.15 A surrogate who has given birth to a child may resume duty following the end of the 6 week period after the birth of the child, and earlier than the end of the approved period of surrogacy leave subject to the approval of the head of service.
- 101.16 An employee who has given birth to a child is entitled to return to work in accordance with the provisions in the National Employment Standards of the FW Act.

Evidence and conditions

- 101.17 An employee must give notice to their manager or supervisor as soon as practicable of their intention to be absent on surrogacy leave.
- 101.18 Surrogacy leave is deemed to be approved, however, an employee must submit an application to the head of service for any period of surrogacy leave.
- 101.19 Having considered the requirements of this clause the head of service must approve an employee's application to access surrogacy leave.
- 101.20 Prior to commencing surrogacy leave an employee will provide the head of service with documentary evidence of both the following:
- 101.20.1 The pregnancy and the estimated date of delivery from a registered medical practitioner or registered health professional who is operating within their scope of practice.
 - 101.20.2 Evidence of the valid surrogacy arrangement.
- 101.21 If requested by the head of service, an employee must provide the head of service with documentary evidence of the birth and the date of the birth of the child as soon as possible after the birth of the child. Such documentary evidence may include a copy of the birth certificate or documents provided by a registered medical practitioner or registered health professional who is operating within their scope of practice.

Rate of payment

- 101.22 The rate of payment to the employee during a paid period of surrogacy leave is the same rate as would be paid if the employee was granted paid personal leave.
- 101.23 Despite F28.22, where an employee varies their ordinary hours of work, either from part time to full time, from part time to different part time, or from full time to part time, during the 12-month period directly preceding surrogacy leave, the rate of payment for the paid component of their surrogacy leave, which will be capped at full time rates, will be calculated by using the average of their ordinary hours of work, excluding any periods of leave without pay, for the 12-month period immediately before the period of surrogacy leave commences.
- 101.24 To avoid doubt, an employee's status and all other entitlements remain unaltered by the operation of subclause F28.23.

Effect on other entitlements

- 101.25 Surrogacy leave with pay will count as service for all purposes.
- 101.26 Any period of unpaid surrogacy leave taken by an employee during the period commencing 6 weeks prior to the estimated date of delivery of the child and ending 6 weeks after the actual date of birth of the child will count as service for all purposes.
- 101.27 Public holidays for which the employee would otherwise have been entitled to payment that fall during periods of absence on surrogacy leave will not be paid as a normal public holiday.

Interaction with other leave entitlements

- 101.28 An employee who is eligible for surrogacy leave is not entitled to birth leave under clause F14 -.

102. Gender transition leave

Purpose

- 102.1 Gender transition leave is available to employees to enable them to be absent from duty for the purposes of activities associated with affirming an employee's gender.

Eligibility

- 102.2 Gender transition leave is available to employees, other than casual employees, who are undergoing transition to another gender.

Entitlement

- 102.3 Gender transition leave is available to an employee for the first 52 weeks after commencement of living as a member of another gender.
- 102.4 An employee undergoing gender transition is entitled, subject to the provision of appropriate evidence, to both the following:
- 102.4.1 Up to 4 weeks (20 days) paid leave, or up to 8 weeks (40 days) at half pay.
 - 102.4.2 Up to 48 weeks unpaid leave.
- 102.5 Leave for gender transition purposes is in addition to other leave entitlements, and is to be used for activities associated with affirming an employee's gender, including, but not limited to any of the following:
- 102.5.1 To attend appropriate medical or psychological appointments.
 - 102.5.2 To attend counselling appointments.
 - 102.5.3 To obtain legal advice.
 - 102.5.4 To obtain hormonal treatments.
 - 102.5.5 To undergo gender transition surgery or to attend surgery-related appointments.
- Note: it may be necessary under this provision for the employee to use additional time to the duration of appointments in order to facilitate travel and recovery.
- 102.6 Leave for gender transition purposes may be taken as consecutive or single days, or as part days.

Evidence and conditions

- 102.7 Employees wishing to access gender transition leave should discuss their intention to take leave with their manager or supervisor, or an appropriate HR Manager, as soon as practical.
- 102.8 An employee must make an application to the head of service to access gender transition leave. As far as practicable an employee will provide at least 4 weeks' written notice of their intended commencement date together with supporting documentary evidence.
- 102.9 Evidence may include any of the following:
- 102.9.1 A medical certificate from a registered medical practitioner or registered professional operating within their scope of practice.

- 102.9.2 A written referral, issued by a registered medical practitioner, to a counsellor.
- 102.9.3 A document issued by a counsellor.
- 102.9.4 A legal or other document issued by a state, territory, or federal government organisation.
- 102.9.5 A statutory declaration.

102.10 Having considered the requirements of this clause the head of service may approve an employee's application to access gender transition leave.

Rate of payment

- 102.11 Gender transition leave will be granted with pay for the first 4 weeks, or 8 weeks at half pay.
- 102.12 Paid gender transition leave may be taken with full or half pay, or a combination of full and half pay, with credits to be deducted on the same basis. The maximum paid period is up to 8 weeks at half pay.
- 102.13 The rate of payment to be paid to the employee during a paid period of gender transition leave is the same rate as would be paid if the employee was granted paid personal leave.

Effect on other entitlements

- 102.14 Leave with pay for gender transition purposes will count as service for all purposes. Leave without pay for gender transition purposes will not count as service for any purpose, but will not break an employee's continuity of service.
- 102.15 Public holidays for which the employee would otherwise have been entitled to payment that fall during periods of absence on gender transition leave will be paid as a normal public holiday.

Interaction with other leave entitlements

- 102.16 An application by an employee for long service leave or annual leave during a period that would otherwise be an unpaid period of gender transition leave will be granted to the extent of available entitlements.
- 102.17 An application by an employee for personal leave during a period that would otherwise be an unpaid period of gender transition leave will be granted subject to the employee providing a certificate from a registered medical practitioner or registered health professional operating within their scope of practice to the extent of available entitlements.

103. **Study Leave[#]**

103.1 The Study Leave provisions which are contained in the Public Sector Management Standards and the CIT Studies Assistance Policy, as varied from time to time, will continue to apply, unless other arrangements are agreed between CIT and the union.

104. **Recognition of Teaching Hours while on Leave[#]**

104.1 During an employee's teaching weeks, where an employee has a period of approved leave the employee will have recognition of teaching hours allocated in the following way:

104.1.1 Where an employee has been allocated scheduled classes in Faculty Load, those hours will be recognised as part of their annual target.

104.1.2 Where an employee has no scheduled classes allocated in Faculty Load, and there is no written agreement with the Delegate regarding teaching hours during the period of leave, then the employee will be allocated a daily teaching load based on the following formula:

$$\frac{\text{Required Annual Teaching Load}}{\text{Number of annual teaching weeks}} / 5$$

104.1.3 Where an employee has no scheduled classes allocated in Faculty Load, and there is a written agreement with the Delegate regarding the teaching hours (during the period of leave or on the total hours to be taught for the year), the hours to be recognised for the leave period will be an amount consistent with the written agreement.

104.2 Leave types as referred to in this clause are specified at Section F (Leave). Nothing in this clause prevents the application of Section F (Leave).

105. **Deferred Salary Scheme[#]**

105.1 Access to this clause is restricted to those employees who, at the commencement of this Agreement, have already commenced with the scheme. No new arrangements may be entered into.

105.1.1 Existing scheme users may complete their deferral, withdraw in line with subclause 105.4, but may not cease and restart the scheme in any way.

105.2 Consistent with subclause 105.1, an employee may receive over a four-year period, 80% of the salary they would otherwise be entitled to receive. On completion of the fourth year, the employee will be entitled to 12 months' leave and receive an entitlement equivalent to 80% of salary.

- 105.3 Where an employee completes the required years of deferred salary service and is not required to attend duty in the following year, their period of non-attendance will not constitute a break in service and will count as service for all purposes of accruing entitlements.
- 105.4 An employee may withdraw from this arrangement prior to completing the required period outlined in subclause 105.2 by written notice to the Chief Executive. The employee will receive reimbursement of the deferred salary amount as at the date of withdrawal from the scheme, but will not be entitled to equivalent absence from duty.

Section G: Communication and Consultation

106. Consultation

- 106.1 There will be effective consultation with an employee(s) and their representatives, including union representatives, on workplace matters. CIT recognises that consultation and employee participation in decisions that affect them is essential to the successful management of change.
- 106.2 Where there are proposals by CIT to introduce changes that would have a significant effect on an employee or a group of employees, the Chief Executive will consult with the affected employees and the union. Consultation means a genuine opportunity to contribute to and influence the decision making process prior to decisions being made.
- 106.2.1 Significant Effect includes, but is not limited to, effects of proposals that deal with:
- 106.2.1.1 the termination of the employment of employees through redundancy; or
 - 106.2.1.2 changes to the composition, operation or size of CIT workforce or the skills required of employees; or
 - 106.2.1.3 the elimination of diminution of job opportunities (including opportunities for promotion or tenure); or
 - 106.2.1.4 the alteration of hours of work; or
 - 106.2.1.5 the need to retrain employees; or
 - 106.2.1.6 the need to physically relocate employees; or
 - 106.2.1.7 the restructuring of job-roles, positions, structures or directorates; or
 - 106.2.1.8 changes to employment policies; or
 - 106.2.1.9 anything likely to materially affect workloads; or
 - 106.2.1.10 any other matter deemed relevant by parties covered by this Agreement
- 106.3 An employee(s) and/or their representatives may also initiate consultation on any matters or proposals if such consultation hasn't already been initiated under subclause 106.2.
- 106.4 The Chief Executive will provide relevant information to assist the employees and the union to understand the reasons for the proposed changes and the likely

impact of these changes so that the employee(s) and the union are able to contribute to the decision making process.

- 106.5 In addition to the consultation outlined in subclause 106.1 to 106.3:
- 106.5.1 a CIT Consultative Committee (CITCC) will be established, with membership to be agreed by the Chief Executive and the union following commencement of this Agreement and comprising representatives of:
 - 106.5.1.1 the Chief Executive; and
 - 106.5.1.2 the union; and
 - 106.5.2 adequate time will be provided to employees and the union to consult with CIT;
 - 106.5.3 CIT may:
 - 106.5.3.1 establish a consultative committee to cover this enterprise agreement and other enterprise agreements that CIT is covered by; or
 - 106.5.3.2 establish a consultative committee to cover this enterprise agreement; and
 - 106.5.4 additional levels of consultation, such as a Workplace Consultative Committee (WCC), may be established with the agreement of the CITCC to operate at the local level. Where established these levels of consultation will deal with workplace specific issues before such issues may be raised with the CITCC and have membership agreed by the CITCC.
- 106.6 The purpose of the CITCC is to:
- 106.6.1 monitor the operation and implementation of this Agreement;
 - 106.6.2 consider any proposed new or proposed significant changes to CIT policy statements and guidelines that relate to the provisions of this Agreement; and
 - 106.6.3 exchange information about workplace issues affecting employees; and
 - 106.6.4 consult on any existing performance management schemes, and on the development of any new performance management schemes, in CIT; and
 - 106.6.5 meet at least quarterly, unless otherwise agreed; and
 - 106.6.6 have terms of reference agreed to by the members of CITCC.

- 106.7 The CITCC will meet within two months of the commencement of this Agreement. The purpose of this meeting is to agree on the terms of reference, which will include the consultative structure to operate during the term of this Agreement.
- 106.7.1 The CITCC will meet no less than once in any twelve month period thereafter, unless a different period is agreed in the Terms of Reference.
- 106.7.2 Additional meetings of the CITCC may also be convened if requested by any member of the CITCC, or as determined by the Terms of Reference.
- 106.8 CIT recognises that the Chief Ministers, Treasury and Economic Development Directorate will consult with the union and employees prior to the finalisation of any significant changes or any new provisions in the PSM Act and the PSM Standards and any new service wide policy statements or guidelines that relate to the provisions of this Agreement. This consultation may occur through the Joint Council.

Consultation on Changes to Regular Rosters or Ordinary Hours of Work

- 106.9 Where CIT proposes to introduce a change to the regular roster or ordinary hours of work of employees, the following will apply:
- 106.9.1 the Chief Executive must notify the relevant employees of the proposed change;
- 106.9.2 the Chief Executive must recognise the affected employee(s) union or other representative;
- 106.9.3 as soon as practicable after proposing to introduce the change, the Chief Executive must:
- 106.9.3.1 discuss with the relevant employees the introduction of the change; and
- 106.9.3.2 for the purposes of the discussion, provide to the relevant employees:
- 106.9.3.2.1 all relevant information about the change, including the nature of the change; and
- 106.9.3.2.2 information about what the Chief Executive reasonably believes will be the effects of the change on the employees; and

106.9.3.2.3 information about any other matters that the Chief Executive reasonably believes are likely to affect the employees; and

106.9.3.3 invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

106.10 However, the Chief Executive is not required to disclose confidential or commercially sensitive information to the relevant employees.

106.11 The Chief Executive must give prompt and genuine consideration to matters raised about the change by the relevant employees.

106.12 These provisions are to be read in conjunction with other consultative obligations detailed in the Agreement.

Note: In this term "relevant employees" means the employees who may be affected by a change referred to in subclause 106.9.

106.13 In addition, the employee undertakes that, for the purposes of subclause 103.2, the Chief Executive will recognise and consult with the affected employee(s), their union or other representative.

107. **Freedom of Association**

107.1 CIT 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. CIT 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.

107.2 Employees in negotiations of any kind are entitled to negotiate collectively where they so choose.

107.3 Employees engaging in negotiations of any kind are entitled to be represented by a representative of their choice. The ACT Government will deal with any such representative in good faith.

108. **Right of Existing and New Employees to Representation in the Workplace**

108.1 CIT acknowledges the rights of its employees to be represented and to meet with their representatives in the workplace. CIT recognises the legitimate right of the union to represent its employees who are members, or eligible to become members of the union.

- 108.2 The FW Act prescribes the purpose and manner under which the union may exercise right of entry in the workplace. CIT will grant the union access in accordance with the FW Act.
- 108.3 In addition, CIT will:
- 108.3.1 allow union officials and employees, who are permit holders, to enter CIT workplaces for normal union business or to represent employees, to meet with management or members and to distribute or post material, provided that work is not disrupted;
 - 108.3.2 allow the union to meet with new CIT employees who are members, or who are eligible to become members, of the union, at a time during normal working hours which the union and the Chief Executive agree upon, and of which the Chief Executive will advise the employees;
 - 108.3.3 provide all new CIT employees with some form of induction program, including an induction package containing information about the union which the union has given CIT;
 - 108.3.4 invite the union to attend any face to face induction of new CIT employees, the details of which the Chief Executive will advise to the union contact officer or other nominated person with reasonable notice. Such attendance will be included as an integral part of the induction process and be for the purpose of delivering an information presentation including recruitment information to new CIT employees; and
 - 108.3.5 organise regular face to face meetings, which may be the face to face inductions of new ACTPS employees as per paragraph 108.3.4, between new ACTPS employees and the relevant union(s), for the purpose of delivering an information presentation including recruitment information to new ACTPS employees. Such meetings will be held at regular intervals as agreed between CIT and the union.
- 108.4 For the avoidance of doubt, nothing in subclause 108.3 should be taken as conferring a right of entry that is contrary to, or for which there is otherwise, a right of entry under the FW Act.

109. **Co-operation and Facilities for Unions and other Employee Representatives**

- 109.1 For the purpose of ensuring that the union and other employee representatives who are employees of CIT can effectively fulfil their employee representative role under this Agreement, the following provisions will apply.
- 109.2 Reasonable access to CIT 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 the union and other employee representatives to assist them to fulfil their representative obligations, duties and responsibilities having regard to CIT's statutory obligations, operational requirements and resources.

- 109.3 In addition to CIT facilities outlined in subclause 109.2, where available, a union or employee representative who is an employee of CIT will be able to establish designated Outlook public folders which will provide a collaborative electronic workspace to improve the flow of information. The use of CIT facilities will be in accordance with published whole-of-government policies and for matters other than for industrial action.
- 109.4 A union or other employee representative who is an employee of CIT will be provided with adequate paid time off from their usual working hours, to undertake duties to represent other employees.
- 109.5 While the representative duties would normally be expected to be performed within the workplace, on occasions the union or employee representative may be required to conduct these duties external to the workplace.
- 109.6 The role of union workplace delegates and other recognised union representatives is to be respected and facilitated. The ACTPS and union workplace delegates must deal with each other in good faith.
- 109.7 In addition to other provisions in this Agreement, in discharging their representative roles at the workplace level, the rights of union workplace delegates include, but are not limited to:
- 109.7.1 the right to be treated fairly and perform their role as workplace delegate without any discrimination in their employment;
 - 109.7.2 recognition by the ACTPS that endorsed workplace delegates speak on behalf of their members in the workplace;
 - 109.7.3 the right to participate in collective bargaining on behalf of those who they represent, as per the FW Act;
 - 109.7.4 the right to reasonable paid time off from their usual working hours to:
 - 109.7.4.1 provide information and seek feedback from employees in the workplace on workplace relations matters in the ACTPS during normal working hours;
 - 109.7.4.2 represent the interests of members to the employer and industrial tribunals;

- 109.7.4.3 consult with other delegates and union officials in the workplace, and receive advice and assistance from union staff and officials in the workplace;
 - 109.7.5 the right to email employees in their workplace to provide information to and seek feedback, subject to individual employees exercising a right to 'opt out';
 - 109.7.6 the right to consultation, and access to relevant information about the workplace and the ACTPS, subject to privacy legislation and other relevant legislation;
 - 109.7.7 the right to undertake their role as union representatives on Directorate workplace relations consultative committee(s);
 - 109.7.8 reasonable access to ACTPS facilities (including internet and email facilities, meeting rooms, lunch rooms, tea rooms and other areas where employees meet) for the purpose of carrying out work as a delegate and consulting with members and other interested employees and the union;
 - 109.7.9 the right to address new employees about union membership at the time they enter employment in their workplace;
 - 109.7.10 the right to access appropriate training in workplace relations matters including training provided by a union in accordance with clause 109.
- 109.8 In exercising their rights, workplace delegates and unions will adhere to ACTPS policies and guidelines and consider operational issues and the likely effect on the efficient operation of the ACTPS and the provision of services.

110. **Attendance at Industrial Relations Courses and Seminars**

- 110.1 For the purpose of assisting employees in gaining a better understanding of industrial relations issues relating to this Agreement, the Chief Executive will grant leave to employees to attend recognised short training courses or seminars on the following conditions:
- 110.1.1 that operating requirements permit the granting of leave;
 - 110.1.2 that the scope, content and level of the short courses contribute to the better understanding of industrial relations issues;
 - 110.1.3 leave granted under this clause will be with full pay, not including overtime; and
 - 110.1.4 each employee will not be granted more than 15 days leave in any calendar year.

- 110.2 If an employee applies for leave under subclause 110.1 and the Chief Executive rejected the application because of operational requirements, approval of any subsequent application for leave by the employee under subclause 107.1 will not be withheld unreasonably, provided that the employee gives the Chief Executive at least 14 days' notice in writing.
- 110.3 CIT will accept any short course conducted or accredited by a relevant employee organisation (for example, the union, Australian Council of Trade Unions or the ACT Trades and Labour Council) as a course to which subclause 110.1 applies.
- 110.4 Leave granted for this purpose will count as service for all purposes.

111. **Dispute Avoidance and Settlement Procedures**

- 111.1 The objective of these procedures is the prevention and resolution of disputes about both of the following:
- 111.1.1 Matters arising in the workplace, including disputes about the interpretation or implementation of this Agreement.
 - 111.1.2 The application of the National Employment Standards.
- 111.2 For the purposes of this clause, except where the contrary intention appears, the term 'parties' refers to 'parties to the dispute'.
- 111.3 All persons covered by this Agreement agree to take reasonable internal steps to prevent, and explore all avenues to seek resolution of, disputes.
- 111.4 An employee who is a party to the dispute may appoint a representative, which may be a relevant union, for the purposes of the procedures of this clause.
- 111.5 In the event there is a dispute, all the following processes apply.
- 111.5.1 Where appropriate, the relevant employee or the employee's representative must discuss the matter with the employee's supervisor. Should the dispute not be resolved, it must proceed to the appropriate management level for resolution.
- 111.6 In instances where the dispute remains unresolved, the next appropriate level of management, the employee, the union or other employee representative must be notified and a meeting must be arranged at which a course of action for resolution of the dispute will be discussed.
- 111.7 If the dispute remains unresolved after this procedure, a party to the dispute may refer the matter to FWC.
- 111.8 FWC may deal with the dispute in the following 2 stages:

- 111.8.1 The FWC must first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation.
- 111.8.2 if FWC is unable to resolve the dispute at this first stage, FWC may then do both of the following:
- 111.8.2.1 Arbitrate the dispute.
 - 111.8.2.2 Make a determination that is binding on the parties.
- 111.9 FWC may exercise any powers it has under the FW Act as are necessary for the just resolution or determination of the dispute.
- 111.10 A person may be assisted and represented at any stage in the dispute process in FWC on the same basis as applies to representation before FWC under section 596 of the FW Act.
- 111.11 All persons involved in the proceedings under subclause 108.9 must participate in good faith.
- 111.12 Unless the parties agree to the contrary, FWC must, in responding to the matter, have regard to whether a party has applied the procedures under this term and acted in good faith.
- 111.13 The parties agree to be bound by a decision made by FWC in accordance with this clause.
- 111.14 Notwithstanding subclause 111.14 any party may appeal a decision made by FWC in accordance with the FW Act.
- 111.15 Despite the above, the parties may agree to submit the dispute to a body or person other than FWC. Where the parties agree to submit the dispute to another body or person, all of the following apply:
- 111.15.1 References to FWC in the above provisions must be read as a reference to the agreed body or person.
 - 111.15.2 All obligations and requirements on the parties and other relevant persons under the provisions in this clause must be complied with unless the parties agree otherwise.
 - 111.15.3 The agreed body or person must deal with the dispute in a manner that is consistent with section 740 of the FW Act.
- 111.16 While the parties are trying to resolve the dispute using procedures in this clause the employee must do all of the following:

- 111.16.1 Continue to perform their work as they would normally unless they have a reasonable concern about an imminent risk to their health or safety.
- 111.16.2 an employee must comply with a direction given by the Chief Executive to perform other available work at the same workplace, or at another workplace, unless any of the following apply:
- 111.16.2.1 The work is not safe.
 - 111.16.2.2 Applicable workplace health and safety legislation would not permit the work to be performed.
 - 111.16.2.3 The work is not appropriate for the employee to perform.
 - 111.16.2.4 There are other reasonable grounds for the employee to refuse to comply with the direction.
- 111.17 Any dispute formally commenced in accordance with 111.7 under the ACT Public Sector Administrative and Related Classifications Enterprise Agreement 2018 – 2021, but not concluded before the commencement of this Agreement, shall continue to be dealt with in accordance with the dispute settlement provisions in this Agreement. Any steps already taken in that process will be recognised and accepted by parties and the FWC as steps taken for the purpose of this clause.

112. **Privatisation**

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

will be appointed by the Chief Executive to oversee the assessment of the in-house bid.

113. **Workplace Health and Safety[#]**

- 113.1 CIT will further enhance its commitment to Workplace Health and Safety (WH&S) and the Injury Management of all employees by:
- 113.1.1 providing appropriate access to time, as determined by CIT, for Workplace Health and Safety representatives to perform their duties;
 - 113.1.2 monitoring WH&S issues and making available budget funding for health and wellbeing activities which address prevailing WH&S issues including, for example, but not limited to:
 - 113.1.2.1 personal protective equipment;
 - 113.1.2.2 preventative measures such as ergonomic assessment of workstations and preventative exercise and relaxation techniques to minimise risk of musculoskeletal and stress related injuries within the workplace;
 - 113.1.2.3 activities to encourage greater physical activity;
 - 113.1.3 making available annual non-mandatory influenza vaccinations to all employees. CIT may also provide immunisation or therapy against other contagions as appropriate. CIT will consider requests from employees for such therapy.
 - 113.1.4 providing access to specialist critical incident stress debriefing to employees and their immediate family as required further to the commitment of providing Employee Assistance Program services under clause 68.
 - 113.1.5 making available return to work opportunities for all ill and injured employees, consistent with its legal and moral obligations.
- 113.2 CIT recognises the importance of minimising workplace stress and ensuring that its staff maintain good mental health and wellbeing. CIT will work collaboratively with staff at all levels to ensure a positive work health and safety culture.
- 113.3 CIT acknowledges that health is not only the absence of illness, but a situation of physical, mental and social wellbeing. In addition to Employee Assistance Program services under clause 68, CIT provides employees:
- 113.3.1 Individually tailored support packages as required;
 - 113.3.2 Reasonable adjustment to work practices in line with ACTPS policy;

- 113.3.3 Quick access to a variety of external support services via the Staff Information Site (SIS);
- 113.3.4 Access to Mental Health Awareness training;
- 113.3.5 Access to Mental Health First Aid training; and
- 113.3.6 Access to psychological services through ACTPS Shared Services initiatives, such as NewAccess; and
- 113.3.7 Other services as provided by CIT from time to time.

114. Insourcing and Secure Employment

- 114.1 CIT is committed to promoting permanent employment and job security for employees within the ACTPS and accordingly agrees to the provisions in this clause.
- 114.2 The ACTPS is committed to establishing an insourcing and secure employment framework for assessing if applicable procured work should be provided by the public sector.
- 114.3 The ACTPS is committed to all of the following:
 - 114.3.1 Minimising the use of consultants and contractors and labour-hire across the ACTPS
 - 114.3.2 Minimising the use of sub-contractors and increase the use of direct employment of workers across the ACTPS
 - 114.3.3 Supporting direct employment relationships, but where sub-contractors are operating, that industrial and legal mechanisms to protect their rights, be developed and implemented.
- 114.4 As part of the introduction of the secure employment framework an to assist in the promotion of permanent employment for employees, CIT will ensure that the employees of any consultants and contractors CIT proposes to engage, receive pay and conditions at least equivalent in overall terms to ACTPS pay and conditions.
- 114.5 Prior to making decisions about matters covered by this clause appropriate consultation must be undertaken with relevant employees and unions in accordance with clause 106 of this Agreement.

115. Consultation Regarding the Teaching Calendar[#]

- 115.1 CIT agrees to consult with the union on the annual teaching calendar proposed for the following year prior to publication of the calendar.

Section H: Workplace Values and Behaviour

116. Introduction

- 116.1 All employees have a common interest in ensuring that workplace behaviours are consistent with, and apply the values and general principles set out in Division 2.1 of the PSM Act 1994 and the ACT Public Sector Code of Conduct and Signature Behaviours. This involves the development of an ethical and safe workplace in which all employees act responsibly and are accountable for their actions and decisions. Bullying, harassment and discrimination of any kind will not be tolerated in ACTPS workplaces. It is recognised that bullying, harassment and discrimination in the workplace has both emotional and financial costs and that both systemic and individual instances of bullying and harassment are not acceptable.
- 116.2 The following provisions of Section H contain procedures for managing workplace behaviours that do not meet expected standards, including the management of cases of unsatisfactory work performance and misconduct.
- 116.3 These procedures for managing workplace behaviours and values promote the values and general principles of the ACTPS as set out in Division 2.1 of the PSM Act 1994 and account for the principles of natural justice and procedural fairness.
- 116.4 Any misconduct, underperformance, internal review or appeal process under the previous enterprise agreement that is not completed as at the date of commencement of this enterprise agreement will be completed under the previous enterprise agreement. Any right of appeal from that process will also be set out in the previous enterprise agreement.
- 116.5 Noting that the provisions of this Section H are in mostly identical terms to Section H (however described) of other ACTPS enterprise agreements, if an employee moves from an Agreement applicable to another Territory Entity to CIT either on a permanent or temporary basis while a misconduct process is on foot, and irrespective of whether this Agreement or another ACTPS Enterprise Agreement applied to the employee at the time the misconduct process commenced, the misconduct process will continue and the employee is required to continue to participate in the process.
- 116.5.1 Any disciplinary action and sanction which is determined to be applied under clause 113 of the previous Agreement will be applied to the employee in their new position at CIT, where the Chief Executive determines it is appropriate and necessary and having due regard to the nature of the misconduct and the changes in employment circumstances including any material bearing on the employee's duties and responsibilities in their new position.
- 116.6 If an employee resigns from the ACTPS while a misconduct process is on foot, the Public Sector Standards Commissioner may:

- 116.6.1 determine to complete the misconduct process under Section H of this Agreement, including inviting the employee to participate in the process, such that the outcome of the process can be taken into account with any application by the employee to subsequently re-enter the ACTPS; or
- 116.6.2 determine to stay the process upon the employee's resignation and communicate to the employee that the misconduct process may recommence if the employee subsequently re-enters, or seeks to re-enter, the ACTPS. Any disciplinary action and sanction which is determined as a consequence of a resumed misconduct process may be imposed on the employee in their new position in accordance with 116.5.1 or taken into account with any application by the employee to subsequently re-enter the ACTPS.

117. Preliminary Assessment

- 117.1 In cases where an allegation of inappropriate behaviour or alleged misconduct is made or an incident occurs which may be deemed to be inappropriate behaviour or alleged misconduct, the appropriate manager/supervisor will undertake an assessment to determine whether the matter can be resolved or whether further action is required or not.
- 117.2 The manager/supervisor may inform and/or seek advice from an appropriate human resource advisor, however the manager/supervisor will be responsible for undertaking the assessment unless an actual or perceived conflict of interest exists.
- 117.3 The assessment will be done in an expedient manner and generally be limited to having discussions (either verbal or written) about the allegation or incident, with relevant employees, and, if requested, their representatives.
- 117.4 Although the principles of procedural fairness apply, this assessment is not a formal investigation (as this may occur after the assessment is undertaken) and is designed to enable a manager/supervisor to quickly determine whether formal investigation or other action is needed or not to resolve the issues. The manager/supervisor will communicate the outcomes to relevant employees and their representatives if any.
- 117.5 If the manager/supervisor determines that the allegations require investigation the manager/supervisor will recommend to the Chief Executive that the matter be investigated.
- 117.6 The Chief Executive may determine that no investigation is necessary where the employee admits to the alleged misconduct and the employee agrees that there is no need for an investigation. The employee must fully understand the misconduct they are admitting to and make an admission statement.

117.7 Where an employee makes an admission in accordance with subclause 117.6 the Chief Executive may determine the appropriate disciplinary action/sanction in accordance with clause 126. The Chief Executive must ensure that they have sufficient information concerning the nature and full circumstances of the misconduct, any mitigating factors, and details of the employee's prior service record and performance to enable a fair and reasonable determination under clause 126 to be made.

118. **Counselling**

118.1 Counselling may happen outside of the misconduct and underperformance processes. This is an opportunity for the employee and the manager to discuss possible causes and remedies for identified workplace problems. All parties have an obligation to participate in counselling in good faith.

118.2 In cases where counselling is considered to be appropriate, the employee will be informed what the discussion will be about and be invited to have a support person, who may be the employee's union or other employee representative, present at the counselling and will allow reasonable opportunity for this to be arranged.

118.3 The manager/supervisor or the Chief Executive will create a formal record of the counselling which will include details about the ways in which the employee's conduct needs to change or improve, the time frames within which these changes or improvements must occur and may include a written direction about future expectations, standards and behaviours.

118.4 The record of the counselling will be provided to the employee and the employee given an opportunity to correct any inaccuracies and provide comments before signing the record. The employee's signature is taken as representing their full agreement that the record accurately reflects the discussion. If the employee elects not to sign the record, then details of the offer and any reasons given for refusal will be clearly noted.

118.5 Where the manager/supervisor or the Chief Executive considers that the employee's conduct has not improved following counselling, an underperformance or misconduct process may be undertaken in relation to continued and/or subsequent behaviour, following a preliminary assessment being undertaken in accordance with clause 117.

119. **Underperformance**

119.1 Under this clause, procedures are established for managing underperformance by an employee.

119.2 This clause applies to all employees, except casual employees who are not eligible casual employees. In applying these procedures to employees on probation, temporary employees engaged for over six months, or eligible casual employees,

the Chief Executive may determine that procedures and practices throughout clause 119 (Underperformance) may be applied on an appropriate and proportionate basis according to the circumstances of the case, and in accordance with the principles of procedural fairness and natural justice.

119.2.1 If the process is to be applied on a proportionate basis in accordance with this subclause the content of that process, along with any estimated timeframes, will be communicated to the employee when the process commences.

119.3 The objectives of these procedures are to:

119.3.1 provide advice and support to an employee whose performance is below standard required; and

119.3.2 to provide a fair, prompt and transparent framework for action to be taken where an employee continues to perform below expected standard.

Underperformance Discussions

119.4 Consistent with good management practice, concerns about underperformance should be raised by the manager/supervisor with the employee at the time that the concerns arise or are identified. The manager/supervisor should offer advice and support to the employee to overcome these concerns. The manager/supervisor should inform the employee that the underperformance procedures in subclauses 119.7 to 119.20 might be invoked if the underperformance continues.

119.5 In order to ensure that these procedures operate in a fair and transparent manner, the manager/supervisor will be responsible for documenting all relevant discussions. This includes making a record of all relevant discussions under this clause, to be signed by both the manager/supervisor and the employee. The employee must be given the opportunity to comment on any records before signing them. In circumstances where the employee refuses to sign such a record, the refusal will be noted on the relevant record.

119.6 All parties have an obligation to participate in underperformance processes in good faith.

Underperformance Process

Step One: Action Plan

119.7 Where a manager/supervisor assesses that an employee's work performance is demonstrated as being below expected standards after having previously discussed concerns with the employee in line with subclause 119.4, the manager/supervisor will inform the employee in writing of this assessment and the

reasons for it. The employee will be invited by the manager/supervisor to provide written comments on this assessment, including any reasons that in the employee's view may have contributed to their recent work performance.

- 119.8 After taking into account the comments from the employee, the manager/supervisor must prepare an action plan in consultation with the employee.
- 119.9 The manager/supervisor will invite the employee to have a support person, who may be the employee's union or other employee representative, present at discussions to develop the action plan and will allow reasonable opportunity for this to be arranged.
- 119.10 The action plan will:
- 119.10.1 identify the expected standard of work required of the employee on an on-going basis;
 - 119.10.2 identify and/or develop any learning and development strategies that the employee should undertake;
 - 119.10.3 outline the potential underperformance actions that may be taken if the employee does not meet the expected standard;
 - 119.10.4 specify the action plan period), which should not normally be less than one month and should not normally exceed six months to allow the employee sufficient opportunity to achieve the expected standard; and
 - 119.10.5 specify the assessment criteria to be measured within the action plan period.
- 119.11 Any current performance agreement will be suspended during the period of the action plan. Any incremental advancement action for the employee will be suspended during the action plan period.

Step Two: Regular Assessment

- 119.12 During the action plan period, the manager/supervisor will make regular written assessments (desirably every fortnight) of the employee's work performance under the action plan. The employee will be given an opportunity to provide written comments on these assessments.
- 119.13 If the manager/supervisor considers that further assessment is needed the manager/supervisor may extend the action plan period. However, the extended assessment time must not result in the action plan exceeding six months duration. The manager/supervisor will inform the employee in writing of the decision to extend the assessment time and duration of the action plan.

Step Three: Final Assessment / Report

- 119.14 If at the end of the action plan period, the manager/supervisor assesses the work performance of the employee as satisfactory, no further action will be taken under these procedures at that time. The manager/supervisor will inform the employee in writing of this decision.
- 119.15 If at the end of the action plan period, the manager/supervisor assesses the work performance of the employee as not satisfactory, the manager/supervisor will provide a report including the assessment and reasons for the assessment to the Chief Executive.

Step Four: Underperformance Action

- 119.16 The Chief Executive will advise the employee in writing:
- 119.16.1 of the assessment and reasons for the manager's/supervisor's assessment;
 - 119.16.2 of the underperformance action/s (subclause 119.17) proposed to be taken and the reasons for proposing this action;
 - 119.16.3 of the employee's right to respond in writing to the proposed action within a period of not more than seven calendar days.
- 119.17 At any time after seven calendar days from the date the Chief Executive advised the employee under subclause 119.16, and after considering an response from the employee, the chief Executive may decide to take one or more of the following underperformance actions:
- 119.17.1 transfer the employee to other duties (at or below current pay);
 - 119.17.2 defer the employee's incremental advancement;
 - 119.17.3 reduce the employee's incremental point;
 - 119.17.4 temporarily or permanently reduce the employee's classification and pay;
 - 119.17.5 remove any benefit derived through an existing Attraction and Retention Incentive;
 - 119.17.6 terminate the employee's employment.
- 119.18 If an employee's incremental point is reduced in accordance with subclause 119.17.3, or the employees classification is permanently reduced in accordance with subclause 119.17.4 the date the sanction takes effect will become the new anniversary date for the purpose of future incremental advancement. Any higher

duties worked prior to the date of sanction will not count towards incremental advancement at a higher level.

119.19 The Chief Executive will inform the employee in writing of the decision made under subclause 119.17, the reasons for the decision and the appeal mechanisms available under this Agreement.

119.20 At any time in these procedures, the employee may elect to be retired on the grounds of inefficiency.

120. **Appeal Rights**

120.1 The employee has the right under Section K to appeal any underperformance action taken under subclause 119.17, except action to terminate the employee's employment.

120.2 The employee may have an entitlement to bring an action under the FW Act in respect of any termination of employment under this Agreement. This will be the sole right of review of such an action.

121. **Misconduct & Discipline**

Objectives and Application

121.1 This clause establishes procedures for managing misconduct or alleged misconduct by an employee.

121.2 This clause applies to all employees, except casual employees who are not eligible casual employees. In applying these procedures to employees on probation, temporary employees or eligible casual employees, the Chief Executive may determine that procedures and practices throughout clauses 125 to 126 apply on a proportionate basis according to the circumstances of the case and in accordance with the principles of procedural fairness and natural justice.

121.2.1 If the process is to be applied on a proportionate basis in accordance with this subclause the content of that process, along with any estimated timeframes, will be communicated to the employee when the process commences.

121.3 The objective of these procedures is to encourage the practical and expeditious resolution of misconduct issues in the workplace.

121.4 All parties have an obligation to participate in misconduct processes in good faith.

What is Misconduct?

121.5 For the purposes of this Section, misconduct includes any of the following:

- 121.5.1 the employee fails to meet the obligations set out in section 9 of the PSM Act 1994;
- 121.5.2 the employee engages in conduct that the Chief Executive or the Public Sector Standards Commissioner is satisfied may bring, or has brought, CIT or the ACTPS into disrepute;
- 121.5.3 a period of unauthorised absence and the employee does not offer a satisfactory reason on return to work;
- 121.5.4 the employee is found guilty of, or 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 CIT;
- 121.5.5 the employee fails to notify the Chief Executive of criminal charges in accordance with clause 127; or
- 121.5.6 the employee makes a vexatious or knowingly false allegation against another employee.

What is Serious Misconduct?

- 121.5.7 Serious misconduct means conduct that is so serious that it may be inconsistent with the continuation of an employee's employment with CIT. Serious misconduct is defined within the Fair Work Regulations.

122. Dealing with Allegations of Misconduct

- 122.1 Upon becoming aware of a matter of alleged misconduct the Chief Executive will determine whether or not the matter needs to be investigated. Where the Chief Executive determines that investigation is required the Head of Service will refer the matter to the Public Sector Standards Commissioner for investigation.
- 122.2 At any stage of dealing with alleged misconduct the Chief Executive may, in accordance with clause 123:
 - 122.2.1 transfer the employee to other duties; or
 - 122.2.2 re-allocate duties away from the employee; or
 - 122.2.3 suspend the employee with pay; or
 - 122.2.4 suspend the employee without pay.
- 122.3 Upon receiving a referral in accordance with subclause 122.1 the Public Sector Standards Commissioner will either make arrangements for an appropriately trained or experienced person (the investigating officer) to investigate the alleged

misconduct in accordance with clause 124 or may decide that an investigation will not resolve the matter and refer it back to the Chief Executive for resolution or further consideration.

- 122.4 The Chief Executive may determine that no investigation is necessary where the employee admits to the alleged misconduct and the employee agrees that there is no need for an investigation. The employee must fully understand the misconduct they are admitting to and make an admission statement.
- 122.5 Where an employee makes an admission in accordance with subclause 117.6 the Chief Executive may determine the appropriate disciplinary action/sanction in accordance with clause 126. The Chief Executive must ensure that they have sufficient information concerning the nature and full circumstances of the misconduct, any mitigating factors, and details of the employee's prior service record and performance to enable a fair and reasonable determination under clause 123 to be made.
- 122.6 The Public Sector Standards Commissioner may at any time decide to instigate an investigation of alleged misconduct, in the absence of a referral under subclause 122.1, if satisfied that the matter warrants investigation.
- 122.7 Notwithstanding the provisions of this section, the Chief Executive may summarily terminate the employment of an employee without notice for serious misconduct as defined within the Fair Work Regulations.

123. **Suspension, Reassignment or Transfer**

- 123.1 This clause applies to all employees including eligible casual employees and employees on probation.
- 123.2 In accordance with subclause 122.2 the Chief Executive may suspend with pay or without pay, reassign or transfer an employee where the Chief Executive is satisfied that it is in the public interest, the interests of the ACTPS or the interests of CIT to do so while the alleged misconduct is being dealt with.
- 123.3 The requirements under subclauses 123.4, 123.5 and 123.10 will also apply in circumstances where an employee has been reassigned or transferred with pay to other duties following an allegation of misconduct, to the extent that the employee is no better off financially than if they had not been reassigned or transferred.
- 123.4 The Chief Executive will not normally suspend, reassign or transfer an employee without first informing the employee of the reasons for the proposed suspension, reassignment or transfer 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.
- 123.5 Whilst suspended with pay an employee will be paid:

- 123.5.1 the employee's ordinary hourly rate of pay and any higher duties allowances that would have been paid to the employee for the period they would otherwise have been on duty; and
- 123.5.2 overtime (but not overtime meal allowance) and shift penalty payments where there is a regular and consistent pattern of extra duty or shift work being performed over the previous six months which would have been expected to continue but for the suspension from duty; and
- 123.5.3 any other allowance or payment (including under a Attraction and Retention Initiative entered into in accordance with Annex B to this Agreement) of a regular or on-going nature that is not conditional on performance of duties.
- 123.6 Where a decision is made to suspend an employee with pay no appeal or review of that decision is available.
- 123.7 Unless the employee is on authorised leave an employee who is suspended must be available to attend work and participate in the disciplinary process within 48 hours of receiving notice.
- 123.8 Suspension without pay is usually only appropriate where serious misconduct is alleged or where the employee is charged with a criminal offence that would in the opinion of the Chief Executive be incompatible with the continuation of the employee's employment.
- 123.9 A period of suspension without pay will not be for more than thirty calendar days, unless exceptional circumstances apply;
- 123.10 If the period of suspension without pay extends beyond thirty calendar days as per subclause 123.9, the suspension should be reviewed every thirty calendar days unless the Chief Executive considers that, in the circumstances, a longer period is appropriate.
- 123.11 Whilst suspended without pay:
- 123.11.1 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. Any such permission given to the employee is granted on the condition that the employee remains available to attend work and participate in the disciplinary process as per subclause 123.7;
- 123.11.2 in cases of demonstrated hardship, the Chief Executive may determine that the employee may cash out accrued long service leave and/or annual leave;

123.11.3 the employee may apply to the Chief Executive for the suspension to be with pay on the grounds of demonstrated hardship.

123.12 An employee suspended without pay and who is later acquitted of the criminal offence (which is the subject of the allegation(s) of misconduct which caused the employee to be suspended), or is found not to have been guilty of the misconduct:

123.12.1 is entitled to be repaid the amount by which the employee's pay was reduced; and

123.12.2 is entitled to be credited with any period of long service or annual leave that was cashed out in accordance with paragraph 120.11.2.

123.13 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 whose employment is terminated 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.

124. Investigations

124.1 The role of the investigating officer is to establish the facts of the allegations and to provide a report of those facts to the Public Sector Standards Commissioner.

124.2 The investigating officer will:

124.2.1 inform the employee in writing of the particulars of the alleged misconduct, and details concerning the investigative process; and

124.2.2 give the employee a reasonable opportunity to respond to allegations, which the employee may do in writing and/or at a scheduled interview or in a different manner as agreed with the investigating officer, before making a finding of fact; and

124.2.3 for written responses the timeframe for response will be as communicated by the investigator and be reasonable under the circumstances; and

124.2.4 where the response includes an interview provide the employee with at least twenty four hours written notice prior to conducting an interview, and advise the employee if the interview is to be recorded electronically; and

124.2.5 advise the employee that the employee may have a second person present during the interview, who may be a union representative or other individual acting as support person and will allow reasonable opportunity for this to be arranged; and

124.2.6 provide a record of the interview to the employee; and

- 124.2.7 give the employee an opportunity to supplement the record of an interview with a written submission, if the employee so chooses; and
 - 124.2.8 as soon as practicable take any further steps considered necessary to establish the facts of the allegations; and
 - 124.2.9 provide a written report to the Public Sector Standards Commissioner setting out the investigating officer's findings of fact.
- 124.3 If the employee fails to, or chooses not to, respond to the allegations in accordance with subclause 124.2 within a reasonable timeframe, the investigating officer will prepare the report and set out the findings of fact on the information available.
- 124.4 The investigating officer's finding of fact will be made on the balance of probabilities.
- 124.5 The Public Sector Standards Commissioner may request that the Chief Executive authorise access to relevant CIT information and communication technology (ICT) records including email, computer, work phone records, or building access logs if the investigating officer requires access in order to establish the facts of the allegations.
- 125. Findings of misconduct**
- 125.1 After considering the report from the investigating officer, the Public Sector Standards Commissioner will make a proposed determination on the balance of probabilities as to whether misconduct has occurred.
 - 125.2 If the Public Sector Standards Commissioner determines that misconduct has not occurred, the Public Sector Standards Commissioner will notify the employee of this finding and advise that no sanctions will be imposed.
 - 125.3 If the Public Sector Standards Commissioner makes a proposed determination that misconduct has occurred in accordance with subclause 125.1 the Public Sector Standards Commissioner will:
 - 125.3.1 advise the employee in writing of the proposed determination that misconduct has been found to have occurred; and
 - 125.3.2 provide written reasons for arriving at this proposed determination; and
 - 125.3.3 provide a copy of the investigation report unless this would be inappropriate in the circumstances; and
 - 125.3.4 advise the employee of the period during which the employee has to respond to the proposed determination that misconduct has occurred. This period must be no less than fourteen calendar days.

- 125.4 After considering the employee's response or, if the employee has not responded, at any time after the period outlined in paragraph 125.3.4 has lapsed, the Public Sector Standards Commissioner will make a final determination as to whether or not misconduct has occurred and will:
- 125.4.1 inform the employee in writing of the final determination of whether or not misconduct has occurred; and if the determination is that misconduct has occurred:
 - 125.4.1.1 refer the matter to the Chief Executive for consideration of whether or not disciplinary action is to be taken in accordance with clause 126; and
 - 125.4.1.2 inform the employee that the matter has been referred to the Chief Executive in accordance with subparagraph 125.4.1.1.

126. **Disciplinary Action and Sanctions**

- 126.1 In circumstances where the Chief Executive:
- 126.1.1 receives a determination from the Public Sector Standards Commissioner in accordance with paragraph 125.4.1; or
 - 126.1.2 following an admission by the employee in accordance with subclauses 117.7 or 122.4
- the Chief Executive will consider whether or not disciplinary action is appropriate, or whether or not one or more of the following sanctions may be taken in relation to the employee:
- 126.1.3 a written reprimand;
 - 126.1.4 a financial penalty which can:
 - 126.1.4.1 reduce the employee's increment level,
 - 126.1.4.2 defer the employee's incremental advancement,
 - 126.1.4.3 impose a fine on the employee,
 - 126.1.4.4 require the employee to fully or partially reimburse the employer for damage that the employee has wilfully incurred to property or equipment;
 - 126.1.5 transfer the employee temporarily or permanently to another position at level or to a lower classification level;
 - 126.1.6 remove any benefit derived through an existing Attraction and Retention Incentive;

- 126.1.7 termination of employment.
- 126.2 Nothing in this section limits the ability of the Chief Executive to require an employee to participate in formal remedial programs/sessions aimed at assisting the employee with addressing the behaviour that was the subject of the misconduct process.
- 126.3 In relation to paragraph 126.1.5, if an employee's classification is reduced as a result of disciplinary action, service before the demotion is not counted towards an increment for any higher duties the employee performs after demotion.
- 126.4 sanctions imposed under these procedures must be proportionate to the degree of misconduct concerned. In determining the appropriate sanction, the following factors must be considered:
- 126.4.1 the nature and seriousness of the misconduct;
 - 126.4.2 the degree of relevance to the employee's duties or to the reputation of CIT or the ACTPS;
 - 126.4.3 the circumstances of the misconduct;
 - 126.4.4 any mitigating factors, including any full admission of guilt; and
 - 126.4.5 the previous employment history and the general conduct of the employee.
- 126.5 If the employee has moved to a new position, other than as a result of a decision in accordance with clause 122, during the course of the misconduct process, the changes in employment circumstances will be taken into account as appropriate in accordance with subclause 116.5.1.
- 126.6 Unless there are exceptional circumstances, the Chief Executive will within 14 calendar days of receiving the referral from the Public Sector Standards Commissioner under subclause 125.4.1.1 inform the employee in writing of the proposed disciplinary action to be taken, if any, and provide the employee with seven calendar days to respond.
- 126.7 The timeframes stipulated in 126.6 may be extended if the Chief Executive and the Public Sector Standards Commissioner agree that extenuating circumstances warrant the extension.
- 126.8 After considering the employee's response in accordance with subclause 126.6, or if the employee does not respond, at any time after the seven calendar days as set out in 126.6 have passed, the Chief Executive will make their final decision and inform the employee in writing of:
- 126.8.1 the final decision; and
 - 126.8.2 the disciplinary action to be taken, if any; and

- 126.8.3 the date of effect and/or, if relevant, the cessation of any disciplinary action; and
- 126.8.4 the appeal mechanisms that are available under Section K of this Agreement.

127. Criminal Charges

- 127.1 An employee must advise the Chief Executive in writing within 48 hours where practicable, but no longer than seven calendar days, of any criminal charges laid against the employee. In circumstances where the interests of CIT or of the ACTPS may be adversely affected, taking into account:
 - 127.1.1 the circumstances and seriousness of the alleged criminal offence; and
 - 127.1.2 the employee's obligations under section 9 of the PSM Act; and
 - 127.1.3 the effective management of the employee's work area; and
 - 127.1.4 the integrity and good reputation of the ACTPS and CIT; and
 - 127.1.5 the relevance of the offence to the employee's duties.
- 127.2 Where criminal charges are laid against an employee and the interests of CIT or the ACTPS may be adversely affected, the Chief Executive may suspend the employee in accordance with the suspension arrangements under clause 126.
- 127.3 If an employee is found guilty of, or convicted of a criminal offence (including if a non-conviction order is made) 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.
- 127.4 Where an employee is convicted of a criminal offence and the conviction or finding has adversely affected the interests of CIT or the ACTPS, the Chief Executive may impose a sanction for misconduct against the employee in accordance with clause 126.

128. Right of Appeal

- 128.1 An employee has the right under Section J (Appeal Mechanism) to appeal against any finding of misconduct under clause 125, any decision to take disciplinary action or to apply a sanction under clause 126, or against any decision taken under clause 123 to suspend the employee without pay, or to transfer the employee at reduced pay, except action to terminate the employee's employment.
- 128.2 An employee may have an entitlement to bring an action under the FW Act in respect of any decision under this Section to terminate the employee's employment. This will be the sole right of review of such a decision.

- 128.3 The appeal procedures under Section J apply to the exclusion of the rights of appeal and review under the PSM Act 1994 and the internal review procedures contained in Section I of this Agreement.

Section I: Internal Review Procedures

129. Objectives and Application

- 129.1 Under this Section, procedures are established for employees to seek a review of management actions that affect their employment with CIT.
- 129.2 The procedures in this section promote the values and general principles of the ACTPS and account for the principles of natural justice and procedural fairness.
- 129.3 These procedures apply to all employees covered by this Agreement.
- 129.4 For the purposes of this Section, an action includes a decision and a refusal or failure to make a decision.

130. Decisions and Actions Excluded

- 130.1 The following decisions and actions are excluded from the rights of an employee to seek a review under procedures set out in this Section:
 - 130.1.1 actions regarding the policy, strategy, nature, scope, resourcing or direction of the ACTPS and CIT (see clause 106 of this Agreement for consultation on these actions);
 - 130.1.2 actions arising under Commonwealth or ACT legislation that concern domestic or international security matters;
 - 130.1.3 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*);
 - 130.1.4 actions regarding workers' compensation (see the *Safety, Rehabilitation and Compensation Act 1988* for reviews and appeals);
 - 130.1.5 decisions to terminate the appointment of an employee on probation;
 - 130.1.6 decisions on classification of an office (see clause 55: Classification/Work Value Review of this Agreement for reviews on classifications);
 - 130.1.7 Any action to which the employee has an appeal or review right under Section K of this Agreement;
 - 130.1.8 any action to which the employee has an appeal right under subclause 134.3 of this Agreement;
 - 130.1.9 any action arising from the preliminary assessment process under clause 117;

- 130.1.10 actions arising from the misconduct procedures of this Agreement;
- 130.1.11 actions arising from the underperformance procedures of this Agreement;
- 130.1.12 any decisions under subclauses 122.1, 122.3 and 122.6 of this Agreement;
- 130.1.13 any decisions under subclauses 135.2 and 136.7 of this Agreement;
- 130.1.14 actions regarding the setting of rates of pay or conditions of employment under an award or agreement made under the FW Act, or under the PSM Act 1994 or the PSM Standards (this includes an Attraction and Retention Incentive (ARIN) or a pre FW Act Australian Workplace Agreement (AWA));
- 130.1.15 decisions to appoint or not appoint a person as an officer to a vacant position;
- 130.1.16 decisions that another employee perform the duties of a higher office or role for periods up to and including six months;
- 130.1.17 decisions to transfer another employee or promote another employee to an advertised vacancy where the employee seeking the review was not an applicant;
- 130.1.18 Actions arising from the internal review procedures or appeal panel procedures of this Agreement.

131. **Initiating a Review**

- 131.1 An employee should first discuss their concerns about an action or decision with the relevant decision-maker with a view to resolving the matter within the workplace before initiating a review under these procedures.
- 131.2 An employee, or the employee's union or other employee representative on the employee's behalf, has the right to apply for a review of any action or decision that directly affects the employee's employment, unless the action or decision is specifically excluded under this Section.
- 131.3 An employee, or the employee's union or other employee representative on the employee's behalf, may initiate a review under this Section by making an application to the Chief Executive that:
 - 131.3.1 is in writing; and
 - 131.3.2 is made no more than 28 calendar days after the employee was advised of the decision that is the subject of the application for review, unless the Chief Executive agrees that extenuating circumstances exist; and

- 131.3.3 identifies the action and/or decision which the employee seeks a review of; and
 - 131.3.4 does not concern a decision or action that is excluded under subclause 130.1; and
 - 131.3.5 identifies the reasons the review is sought including, in the employee's view, the effect/s that the action or decision has or is having on the employee's employment; and
 - 131.3.6 outlines the extenuating circumstances, if any, where the application is made outside the timeframe specified in subclause 131.3.2; and
 - 131.3.7 describes the outcome sought.
- 131.4 If the review relates to a failure or refusal to make a decision in accordance with subclause 129.4, the 28 day time period outlined in subclause 131.3.2 will be taken to commence on the day it was apparent that there was a failure or refusal to make a decision.
- 131.5 The Chief Executive will, provided that the requirements under subclause 131.3 have been met, refer the matter for review in accordance with clause 132.

132. **Review Process**

- 132.1 Notwithstanding subclause 131.5, where appropriate, and agreed by the employee who made the application under clause 131.3 (for the purposes of this section "the applicant"), or the applicant's union or other employee representative on the applicant's behalf, the Chief Executive must consider mediation as an option before arranging for a review under subclause 132.3. The mediator will be agreed between the applicant and the Chief Executive.
- 132.2 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 applicant and the Chief Executive.
- 132.3 Subject to subclauses 131.5, 132.1 and 132.2, the Chief Executive must arrange for an application made under clause 131.3 (Initiating a Review) to be reviewed by an independent person (the reviewer) who may be:
- 132.3.1 A suitably skilled person who was not involved in the original action; or
 - 132.3.2 a person chosen from a panel of providers.
- 132.4 The reviewer will be provided with all relevant information and evidence that was available to the delegate in the making of the original decision or in taking the original action.

- 132.5 The reviewer may recommend to the Chief Executive that an application should not be considered on any of the following grounds:
- 132.5.1 the application concerns a decision or action that is excluded under subclause 130.1; or
 - 132.5.2 the applicant has made an application regarding the decision or action to a court or tribunal, or where the reviewer believes it is more appropriate that such an application be made; or
 - 132.5.3 the reviewer believes on reasonable grounds that the application:
 - 132.5.4 is frivolous or vexatious; or
 - 132.5.5 is misconceived or lacks substance; or
 - 132.5.6 should not be heard for some other compelling reason.
- 132.6 The Chief Executive must either confirm a recommendation made by the reviewer under subclause 132.5 that an application should not be considered or arrange for another reviewer to consider the application.
- 132.7 The Chief Executive will inform the applicant in writing, within fourteen calendar days of the date of any decision under subclause 132.6, including, the reasons for any decision not to consider the application.
- 132.8 If the reviewer does not make a recommendation under subclause 132.5, then the reviewer will conduct a procedural review on the papers to determine:
- 132.8.1 whether it was open to the Chief Executive to take the action that he or she did;
 - 132.8.2 whether the principles of procedural fairness and natural justice were complied with in taking the original action; and
 - 132.8.3 whether the final decision of the Chief Executive was fair and equitable in all of the circumstances.
- 132.9 If the reviewer is of the view that there is doubt over the veracity and/or validity of the information or evidence or processes used in making the initial decision or action, or that significant information or evidence was not considered in the making of the original decision or action, the reviewer will inform the Chief Executive of that doubt and the reasons for it in the written report in accordance with subclause 132.10.
- 132.10 After reviewing any action or decision the reviewer will, subject to subclause 132.15, make a written report to the Chief Executive recommending that:
- 132.10.1 the original decision/action be confirmed; or

- 132.10.2 the original decision/action be varied; or
- 132.10.3 other action be taken.
- 132.11 A copy of the report under subclause 132.10 will be provided to the applicant and the applicant will be given the opportunity to provide a response.
- 132.12 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 fourteen calendar days of the applicant receiving the report.
- 132.13 The Chief Executive, after considering the report from the reviewer and any response from the applicant to the report of the reviewer, may:
 - 132.13.1 confirm the original action; or
 - 132.13.2 vary the original action; or
 - 132.13.3 take any other action the Chief Executive believes is reasonable.
- 132.14 The Chief Executive will inform the employee in writing, within fourteen calendar days of the date of any decision under subclause 132.13, including the reasons for the action.

Review of Chief Executive Decisions

- 132.15 Where the subject of the application is an action or decision of the Chief Executive (in Person), the written report of the reviewer will be made to the Public Sector Standards Commissioner. A copy of this report will be provided to the applicant.
- 132.16 The Public Sector Standards Commissioner may, after considering the report from reviewer, recommend to the Chief Executive that:
 - 132.16.1 the original action be confirmed; or
 - 132.16.2 the original action be varied; or
 - 132.16.3 other action be taken that the Public Sector Standards Commissioner believes is reasonable.
- 132.17 The Chief Executive (in person), after considering the report from the Public Sector Standards Commissioner, may:
 - 132.17.1 accept any or all of the report's recommendation(s) and take such action as necessary to implement the recommendation(s); or
 - 132.17.2 not accept the report's recommendation(s) and confirm the original action.

- 132.18 If the Chief Executive (in person) does not accept any one of the recommendation(s) of the Public Sector Standards Commissioner under subclause 132.16, the Chief Executive will:
- 132.18.1 provide written reasons to the Public Sector Standards Commissioner for not accepting the recommendation(s); and
 - 132.18.2 provide the applicant, within fourteen calendar days, with written reasons for not accepting the recommendation(s).
- 132.19 If the Chief Executive does not accept any one of the recommendation(s) of the Public Sector Standards Commissioner under subclause 132.16, the Public Sector Standards Commissioner will report on this outcome.

133. **Right of External Review**

- 133.1 The applicant, or the applicant's union or other employee representative on the employee's behalf, may seek a review of a decision or action under subclause 132.13 or subclause 132.7 by an external tribunal or body, including FWC.
- 133.2 FWC will be empowered to resolve the matter in accordance with the powers and functions set out in clause 111 of this Agreement. The decision of FWC will be binding, subject to any rights of appeal against the decision to a Full Bench of the FWC in accordance with clause 111.15.

Section J: Appeal Mechanism for misconduct, underperformance and other matters

134. Objective and Application

- 134.1 This Section sets out an appeal mechanism for an employee where the employee (referred to in this section as “the appellant”) is not satisfied with the outcome of decisions described in the following clause.
- 134.2 The Head of Service (in person) will nominate a person, or position, to be the Convenor of Appeals (“the Convenor”).
- 134.3 This appeal mechanism will apply to:
- 134.3.1 decisions to suspend the employee without pay under clause 123 of this Agreement;
 - 134.3.2 decisions relating to findings of misconduct under clause 125, provided that such an appeal can only be made after a decision about disciplinary action under clause 126 has been made
 - 134.3.3 decisions to take disciplinary action under clause 126 of this Agreement, except a decision to terminate the employee's employment;
 - 134.3.4 decisions to take underperformance action under subclause 119.17 of this Agreement, except a decision to terminate the person's employment;
 - 134.3.5 decisions taken in relation to an employee’s eligibility for benefits under clause 148 of this Agreement and the amount of such benefits, the amount payable by way of income maintenance under clause 153, and the giving of a notice of involuntary redundancy or notice of reduction in classification under clause 152;
- 134.4 In relation to appeals about misconduct findings and disciplinary action in accordance with subclauses 134.3.2 and 134.3.3, only one application for appeal can be made in relation to the same misconduct matter and the application needs to state whether the application relates to:
- 134.4.1 the finding of misconduct under clause 125; or
 - 134.4.2 the disciplinary action under clause 126; or
 - 134.4.3 both the finding of misconduct under clause 125 and the disciplinary action under clause 126.

- 134.5 An employee may have an entitlement to bring an action under FWC in respect of any termination of employment under this Agreement. This will be the sole right of review of such an action.

135. **Initiating an Appeal**

- 135.1 The appellant, or the appellant's union or other employee representative on the appellant's behalf, may initiate an appeal under these procedures by making an application to the Convenor that:
- 135.1.1 is in writing; and
 - 135.1.2 describes the action taken or to be taken, the reasons for the application and the outcome sought; and
 - 135.1.3 is received by the Convenor within fourteen calendar days of being notified, or the appellant becoming aware, of the decision to take the action; and
 - 135.1.4 seeks to appeal an appealable decision as set out in subclause 134.3
- 135.2 Notwithstanding any other provisions in this section, the Convenor has the authority to dismiss an appeal if the appellant obstructs, unreasonably delays or fails to co-operate with the process.

136. **Composition of the Appeal Panel**

- 136.1 The Public Sector Standards Commissioner will keep a list of approved Appeal Panel Chairs.
- 136.2 The Head of Service will keep a list of suitably skilled and trained employer representatives for Appeal Panels and a list of suitably skilled and trained employee representatives, nominated by the unions.
- 136.3 Where an application is received by the Convenor in accordance with the requirements set out in subclauses 135.1 and 135.2 the Convenor will set up an Appeal Panel.
- 136.4 The Appeal Panel will comprise a panel member from the list of employer representatives in accordance with subclause 136.2, a panel member from the list of employee representatives in accordance with subclause 136.2 and a chair in accordance with subclause 136.1.
- 136.5 The Convenor may only be a member of an Appeal Panel with the agreement of the appellant.
- 136.6 A person is not eligible to be a member of an Appeal Panel if that person was involved in the decision or the process that is the subject of the application or if there is any other perceived or actual conflict of interest.

- 136.7 Where a panel member fails to comply with a provision in this section in a manner that affects the effective operation of the appeal process, the Convenor can disqualify the member from the panel. Where that occurs the panel is dissolved and a new one will be convened in accordance with subclause 136.3.

137. Powers and Role of the Appeal Panel

- 137.1 In considering an application, the Appeal Panel must have due regard to the principles of natural justice and procedural fairness. Proceedings of the Appeal Panel are to be conducted as quickly as practicable and consistent with a fair and proper consideration of the issues.
- 137.2 The Convenor will invite the appellant to have a support person, who may be the appellant's union or other employee representative, present at meetings held between the Appeal Panel and the appellant and will allow reasonable opportunity for this to be arranged.
- 137.3 The Appeal Panel will be provided with all relevant information and evidence that was available to the decision-maker in the making of the original decision or in taking the original action.
- 137.4 The Appeal Panel will have the discretion to decide not to conduct a review of the appeal application, or, if it has commenced reviewing the application, to decide not to proceed further if, in the opinion of the Appeal Panel:
- 137.4.1 the application is frivolous or vexatious, or not made in good faith; or
 - 137.4.2 the appellant making the appeal may apply to another person or authority about the application who may more appropriately deal with the application; or
 - 137.4.3 further review of the application is not warranted.

Conducting an appeal

- 137.5 Where the Appeal Panel determines that an application for appeal should proceed, the Appeal Panel will conduct a procedural review on the papers provided under subclause 137.3 to determine whether:
- 137.5.1 It was open to the Chief Executive to take the action that they did;
 - 137.5.2 the principles of procedural fairness and natural justice were complied with in taking the original action or decision; and
 - 137.5.3 the final decision of the Chief Executive and/or the Public Sector Standards Commissioner was appropriate in all of the circumstances.
- 137.6 Where the Appeal Panel is satisfied that a fundamental piece of evidence was not considered in the original process, the Appeal Panel request that the Convenor

refer the matter back to the Chief Executive and/or Public Sector Standards Commissioner for further investigation.

137.7 The Chief Executive and/or Public Sector Standards Commissioner, after considering the referral from the Convenor under subclause 137.6, will:

137.7.1 as soon as possible arrange for a further investigation to be conducted, in line with the referral of the Convenor, and will provide any further information, evidence or outcomes of the further investigation to the Appeal Panel in order that they may complete their review; or

137.7.2 provide written reasons to the Appeal Panel, within fourteen calendar days, for not accepting their referral for further investigation.

137.8 After reviewing any application under this section, the Appeal Panel will, subject to subclause 137.6, make a determination of the appeal and either:

137.8.1 Confirm the original decision; or

137.8.2 vary the original decision; or

137.8.3 prescribe that other action be taken.

137.9 The Appeal Panel will provide a report to the Public Sector standards Commissioner and the Chief Executive which will include the determination and the reasons for the determination. A copy of the report will also be provided to the appellant.

138. **Costs**

138.1 The Territory will not be liable for any costs associated with representing an appellant in these procedures.

139. **Right of External Review**

139.1 The employee, or the employee's union or other representative on the employee's behalf, may seek a review by FWC of a decision under subclause 137.8.

139.2 The FWC will be empowered to resolve the matter in accordance with the powers and functions set out in clause 111 of this Agreement. The decision of FWC will be binding, subject to any rights of appeal against the decision to a Full Bench of the FWC in accordance with subclause 111.15.

Section K: Appeal and Process Reviews of certain recruitment decisions

140. Application

- 140.1 Under this Section, procedures are established for employees to seek a review of recruitment processes or appeal certain recruitment decisions.
- 140.2 These procedures for appeals and reviews account for the principles of procedural fairness and natural justice in this context.
- 140.3 For the purposes of this Section, an action includes a decision and a refusal or failure to make a decision.
- 140.4 Decisions made by Joint Selection Committees in accordance with clause 12 cannot be reviewed or appealed.

141. Appeals about promotions and temporary transfer to higher office

- 141.1 The ACTPS Head of Service (in person) will nominate a person, or position, to be the Convenor of the Appeal Panels ("the Convenor"), which may or may not be the same person, or position, nominated under subclause 134.2.
- 141.2 This appeal mechanism will apply to:
 - 141.2.1 decisions about promotion or temporary transfer to a higher office or role (for periods in excess of six months) affecting the officer where the officer was an applicant for the position, except decisions made on the unanimous recommendation of a joint selection committee (see PSM Act 1994 and PSM Standards);
 - 141.2.2 decisions to promote an officer after acting for a period of twelve months or more in a position at or below Administrative Service Officer Class 6 (or equivalent classification).
- 141.3 For the purposes of subclause 141.2, an appeal may only be made in relation to promotions or temporary transfer to a higher office or role where the pay applicable is any classification with a maximum pay that is less than the minimum pay of a classification equivalent to a Senior Officer Grade C. For positions above Administrative Service Officer Class 6 (or equivalent classification) an application may be made for an internal review of the process (see clause 139 of this Agreement).
- 141.4 For the purposes of paragraph 141.2.2, any suitably qualified officer may appeal the decision.
- 141.5 For appeals concerning promotion or transfer to a higher office or role under subclause 141.2, the only ground on which the Appeal Panel can review the

decision is that the officer making the appeal would be more efficient in performing the duties of the position than the person promoted or selected for temporary transfer.

Initiating an Appeal

- 141.6 An officer (“the appellant” for the purposes of this Section) or the appellant’s union or other employee representative on the appellant’s behalf, may initiate an appeal under these procedures by making an application to the Convenor that:
- 141.6.1 is in writing; and
 - 141.6.2 is received by the Convenor within fourteen calendar days of the decision to take the action being notified in the Gazette; and
 - 141.6.3 seeks to appeal an appealable decision as set out in subclause 141.2.
- 141.7 Notwithstanding any other provisions in this Section, the Convenor has the authority to dismiss an appeal if the appellant obstructs, unreasonably delays or fails to co-operate with the process.

Composition of Appeal Panel

- 141.8 Where an application is received by the Convenor in accordance with the requirements set out in subclause 141.6, subject to subclause 141.7 the Convenor will set up an Appeal Panel.
- 141.9 The Appeal Panel will comprise a nominee of the relevant Directorate, a nominee of the employee and a chairperson, where:
- 141.9.1 the chairperson is agreed between the employee and the Chief Executive or chosen from a panel of providers on a rotational basis, unless there is an identified conflict of interest, in which case the next person on the panel of providers would be chosen.
- 141.10 A person is not eligible to be a member of an Appeal Panel if that person was involved in the decision or the process that is the subject of the application.
- 141.11 Where a panel member fails to comply with a provision in this Section in a manner that affects the effective operation of the appeal process, the Convenor can disqualify the member from the Appeal Panel. Where that occurs the Appeal Panel is dissolved and a new one will be convened in accordance with subclause 141.9.

Appeal Panel Recommendations

- 141.12 After reviewing an application about promotion or temporary transfer to a higher office or role affecting the appellant, the Appeal Panel will recommend to the Chief Executive that the decision that is the subject of the application:

- 141.12.1 be confirmed; or
 - 141.12.2 be varied; or
 - 141.12.3 other action taken.
- 141.13 The Chief Executive will inform the appellant and affected parties in writing of their decision and the reasons for the decision, within 28 calendar days.

142. **Process review**

- 142.1 An officer may seek a review of the process leading up to a decision about:
- 142.1.1 decisions that another officer perform the duties of a higher office or role (with a pay less than that of a Senior Officer Grade C or equivalent classification) for periods greater than six months if the vacancy was advertised;
 - 142.1.2 decisions to promote or not promote an officer;
 - 142.1.3 decisions to appoint or not appoint an employee, or to engage or not engage an employee, on a temporary contract;
 - 142.1.4 decisions to transfer, or not to transfer, an employee; and
 - 142.1.5 decisions under the PSM Standards to promote an officer after acting for a period of twelve months or more in a position above Administrative Services Officer Class 6 or equivalent classification.
- 142.2 The findings of a review under this clause will not alter the outcome of the original decision, but may be used to inform similar processes conducted in the future, or address any failings on the part of employees involved in the process under review.

Initiating a Review

- 142.3 An officer (“the applicant” for the purposes of this Section), or the applicant’s union or other employee representative on the applicant’s behalf, may initiate a review under these procedures by making an application to the Chief Executive that:
- 142.3.1 is in writing; and
 - 142.3.2 describes how the applicant believes the process was not conducted properly, and provides reasons for this; and
 - 142.3.3 is received by the Chief Executive within fourteen calendar days of the employee being advised of the decision, or becoming aware of the decision; and

142.3.4 seeks to review a reviewable process as set out in subclause 142.1.

Conducting a Process Review

- 142.4 Subject to subclause 142.3 the Chief Executive must arrange for an application to be reviewed by an independent person (the reviewer) who may be:
- 142.4.1 a suitably skilled person who was not involved in the original action;
or
 - 142.4.2 a person chosen from a panel of providers.
- 142.5 The independent reviewer will be provided with all relevant information and evidence that was available to the decision-maker in the making of the original decision.
- 142.6 The reviewer will make an assessment whether relevant processes contained in this Agreement, the PSM Act and PSM Standards were followed, and to what extent.
- 142.7 After reviewing the information and evidence provided under subclause 142.5, the independent reviewer will provide a report to the Chief Executive, which either:
- 142.7.1 confirms that the process was conducted in accordance with the provisions of this Agreement, the PSM Act, and PSM Standards; or
 - 142.7.2 finds that there were deficiencies in the process; such findings will be supported by reasons and the report may include recommendations for how similar processes may be conducted in future.

Section L: Redeployment and Redundancy

143. Definitions

143.1 Excess employee means an employee who has been notified in writing by the Chief Executive that he or she is excess to CIT's requirements because:

143.1.1 the employee is included in a class of employees employed in CIT or an ACTPS Directorate, which class comprises a greater number of employees than is necessary for the efficient and economical working of CIT or the Directorate; or

143.1.2 the services of the employee cannot be effectively used because of technological or other changes in the work methods of CIT or relevant Directorate or changes in the nature, extent or organisation of the functions of CIT or relevant Directorate.

143.2 Potentially excess employee means an employee who is formally notified they are likely to become an excess officer in a foreseeable space of time.

144. Application

144.1 CIT recognises the need to make the most effective use of the skills, abilities and qualifications of its employees in a changing environment. When positions become excess, CIT will seek to redeploy permanent employees within CIT or the ACTPS in order to avoid or minimise an excess employee situation. Should redeployment not be possible, voluntary redundancy, reduction in classification and involuntary redundancy will be considered in that order. Throughout these procedures CIT will, where practicable, take into consideration the personal and career aspirations and family responsibilities of affected employees.

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

145. Consultation

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

145.1.1 the number and classification of employees affected;

145.1.2 the reasons an employee is or employees are likely to be excess to requirements;

- 145.1.3 the method of identifying employees as excess, having regard to the efficient and economical working of CIT and the relative efficiency of employees;
 - 145.1.4 the number, classification, location and details of the employees likely to be excess;
 - 145.1.5 the number and classification of employees expected to be required for the performance of any continuing functions in CIT;
 - 145.1.6 measures that could be taken to remove or reduce the incidence of employees becoming excess;
 - 145.1.7 redeployment prospects for the employees concerned;
 - 145.1.8 the appropriateness of using voluntary retirement; and
 - 145.1.9 whether it is appropriate for involuntary retirement to be used if necessary.
- 145.2 The discussions under subclause 145.1 will take place over such time as is reasonable, taking into account the complexity of the restructuring and need for potential excess employee situations to be resolved quickly and will comply with the consultation requirements of clause 106. Any use of involuntary redundancy will be agreed between the Chief Executive and the union at this stage and will not be used without the written agreement of the Chief Executive and the union.
- 145.3 The Chief Executive will comply with the notification and consultation requirements for the union and Centrelink about terminations set out in the FW Act.
- 145.4 The Chief Executive will, at the first available opportunity, inform all employees likely to be affected by an excess staffing situation of the terms and operation of this Section.
- 145.5 Where a redundancy situation affects a number of employees engaged in the same work at the same level, elections to be made voluntarily redundant may be invited.
- 145.6 Nothing in this Agreement will prevent the Chief Executive inviting employees 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 employees who do not wish to accept voluntary redundancy.

146. Notification

- 146.1 Except where a lesser period is agreed between the Chief Executive and the employee, the employee will not, within one month after the union has been advised under subclause 145.1, be invited to volunteer for retirement nor be

advised in writing in accordance with subclause 146.4 that he or she is excess to CIT's requirements.

Potentially Excess Officers

- 146.2 At the point where individual employees can be identified, the Chief Executive will advise the employee(s) that a position(s) is likely to become excess and that the employee may be affected. In that advice the employee(s) will also be advised that the employee may be represented by a union or other employee representative at subsequent discussions. The Chief Executive will discuss with the employee(s) and, where chosen, the union or other employee representative(s) the issues dealt with in paragraphs 145.1.1 to 145.1.9 (as appropriate in each case).
- 146.3 Potentially excess officers who have not been invited to be voluntarily retired, or who have declined to elect to be voluntarily retired, will be subject to the redeployment provisions in clause 147.

Excess Officers

- 146.4 Subject to subclause 146.1 the notification of an employee's excess status will only be given when the consultation required under clause 145 and the consultation required under subclause 146.2 has taken place. Following such consultation, where the Chief Executive is aware that an employee is excess, the Chief Executive will advise the employee in writing.
- 146.5 An excess officer is subject to the redeployment provisions in clause 147.
- 146.6 An excess officer who is offered a voluntary redundancy, but who does not accept the offer, is entitled to a seven month retention period in accordance with clause 150.

147. Redeployment

- 147.1 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.
- 147.2 Once an officer has been notified that they are potentially excess or excess in accordance with subclause 146.2 and 146.4 respectively, the officer will be registered by their Directorate on the Redeployment Register.
- 147.3 The Chief Executive will consider a potentially excess or excess officer from other ACT Public Service agencies in isolation for vacancies at the officer's substantive level.
- 147.4 An excess officer (or potentially excess) has absolute preference for transfer to positions at the officer's substantive level and must be considered in isolation from

other applicants for any vacancy, which is to be advertised for permanent filling or for a temporary period of six months or more, within the ACTPS. For the purposes of this clause substantive level means the same classification or an alternative equivalent classification in another classification stream where the maximum pay does not exceed the top increment of the officer's current classification by more than 10%. For clarity this does not allow for the transfer of an officer within the same classification stream e.g a SOGB to transfer to a SOGA.

- 147.5 Under this clause an excess officer will be given preference over a potentially excess officer.
- 147.6 An excess officer need only be found suitable, or suitable within a reasonable time (generally three to six months) to be transferred to a position in accordance with subclause 147.4.
- 147.7 The Chief Executive will make every effort to facilitate the placement of an excess officer, within the service.
- 147.8 The Chief Executive will arrange reasonable training that would assist the excess officer's prospects for redeployment.
- 147.9 The Chief Executive will provide appropriate internal assistance and career counselling and assist as necessary with the preparation of job applications.

148. **Voluntary Redundancy**

- 148.1 Subject to subclause 146.1, at the completion of the discussions in accordance with clause 145, the Chief Executive may invite employees to elect to be made voluntarily redundant under this clause.
- 148.2 Where the Chief Executive invites an employee to elect to be made voluntarily redundant, the employee will have a consideration period of a maximum of one calendar month from the date of the offer in which to advise the Chief Executive of the employee's election, and the Chief Executive will not give notice of redundancy before the end of the one month consideration period.
- 148.3 To allow an excess employee to make an informed decision on whether to submit an election to be made voluntarily redundant, the Chief Executive must provide the employee with advice on:
 - 148.3.1 the sums of money the employee would receive by way of severance pay, pay instead of notice, and paid up leave credits; and
 - 148.3.2 the career transition/development opportunities within CIT.
- 148.4 The employee should also seek independent advice on:
 - 148.4.1 amount of accumulated Superannuation contributions;
 - 148.4.2 the options open to the employee concerning superannuation; and

148.4.3 the taxation rules applicable to the various payments.

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

148.6 Subject to subclause 148.7, 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 employee is over forty-five years old and has completed at least two years continuous service.

148.7 Where the Chief Executive so directs, or the employee so requests, the employee will be retired at any time within the period of notice under subclause 148.6, and the employee will be paid in lieu of pay for the unexpired portion of the notice period.

Severance Benefit

148.8 An employee 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:

148.8.1 a sum equal to two weeks of the employee's pay for each completed year of continuous service, plus a pro rata payment for completed months of continuous service since the last year of continuous service. The maximum sum payable under this paragraph will be 48 weeks pay; or

148.8.2 twenty-six weeks pay.

148.9 For the purpose of calculating any payment instead of notice or part payment, the pay an employee 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.

148.10 For the purpose of calculating payment under subclause 148.8:

148.10.1 where an employee has been acting in a higher position for a continuous period of at least twelve months immediately preceding the date on which he or she receives notice of retirement, the pay level will be the employee's pay in such higher position at that date;

148.10.2 where an employee 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 shift work or are paid a composite pay, the weekly average amount of shift loading received during that twelve month period will be counted as part of "weeks pay";

148.10.3 the inclusion of other allowances, being allowances in the nature of pay, will be subject to the approval of the Chief Executive.

149. **Retention Period for Excess Officers**

149.1 An excess employee who does not accept voluntary redundancy is entitled to a seven month retention period.

149.2 The retention period will commence:

149.2.1 on the day the employee is advised in writing by the Chief Executive that he or she is an excess employee; or

149.2.2 in the case of an employee 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.

149.3 At the end of the retention period, if the officer has not been redeployed, the officer will be offered a choice of:

149.3.1 a suitable vacant position at the officer's substantive level, to be transferred to in accordance with the PSM Act; or

149.3.2 retiring from the ACTPS with a severance payment which will be the equivalent to what the officer would have received had the officer accepted the voluntary redundancy, less the amount of salary that the officer received during the retention period.

149.4 To be transferred to a suitable position in accordance with subclause 149.3.1 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.

150. **Reduction in Classification**

150.1 Where efforts to redeploy at level have failed and where the officer has refused the offer of voluntary redundancy, the Chief Executive with the agreement of the officer may reduce the officer in classification and place the officer in a specific position.

150.2 Reduction in classification is to occur in accordance with the PSM Act.

151. **Involuntary Retirement**

151.1 An excess employee may be made involuntarily redundant, subject to the agreement of the union. This clause applies to excess employees who are not:

151.1.1 retired with consent;

151.1.2 redeployed to another position; or

- 151.1.3 reduced in classification.
- 151.2 An employee may be involuntarily retired subject to the agreement of the union, such agreement not to be withheld if, during or after six months from the date the employee was declared excess, the employee:
- 151.2.1 does not accept a transfer in accordance with the PSM Act; or
- 151.2.2 has refused to apply for, or be considered for, a position for which the employee could reasonably be expected to be qualified to perform, either immediately or in a reasonable time.
- 151.3 Where the Chief Executive believes that there is insufficient productive work available for an excess employee during the retention period, the Chief Executive may make the employee involuntarily redundant before the end of the retention period.
- 151.4 An excess employee 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.
- 151.5 Where the Chief Executive involuntarily retires an excess employee, the employee will be given no less than four weeks' notice of the action proposed; or five weeks if the employee 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.
- 152. Income Maintenance Payment**
- 152.1 An employee who has been receiving a higher rate of pay for a continuous period of at least twelve months and who would have continued to receive that pay rate, except for the excess employee declaration, will be considered to have the higher pay rate.
- 152.2 This pay will be known as the income maintenance pay. The income maintenance pay, where applicable, will be used for the calculation of all conditions and entitlements under this clause.
- 152.3 The income maintenance pay exists for the retention period or the balance of the retention period.
- 152.4 If an employee is involuntarily retired, the entitlements, including paying out the balance of the retention periods, where applicable, will be calculated on the income maintenance pay rate. If an employee is involuntarily retired during the retention periods the employee's date of retirement is the date that the employee 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.

152.5 If an employee is involuntarily reduced in classification during the retention period, the employee will be entitled to be paid at the income maintenance pay rate for the balance of the retention period.

152.6 All allowances in the nature of pay will be included in determining the income maintenance pay rate.

153. **Leave and Expenses to Seek Employment**

153.1 At any time after the employee has been advised under clause 146.2 of being potentially excess, the employee 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.

153.2 The employee will be entitled to any reasonable fares and other incidental expenses if these are not met by the prospective employer.

154. **Use of Personal Leave**

154.1 The use of personal leave will not extend the retention periods of an employee 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.

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

155. **Appeals**

155.1 Without affecting the employee's rights under the FW Act, an excess employee has the right under Section J (Appeal Mechanism) to appeal any decision taken in relation to the employee's eligibility for benefits under clauses 148, the amount of such benefits, or the amount payable by way of income maintenance under clause 152.

155.2 An excess employee has the right under Section J: Appeal Mechanism to appeal against the giving, in accordance with clause 151, of a notice of involuntary redundancy.

156. **Agreement Not To Prevent Other Action**

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

157. Re-engagement of Previously Retrenched Employees

- 157.1 Despite the PSM Act, officers who are involuntarily retired from the ACTPS can be engaged at any time by the Chief Executive
- 157.2 Employees who elect to be made voluntarily redundant from CIT under clause 148 cannot be re-engaged in the ACTPS until a period has expired, which is equivalent in weeks and days to the termination payment received under subclause 148.8 or paragraph 149.3.2, except with the written consent of the Chief Executive (in person) or Head of Service (in person).

158. Transfer of Medically Unfit Employees

- 158.1 This clause does not apply to casual employees.
- 158.2 A medically unfit employee is an employee who is considered by the Chief Executive, in accordance with paragraph (a), subsection 115 of the PSM Act, to be an employee who is unable to perform duties appropriate to the employee's role because of physical or mental incapacity.
- 158.3 Despite the provision of section 27 of the PSM Act, a medically unfit employee may, by agreement with the employee, be transferred to any position within the employee's current skill level and experience, the classification of which has a maximum pay which does not vary from the top increment of the employee's classification by more than 10%. For clarity this allows transfer between alternate classification streams, but does not allow for the transfer of an employee within the same classification stream e.g. a TL1 to a TL2.
- 158.4 An employee must not be redeployed in accordance with subclause 158.3 unless there is no suitable vacant position at the employee's substantive classification within CIT.

Section M: Employment Conditions Specific to CIT

159. Higher Education[#]

- 159.1 Full-time and part-time employees who undertake direct teaching of a Higher Education accredited Bachelor degree (as regulated by TEQSA) will be provided with a reduction in teaching hours of fifteen percent (15%) per annum, where the employee has agreed with the Head of Department and Director to undertake appropriate scholarly activities and/or to participate with University partners in scholarship programs.
- 159.2 The activities agreed to be undertaken will demonstrate scholarly reflection and be measurable through such output as published papers, academic presentations and/or creative output. The time taken to undertake these activities will be equivalent to the hours of the reduction provided.
- 159.3 The entitlement to the reduction is in addition to any other per annum allocation for professional development.
- 159.4 The reduction in teaching load will be proportionate to the number of Bachelor degree delivery hours, which forms part of the employee's allocated teaching load. The proportion of reduction hours will be calculated as follows:
- $\text{Bachelor degree delivery hours} \times 0.15$
- 159.5 The Delegate for approval of reduction in teaching hours will be the relevant Director. Requests will be considered by the Delegate based on the relevance of the proposed activities.
- 159.6 CIT commits to monitor the operation of arrangements specified in this clause over the life of this Agreement, with a view to addressing any issues that may arise.

160. Motor Vehicle Access[#]

- 160.1 CIT may enter into arrangements for access to motor vehicles for individual employees or groups of employees.
- 160.2 Subject to operational needs, Manager Education – Level 2 employees and Senior Education Leaders may negotiate entry into subsidised salary sacrifice arrangements only for the provision of a subsidised vehicle operating lease. The agreement between CIT and the employee will be in the form of Attachment A (Form of Agreement – Other Benefits) and is subject to operational needs.

161. Industry Currency[#]

- 161.1 To assist in maintaining industry currency, a regular industry currency program for employees will be continued, in accordance with industry currency procedures, as agreed between CIT and the union.

161.2 Employees and their managers will schedule appropriate periods for industry currency.

Attachment A

Form of Agreement - Other Benefits

Parties to the Agreement

This agreement is made between the Chief Executive of the Canberra Institute of Technology (CIT)
AND

..... (“the employee”)

Dates of Operation

This agreement will take effect as at theday of, 201..... and expire on day of,
201.....

This agreement will continue to operate unless it is replaced by a subsequent Agreement, or is terminated in
one of the following ways:

- (a) By joint agreement of both parties at any time; or
- (b) After the nominal expiry date, unilaterally by either party.

Subsidised Vehicle Lease

The parties agree that the employee will enter into a vehicle lease agreement in the following terms, in return
for an annual cash increase in salary:

- (a) The standard vehicle to be leased is a Toyota Corolla sedan with automatic transmission, air-conditioning and driver’s airbag.
- (b) The vehicle will be leased, through an operating/novated lease, under salary packaging arrangements otherwise consistent with the ACTPS Salary Packaging Policy and Guidelines, excluding any clauses inconsistent with this agreement.
- (c) CIT will increase the employees’s annual salary as set out in CIT policy for Manager Education – Level 2 and Senior Education Leader while this agreement is in operation. This figure will count as salary for superannuation purposes.
- (d) A car leased under this Agreement using an operating lease or novated lease will be leased in accordance with CIT policy. A car leased under this Agreement first be approved by the Chief Operating Officer.
- (e) The employee may lease a vehicle of a different standard than the standard vehicle in which case any additional costs will be borne by the employee.
- (f) The vehicle provided through salary packaging will be made available to CIT at no charge for reasonable usage by the employee and other employees of CIT during normal business hours.
- (g) The vehicle will be made available to CIT for business travel by the employee outside of Canberra.

- (h) The vehicle will be covered by a leasing arrangement with a fleet manager designated by CIT.
- (i) The vehicle will be comprehensively insured within the lease cost.
- (j) Arrangements will be made for the provision of a replacement vehicle whenever the vehicle is off the road for more than 24 hours through inclusion of an appropriate clause in the lease.
- (k) The lease cost will include the replacement of tyres under a specific usage rate.
- (l) CIT will pay any applicable excesses for work related accidents.
- (m) CIT will make no financial contribution to the lease and running costs other than those amounts specified in (c), (j) and (l) above.
- (n) The employee will provide CIT with any reasonable information concerning the vehicle and its use, as required by CIT from time to time, or will authorise the fleet manager to provide that information to CIT.
- (o) The employee will have private use of the vehicle other than during times when the employee is on duty at CIT. The vehicle will not be used by the employee for private commercial purposes.
- (p) The vehicle will be maintained in a roadworthy, safe state at all times.
- (q) The vehicle will be considered to be part of the CIT fleet.

Dispute Resolution Procedure

In relation to any matter that may be in dispute between the parties to this Agreement, the parties will observe the Dispute Avoidance/Settlement provisions in Section G, (Clause 108) of the ACT Public Sector Canberra Institute of Technology (Teaching Staff) Enterprise Agreement 2019-2021.

Attachment B

Qualifications & Industrial Experience (summary of requirements set out in Clause 40 (Qualification Requirements) of this agreement).

Classification	Educational Qualifications	Vocational Qualifications	Industry Experience				
Teacher Level 1.1	Cert IV Training & Assessment (or equivalent). <i>Obtained within the first 18 months of employment (see clause 40 of this Agreement for details).</i>	Equal or higher level to that being taught (as specified in the applicable training packages or accredited curriculum specifications).	Relevant industry experience required.				
Teacher Level 1.2							
Teacher Level 1.3							
Teacher Level 1.4							
Teacher Level 1.5							
Teacher Level 1.6							
Teacher Level 1.7	Cert IV Training & Assessment (or equivalent) and a Diploma of Vocational Education & Learning.	Equal or higher level to that being taught (as specified in the applicable training packages or accredited curriculum specifications).	Relevant industry experience required.				
Teacher Level 1.8							
Teacher Level 2	Cert IV Training & Assessment (or equivalent) and a Diploma of Vocational Education & Learning with relevant higher level qualifications desirable.			Equal or higher level to that being taught (as specified in the applicable training packages or accredited curriculum specifications).	Relevant industry experience required.		
Manager Education Level 1	Cert IV Training & Assessment (or equivalent) and a Diploma of Vocational Education & Training with a Diploma of Management highly desirable.					Not required, but desirable.*	Industry experience is highly desirable. Though this does not have to be in the relevant discipline being supervised.
Manager Education Level 2	Desirable for adult learning and development qualifications, as well as leadership and management, business or commerce related bachelor level qualifications and/or relevant industry specialisations.						
Senior Education Leader							

*As per the Standards for Registered Training Organisations (RTOs) 2015, where managers at Manager Education Level 1 or above undertake teaching (within their department or otherwise) vocational qualifications equal to that being taught, or as specified in the applicable training packages or accredited curriculum specifications will be required.

Annex A: Classifications and Rates of Pay

CLASSIFICATION	Pay Rates as at 10.6.2021	1.35% from 9/12/2021	1.35% from 9/6/2022
Teacher Level 1.1	\$78,538	\$79,598	\$80,673
Teacher Level 1.2	\$82,113	\$83,222	\$84,345
Teacher Level 1.3	\$85,679	\$86,836	\$88,008
Teacher Level 1.4	\$89,435	\$90,642	\$91,866
Teacher Level 1.5	\$93,363	\$94,623	\$95,901
Teacher Level 1.6	\$96,932	\$98,241	\$99,567
Teacher Level 1.7	\$100,683	\$102,042	\$103,420
Teacher Level 1.8	\$104,793	\$106,208	\$107,642
Teacher Level 2	\$111,936	\$113,447	\$114,979
Manager Education Level 1	\$129,740	\$131,491	\$133,267
Manager Education Level 2 **	\$153,727	\$155,802	\$157,906
Senior Education Leader	\$184,352	\$186,841	\$189,363

* Manager Education Level 1 and Level 2, and Senior Education Leader classifications all have Annual Leave Loading incorporated.

** May be subject to an additional loading in line with clause 50 (Responsibility Loading).

CLASSIFICATION	Pay Rates as at 10.6.2021	1.35% from 9/12/2021	1.35% from 9/6/2022
Inclusive Casual Rate *	\$100.32	\$101.67	\$103.05
Standard Casual Rate *	\$63.36	\$64.22	\$65.08

* The casual rates indicated here include a casual loading in lieu of paid leave.

Annex B – Attraction and Retention Incentives

1 Introduction*

- 1.1. This Section sets out the Framework that applies to individual Attraction and Retention Incentives (ARIn) and to ARIn for groups of employees performing an identical function at the same classification level within a Directorate.
- 1.2. This Framework does not apply to casual employees.
- 1.3. Notwithstanding the below provisions of the Framework it is a matter for the Director-General's discretion (in consultation with the Head of Service) as to whether an ARIn will be applied to an employee in a position.
- 1.4. In assessing whether an ARIn should be applied to an employee in a position, the Director-General will give particular consideration to the consequences the provision of the ARIn may have on the Territory's ability to recruit and/or retain employees to Executive positions.
- 1.5. In this Framework, a reference to position, employee, occupant or union includes positions, employees, occupants or unions.
- 1.6. The terms and conditions of employment of this Agreement will continue to form the principal basis for employees covered by this Agreement. Accordingly, where an ARIn applies to an employee, the terms and conditions of the employee is a combination of:
 - 1.6.1. the terms and conditions contained in this Agreement; and
 - 1.6.2. the terms and conditions contained in the ARIn.
- 1.7. The terms and conditions of employment contained in an ARIn prevail over the terms and conditions of employment contained in this Agreement to the extent of any inconsistency.

2. Scope of an Attraction and Retention Incentive

- 2.1. An ARIn may contain:
 - 2.1.1. enhanced pay rates;
 - 2.1.2. provision for privately plated vehicles where the Director-General considers there is a clear, unambiguous and exceptional need;
 - 2.1.3. other terms and conditions of employment where the Director-General considers there is a clear, unambiguous and exceptional need.
- 2.2. The rates of pay component of an ARIn will count as pay for all purposes including superannuation and for the purposes of calculating the rate of pay for annual leave, long service leave, paid personal leave, paid maternity leave, redundancy payments and other paid leave granted under this Agreement. If leave is on reduced pay or without pay, the pay component of the ARIn must be reduced proportionately.
- 2.3. Normal incremental advancement and pay increase percentages will continue to apply in relation to the base rate of pay of the employee in receipt of an ARIn. Pay increase percentages will not apply to the pay component of an ARIn.
- 2.4. The pay component of an ARIn is payable by fortnightly instalment.

- 2.5. Notwithstanding paragraph 2.4, an ARIn may provide for the pay component, or part thereof, to be paid as a lump sum, subject to the pay component not being directly linked to performance.
- 2.6. The terms of the ARIn must contain provisions:
 - 2.6.1. setting out the expiry date, or expected expiry date, of the ARIn;
 - 2.6.2. setting out the level of the employee's base rate of pay;
 - 2.6.3. setting out the pay component, any other terms and conditions of employment that are to apply under the ARIn, and the total dollar value of the ARIn;
 - 2.6.4. stating whether or not the pay component in the ARIn (if any) reduces (or increases) proportionately on a pro-rata basis where the employee in the position to which the ARIn applies reduces (or increases) their working hours;
 - 2.6.5. stating that the terms and conditions of the employee will revert to the applicable rates of pay and terms and conditions of employment under this Agreement in the event the ARIn ceases to operate or is terminated; and
 - 2.6.6. containing the terms of this Framework.

3. Approval

- 3.1. An ARIn may only be agreed and approved in accordance with this Framework.
- 3.2. The Director-General may approve an ARIn for:
 - 3.2.1. a specific project, provided the term of the ARIn is no longer than 24 months (a "Project ARIn"). A Project ARIn cannot be renewed and will cease on the date specified in the ARIn for cessation of the position's involvement in the project, or the date of completion of the project, whichever date is the earlier. The review provisions at paragraph 7.1 will not apply to Project ARIns; or
 - 3.2.2. a specified period of less than 12 months (a "Fixed Term ARIn"). A Fixed Term ARIn cannot be varied, extended or renewed, and will automatically cease on its specified expiry date. The review provisions at paragraph 7.1 will not apply to Fixed Term ARIns; or
 - 3.2.3. a specified period of 12 months (a "Renewable ARIn"). A Renewable ARIn may be renewed for a further 12 months on a maximum of two occasions, and must be reviewed in accordance with paragraph 7.1; or
 - 3.2.4. a group of positions and employees performing identical functions at the same classification level, in accordance with paragraph 4.1, for a period of 24 months (a "Group Block Approval ARIn"). A Group Block Approval ARIn must be reviewed in accordance with paragraph 7.2.
- 3.3. Notwithstanding paragraph 3.2.1., where the Director-General forms a preliminary view that there will be a requirement for a further Project ARIn beyond the date specified in the original Project ARIn, a comprehensive submission must be provided to the Head of Service for consideration by the Head of Service in accordance with paragraph 8.6.
- 3.4. The Director-General may only approve an ARIn if the Director-General:
 - 3.4.1. considers that it is appropriate to provide an employee with terms and conditions of employment that are in excess of those which are ordinarily provided for under

this Agreement, taking in account the position the employee is engaged to perform and the matters to be considered in paragraph 5.1 of this Framework;

3.4.2. has, with the exception of ARInS approved under paragraph 8.5.2., discussed the proposed terms of the ARIn with the employee to whom the ARIn is to apply prior to the ARIn being approved. In these discussions, the employee may invite a union or other employee representative to assist the employee; and

3.4.3. has provided a written submission in accordance with paragraph 7.8.

Note: Where the ARIn is for a specified project, the estimated period of the position's involvement in the project to be covered by the ARIn must be specified in the ARIn.

3.5. An ARIn must not be agreed where it would result, when assessed as a whole, in a reduction in the overall terms and conditions of employment provided for the employee under this Agreement or provide terms and conditions that are, in a particular respect, less favourable than the National Employment Standards or the rates of pay set in this Agreement for the same work at the same classification level.

3.6. Where it is proposed that an ARIn will replace or reduce a condition of employment contained in this Agreement, the Director-General will consult with the relevant union with coverage of the position prior to the provision of a written submission to the Head of Service for consideration, about the proposed change. In consulting with the union, the Director-General will:

3.6.1. provide the union with relevant information about the position and the proposed change;

3.6.2. give the union a reasonable opportunity to consider this information and, if the union wishes, provide written views to the Director-General within seven days; and

3.6.3. take into account any views of the union before deciding to enter into the ARIn.

Information that the Director-General provides to the union under paragraph 3.6.1. will not include information that might directly or indirectly disclose the identity of the particular employee.

3.7. At any time following the conclusion of the consultation required under paragraph 3.6, and subject to consideration by the Head of Service, the Director-General and the employee may agree on the terms of an ARIn to apply to the position that the employee occupies.

3.8. Once the Head of Service has considered a submission pursuant to paragraph 7.7.2, and provided his or her views about the ARIn to the Director-General, the Director-General may approve the commencement of the ARIn.

3.9. Before approving an ARIn under paragraph 3.8 the Director-General must take account of the views of the Head of Service.

4. Group Block Approval

4.1. Where it is proposed that identical ARInS are to apply to a group of positions and employees performing identical functions at the same classification level within a Directorate this may be done as one block approval (a "Group Block Approval"). Only one submission needs to be made in accordance with paragraph 7.8.2 in relation to the group of positions as identified in the submission to the Head of Service, provided that:

4.1.1. each employee in a relevant position will be provided with an individual ARIn; and

- 4.1.2. each ARIn provided under this paragraph needs to be identical in regard to the matters considered under paragraph 5.1 outlined in the ARIn supplied with the submission.
- 4.2. To avoid doubt, in the case of Group Block Approval ARIns, the application of the ARIn to those employees in the group who continue to meet the matters considered at paragraph 5.1, will continue to apply, even where:
 - 4.2.1. an individual employee to whom the Group Block Approval applied no longer satisfies the matters to be considered at paragraph 5.1; or
 - 4.2.2. an employee moves out of the position to which a Group Block Approval applies.
- 4.3. If following a review under paragraph 7.2 the Director-General determines that it is no longer appropriate to provide positions covered by a Group Block Approval, and employees in those positions with an ARIn, then all ARIns which apply to the positions covered by the Group Block Approval will cease to operate in accordance with paragraph 9.1.4.2 for all employees who are the subject of the Group Block Approval.
- 4.4. If following a review under paragraph 7.1 or 7.2 the Director-General determines that the ARIn should be renewed (on the same or different terms) the new ARIn will apply to all positions covered by the Group Block Approval, and all employees in positions the subject of the Group Block Approval.
- 4.5. Despite paragraph 4.1 and 4.4, if following a review under paragraph 7.2 it is determined a particular position covered by a Group Block Approval, and the employee in the position covered by the Group Block Approval, warrants a different set of benefits from the other positions covered by the Group Block Approval, and from other employees the subject of the Group Block Approval, the ARIn applying to that particular position and particular employee will cease to be covered by the Group Block Approval and shall be an individual ARIn for all future reviews.

5. Matters to be Considered

- 5.1. In determining whether to apply an ARIn to an employee in a position, the Director-General will have regard to the following matters:
 - 5.1.1. whether the position is critical to the operation of the Directorate or to a business unit in the Directorate;
 - 5.1.2. whether an employee who occupies the position requires specialised qualifications, skill set and/or experience to perform the requirements of the position;
 - 5.1.3. whether the role and skills required by the employee who occupies the position are in high demand;
 - 5.1.4. the level at which comparable individuals with skills and qualifications for the role are remunerated in the marketplace;
 - 5.1.5. the difficulty and cost associated with recruiting to the position;
 - 5.1.6. any other matter he or she considers relevant to determining whether or not an ARIn would be appropriate in the circumstances.
- 5.2. In considering paragraph 5.1.4 the Director-General must take into account relevant market data (by reference to the definition of relevant market data in this Framework).

6. Commencement

6.1. The ARIn will commence from whichever is the latter:

- 6.1.1. the date specified in the ARIn; or
- 6.1.2. the date of final approval by the Director-General in accordance with paragraph 3.8.

To avoid doubt, an ARIn cannot operate retrospectively.

7. Review

7.1. Where, following a comprehensive submission to the Head of Service for consideration by the Head of Service, an ARIn is approved by the Director-General for a specified period of 12 months (a “Renewable ARIn”), the Director-General may renew the ARIn for a further 12 months on a maximum of two occasions, provided that:

- 7.1.1. a review of each ARIn is conducted within 12 months from the date of the ARIn commencing, or the date of first renewal of the ARIn, (a “renewal review”) to determine whether the Director-General continues to consider that it is appropriate to provide an employee occupying the position, to which the ARIn applies with terms and conditions of employment that are in excess of those which are ordinarily provided for under this Agreement; and
- 7.1.2. a comprehensive market-based review (a “comprehensive review of each Renewable ARIn is conducted within three years from the date of the ARIn commencing to determine whether the ARIn should be renewed (on the same or different terms) and a further submission is made to the Head of Service for consideration by the Head of Service in accordance with paragraph 8.6, or ceased, in accordance with this Framework.

7.2. A comprehensive market-based review (a “comprehensive review”) of each Group Block Approval ARIn, must be completed within 24 months from the date of the ARIn commencing, or prior to the date of expiry of this Agreement, whichever date is the earlier. As a result of the review the Director-General will determine whether:

- 7.2.1. the ARIn should be renewed (in the same or different terms) in accordance with paragraph 8.5.4;
- 7.2.2. ceased in accordance with paragraph 9.1;
- 7.2.3. the additional pay component of the ARIn should be incorporated into base rates of pay in any subsequent Agreement; or
- 7.2.4. the additional pay component of the ARIn should be provided for in some other way.

7.3. In addition to reviewing ARIns under paragraph 7.1, the Director-General must also review an ARIn to determine whether the ARIn should be renewed, where:

- 7.3.1. a preliminary view is formed by the Director-General that the position ceases to be critical to the operation of the Directorate or business unit in the Directorate; or
- 7.3.2. a preliminary view is formed by the Director-General that the employee ceases to hold the required specialist qualifications or specialist attributes.

7.4. In reviewing the ARIn, the Director-General must have regard to the matters to be considered at paragraph 5.1, including any matters he or she considers relevant as per

paragraph 5.1.6. In conducting a comprehensive review of an ARIn the Director-General must also take into consideration relevant market data (by reference to the definition or relevant market data in this Framework).

- 7.5. If the position to which the ARIn applies is occupied when undertaking a review of the ARIn, the Director-General will consult with the employee occupying the position to which the ARIn applies. The employee may invite a union or other employee representative to assist the employee in the consultation.
- 7.6. Where the employee occupying the position for which the ARIn is being reviewed is on long-term leave, reasonable attempts must be made to consult with the employee, or the employee's representative, pursuant to paragraph 7.5. If such reasonable attempts to consult with the employee are unsuccessful, then the Director-General may proceed with the review without the input of the employee.
- 7.7. Upon completion of the review the Director-General will notify the affected employee(s) in writing, and where relevant their representative(s), of the preliminary outcomes and reasons for the decision. The Director-General will provide the employee(s) and their representative(s) 14 days in which to provide a written response for consideration by the Director-General before making a final decision.
- 7.8. Following the conclusion of a review under paragraph 7.1 or 7.3, where the Director-General forms a preliminary view that the ARIn should be renewed on the same terms or on different terms, the Director-General must complete, as applicable:
 - 7.8.1. a renewal submission; or
 - 7.8.2. a comprehensive submission for consideration by the Head of Service.
- 7.9. Shared Services will provide regular reports to the Head of Service on all Renewable ARIns, or Group Block Approval ARIns, three months prior to their nominal expiry date for which a comprehensive review has not been completed pursuant to paragraph 7.1.2 or 7.2.
- 7.10. Where a comprehensive review of a Renewable ARIn, or Group Block Approval ARIn, has not been completed by the nominal expiry date, the responsible Directorate will develop, in consultation with the Head of Service, a plan to ensure the ARIn review is completed within three months.

8. Submissions

Renewal Submission

- 8.1. A renewal submission is required to be completed where:
 - 8.1.1. pursuant to paragraph 7.8.1, it is proposed that a Renewable ARIn for a position should be renewed on the same terms; or
 - 8.1.2. an employee who is party to a Fixed Term, Renewable or Project ARIn temporarily vacates the position to which the ARIn relates, and it is being proposed that the ARIn be provided to the employee who is acting in the vacated position; or
 - 8.1.3. an employee who is party to a Fixed Term, Renewable or Project ARIn temporarily vacates the position to which the ARIn relates for a period of ninety days or more, and it is being proposed that the ARIn apply to the employee upon the employee's return to the position.

- 8.2. A renewal submission provided in accordance with paragraph 8.1 must contain a declaration by the Director-General that he or she considers it appropriate to provide the employee with terms and conditions of employment that are in excess of those which are ordinarily provided for under this Agreement as set out in the ARIn. That submission must address the matters to be considered at paragraph 5.1, including any matters which the Director-General considers relevant to whether the ARIn should apply and has had regard to in accordance with paragraph 5.1.6.
- 8.3. Pursuant to paragraph 8.1, a Renewable ARIn may be renewed for a period of 12 months following a review under paragraph 7.1.1, provided that:
 - 8.3.1. any Renewable ARIn can only be renewed on two occasions before a comprehensive review is undertaken; and
 - 8.3.2. the review must be completed before the date of expiration specified in the ARIn.
- 8.4. If the provisions of paragraph 8.3 are not met, or the review under paragraph 7.1 or 7.3 determines that a Renewable ARIn should not be renewed, the ARIn will cease to operate in accordance with paragraph 9.1.3. Any further ARIns for the position or group of positions will require the provision of a new comprehensive submission to the Head of Service for consideration by the Head of Service in accordance with paragraph 8.6.

Comprehensive Submission

- 8.5. A comprehensive submission is required to be submitted where:
 - 8.5.1. in relation to a Renewable ARIn, three years have elapsed since the last comprehensive submission; or
 - 8.5.2. a position is to be advertised with a rate of pay which includes the proposed ARIn amount; or
 - 8.5.3. a new ARIn for an individual position is being proposed for an existing employee; or
 - 8.5.4. a new Group Block Approval is being proposed or sought for an identified group of positions performing an identical function at the same classification level within a Directorate; or
 - 8.5.5. a variation is being proposed to an existing renewable ARIn, whether it applies to an individual position or group of positions under a Group Block Approval.
- 8.6. A comprehensive submission provided in accordance with paragraph 8.5 must:
 - 8.6.1. address the matters to be considered at paragraph 5.1; and
 - 8.6.2. address any factors which the Director-General has considered relevant to whether an ARIn apply, and has had regard to in accordance with paragraph 5.1.6; and
 - 8.6.3. address whether the substantive position is correctly classified; and
 - 8.6.4. address whether the position's job description and/or organisation structure of the business unit can be adjusted to mitigate the need for an ARIn; and
 - 8.6.5. contain a declaration by the Director-General that he or she considers it appropriate to provide the employee who occupies the position to which the ARIn is to apply with terms and conditions of employment that are in excess of those which are ordinarily provided for under this Agreement as set out in the ARIn.

8.7. Where the Director-General considers that there is a compelling reason for the Directorate to pay enhanced rates of pay in excess of 50% of the base rate of pay for the position's classification, the Director-General will address the compelling reason for such 50% plus enhanced pay in the submission under paragraph 8.6 to the Head of Service.

9. Cessation

9.1. The ARIn will cease to operate:

- 9.1.1. in relation to a Project ARIn, on the date specified in the ARIn for cessation of the position's involvement in the project, or the date of completion of the project, whichever date is the earlier;
- 9.1.2. in relation to a Fixed Term ARIn, on the date specified in the ARIn;
- 9.1.3. in relation to a Renewable ARIn: where the ARIn is reviewed in accordance with paragraph 7.1 or 7.3 and the Director-General determines following the review that the ARIn should no longer apply to the position, on the date that is at least ninety days after the date notice is provided to the employee of cessation of the ARIn, or less if agreed by the employee.
- 9.1.4. in relation to Group Block Approval ARIns:
 - 9.1.4.1. on the date this Agreement is replaced by a further enterprise agreement;
or
 - 9.1.4.2. where the ARIn is reviewed in accordance with paragraph 7.2 and the Director-General determines following the review that the ARIn should no longer apply (or at any other time), on the date that is at least ninety days after the date notice of cessation of the ARIn is provided to the employee(s) to whom the ARIn applies.
- 9.1.5. on the date an employee vacates the position to which the ARIn applies, including when the employee becomes unattached or is temporarily transferred to another position.
 - Note: 1. A new renewal submission is required to be completed in accordance with paragraph 8.1 b) where an ARIn is to apply to another employee who occupies the vacated position, unless the position is covered by a Group Block Approval.
 - 2. Where an employee is temporarily transferred to another position for a period of ninety days or more, a renewal submission is required to be completed in accordance with paragraph 8.1.1 where the ARIn is to apply to the employee upon their return to the vacated position, unless the position is covered by a Group Block Approval.
- 9.1.6. in relation to a finding arising from a misconduct or underperformance matter, on the date the sanction is to apply where the delegate determines, in accordance with paragraph H11.1.7 of this Agreement, that the sanction to be applied is termination of the ARIn.
- 9.1.7. on the date an employee loses the qualification, or registration which allows them to perform the duties of the position to which the ARIn relates.
- 9.1.8. on the date this Agreement is replaced by a further enterprise agreement, unless:

9.1.8.1. the ARIn ceases to operate at an earlier time in accordance with the provisions of this Framework; or

9.1.8.2. the ARIn is deemed to continue to operate under the provisions in the replacement enterprise agreement.

9.1.9. in relation to ARIns which are deemed to operate pursuant to paragraph 10.2 of this Framework, on the day after 12 months from the commencement of this Agreement.

10. Deeming

10.1. An ARIn that applied to a position, and to the employee occupying the position to which the ARIn applies, which is covered by this Agreement on the day before the Agreement commenced operation will continue in accordance with the provisions of this Framework.

10.2. Any entitlement which an employee enjoyed on the day before the Agreement commences, which is in excess of those provided for under this Agreement will be deemed to be an ARIn. ARIns which are deemed to continue under this paragraph may operate for a maximum of 12 months from the date the Agreement commences.

10.3. If the Director-General determines that an ARIn that has been deemed to continue under paragraph 10.2 should continue to operate beyond 12 months from the date the Agreement commences, then he/she must follow the procedures for approving a new ARIn, as set out in this Framework.

11. Salary Sacrifice Arrangements

11.1. The additional pay component provided under an ARIn may be used for the purposes of salary sacrifice arrangements in accordance with the Salary Sacrifice Arrangement provisions of this Agreement. Where an employee salary sacrifices any part of the terms of an ARIn and, in accordance with this Framework, the ARIn ceases to apply, the employee must notify the salary sacrifice arrangement provider that the terms of the ARIn can no longer be packaged.

12. Notification

12.1. The Director-General will provide information to the Chief Minister Treasury, and Economic Development Directorate about ARIns approved by the Director-General for employees in the directorate during the reporting year, for inclusion in the State of the Service Report.

12.2. The Chief Minister, Treasury and Economic Development Directorate will provide regular reports to the union on ARIns including details of the number, terms and classifications of all ARIns approved by directorates.

13. Interpretation

13.1. In this Framework, unless the contrary intention appears:

'Attraction and Retention Incentives' (ARIns) means additional pay and/or conditions of employment, provided in recognition of the additional requirements of a position under a written agreement between the Director-General and the employee occupying the position to which the ARIn is to apply, that are in excess of those which are ordinarily provided for under this Agreement.

'base rate of pay' in relation to an employee is the rate of pay payable under Annex A of this Agreement for the employee's classification on the date the ARIn commences, or for a review, on the date that the ARIn is approved, or renewed, following a review.

'Director-General' means the person occupying the position of Director-General of the relevant directorate, or their nominated delegate.

'Group Block Approval' means an ARIn approved by the Director-General, after consideration by the Head of Service, for a number of related positions with the same classification and perform an identical function in a directorate, and the employees in those positions.

'Head of Service' means the person occupying the position and exercising the powers of the Head of Service.

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

Annex C – Qualification and Expense Related Allowances

First Aid		Rate as at 10/6/2021	1.35% from 9/12/2021	1.35% from 9/6/2022
Classification	Any			
Employee Type	Any			
Description	<p>An employee who is suitably qualified and who is designated as the primary contact for first aid and who performs the duties of a first aid officer in a workplace or work group, will be paid an allowance determined by their current level of qualification:</p> <ol style="list-style-type: none"> 1. A base level qualification is a nationally recognised statement of attainment in providing first aid issued by a registered training organisation that is accredited to deliver first aid training and to issue qualifications for nationally endorsed first aid unit(s) of competency. This would normally provide competencies required to recognise and respond to common life-threatening injuries or illnesses including: life-support using cardiopulmonary resuscitation (CPR), and management of the casualty and incident until the arrival of medical or other assistance, as well as treatment of minor illnesses and injuries. 2. An advanced level qualification provides additional competencies required to apply advanced first aid procedures and advanced first aid response in a workplace environment. 3. An occupational or specialist level required to meet this level includes the ability to completely render first aid in the workplace in the context of work health and safety legislation. 			
Rate/Frequency	<p>Per fortnight (1) Base level:</p> <p>Per fortnight (2) Advanced level:</p> <p>Per fortnight (3) Occupational or specialist:</p>	\$28.54	\$28.93	\$29.32
		\$35.75	\$36.23	\$36.72
		\$42.42	\$42.99	\$43.57
Payment on Leave	<p>The allowance is payable during the following leave types:</p> <ol style="list-style-type: none"> a) Long service leave, paid birth or primary care giver's leave and annual leave. b) Paid personal leave or other leave with pay for up to one month. <p>Where leave is on reduced pay, or without pay, the allowance must be proportionately reduced or withdrawn accordingly. The allowance is included in salary for payment in lieu of long service leave and annual leave.</p>			

Notes	<ol style="list-style-type: none"> 1. The above rates will be paid in full to part-time employees. 2. Where the qualification of an employee who is in receipt of the allowance is no longer current, the chief executive may allow a short period to allow for re-qualification. 3. The chief executive may reimburse fees for renewal of qualification and relevant courses incurred by an employee who is eligible to be paid a first aid allowance. 4. Where an employee holds more than one first aid qualification, the employee will be paid an allowance only for the qualification which attracts the higher payment. 5. The allowance must not be included in salary for overtime or penalty payments. 6. Where an employee who normally undertakes first aid functions is absent and another employee who is qualified in first aid undertakes all the duties for which the allowance is paid, the relieving employee is entitled to be paid the allowance appropriate to that employee's qualifications.
Exclusions	The First Aid allowance is not payable to employees who, as part of their normal duties, are required to maintain a First Aid qualification.
Allowance Type	Qualification

Community Language		Rate as at 10/6/2021	1.35% from 9/12/2021	1.35% from 9/6/2022
Classification	Any			
Employee Type	Any			
Description	Employees whose duties involve communication on a regular basis in languages other than English, including deaf oral language, deaf sign language and Aboriginal languages, will be paid an allowance if their language competence meets the required level, as follows:			
Rate/Frequency	per annum (1) NAATI Level 1: (paid in equal fortnightly instalments)	\$1,254	\$1,271	\$1,288
	per annum (2) NAATI Level 2 or higher: (paid in equal fortnightly instalments)	\$2,505	\$2,539	\$2,573
Payment on Leave	The allowance is payable during paid personal leave, annual leave and long service leave, pro rata where appropriate, but not during any other period of leave.			
Notes	<ol style="list-style-type: none"> 1. Eligible part-time employees are entitled to receive the allowance on a pro rata basis. 2. The minimum required standard of language competence for receipt of the allowance is accreditation at National Accreditation Authority for Translators and Interpreters (NAATI) Level 1. 3. Where assessment in a language is not offered by NAATI, the chief executive may approve assessment by another individual or body that has the necessary expertise to assess the language skills and has sufficient knowledge of NAATI levels and competencies required to determine the appropriate rate of allowance. 4. The chief executive should arrange accreditation testing, and pay any associated fees. 5. Until such time as recognition by NAATI, or an alternative provider, is available, the chief executive may approve the payment at Level 1 to an employee on the certification of the employee's supervisor. 6. The allowance may be paid from the date of an employee's application for payment, or from the date at which the chief executive determines the need for the language has been demonstrated. 7. Payment of the allowance should be reviewed annually, or whenever the employment status of a recipient changes (e.g. upon the recipient's promotion or temporary transfer). Such reviews should address whether there is a continuing need for communication in a language other than English. 			
Allowance Type	Qualification			

Motor Vehicle

Classification	Any	
Employee Type	Any	
Description	<p>The chief executive may authorise an employee to use a motor vehicle they own or hire in any of the following situations:</p> <ol style="list-style-type: none"> 1. For official purposes, where the chief executive is satisfied this use would do any of the following: <ol style="list-style-type: none"> (a) Result in greater efficiency. (b) Involve the ACT Government in less expense than if public transport or a vehicle owned by the ACT Government were used. 2. For specified journeys, where the chief executive is satisfied that any of the following apply: <ol style="list-style-type: none"> (a) The use will not result in the employee taking more time on the journey than they would otherwise take. (b) It would not be contrary to the interest of the ACT Government. 3. Travel between normal headquarters and a temporary work station, or between the employee's home and a temporary work station, where the chief executive is satisfied that any of the following apply: <ol style="list-style-type: none"> a) There is no public transport available for travel to the temporary station. b) Although public transport is available, the work program makes its use impossible. 	
Rate/Frequency	Per km (1) Small car - 1600cc non-rotary, 800cc rotary:	\$0.78
	Per km (2) Medium - 1601-2600cc non-rotary 801-1300cc rotary:	\$0.90
	Per km (3) Large – over 2600cc non-rotary over 1300cc rotary:	\$0.91
Payment on Leave	Not paid during any type of paid or unpaid leave.	
Notes	<ol style="list-style-type: none"> 1. The amount of the allowance is to be reduced by the amount of any isolated establishments (or equivalent) allowance that is payable. If the amount of any isolated establishments (or equivalent) allowance payable exceeds the amount of motor vehicle allowance that would otherwise be payable, then no motor vehicle allowance may be authorised. 2. If an employee satisfies the chief executive that the allowance is insufficient to meet the amount of the expenses reasonably incurred and paid by the employee in using a motor vehicle for official purposes, the chief executive may grant an additional allowance equal to the amount by 	

	<p>which those expenses exceed the amount of the allowance or allowances.</p> <ol style="list-style-type: none"> 3. If, as a consequence of using a motor vehicle an employee is required to pay a higher insurance premium than would otherwise be the case, they are entitled to be reimbursed the additional cost. 4. Employees who use a private motor vehicle under the motor vehicle allowance conditions may be reimbursed parking fees, bridge and car-ferry tolls incurred whilst on duty, but not fines. 	
Allowance Type	Expense	

Annex D- Other Leave

Leave to:	1. Accompany a domestic partner on a posting
Purpose	To enable an employee to accompany the employee's domestic partner for the period, or part of the period, of a posting
Eligibility	An employee
Entitlement	The maximum period is the period during which the domestic partner of the employee is required to perform duties overseas, or interstate.
Conditions	-
Rate of payment	Without pay.
Effect on other entitlements	Will not count for any purpose.
Leave to:	2. Attend Aboriginal or Torres Strait Islander Ceremonies
Purpose	To attend a ceremony associated with the death of an immediate or extended family member or for other ceremonial obligations under Aboriginal and Torres Strait Islander law.
Eligibility	An employee who is of Aboriginal or Torres Strait Islander descent.
Entitlement	A maximum period of ten days in any two year period, in addition to bereavement leave.
Conditions	-

Rate of payment	Without pay.
Effect on other entitlements	Will not count for any purpose.
Leave to:	3. Attend sporting events as an accredited competitor or official
Purpose	To enable an employee to attend sporting events as an accredited competitor or official.
Eligibility	An employee who is selected by an official sporting body to participate as an accredited official or competitor with national or international sporting status.
Entitlement	To attend training for, or to attend, a major national or international sporting or other recognised event in the capacity of an accredited official or competitor.
Conditions	Leave will be with pay unless otherwise agreed by the employee.
Rate of payment	With pay or without pay.
Effect on other entitlements	With pay will count as service for all purposes. Without pay will not count as service for any purpose.
Leave to:	4. Attend Aboriginal and Torres Strait Islander meetings
Purpose	For attending representative meetings in the capacity of an elected representative of the Aboriginal and Torres Strait Islander peak body.
Eligibility	An employee who is an elected representative of the ACT Aboriginal and Torres Strait Islander peak body.

Entitlement	Paid time to attend recognised meetings.
Conditions	If an employee accepts any fee for attendance at the meeting, leave will be granted without pay. An employee may accept reimbursement for out-of-pocket expenses.
Rate of payment	Full pay.
Effect on other entitlements	Will count as service for all purposes.
Leave to:	5. Attend as a witness
Purpose	To enable an employee to give evidence before a body or person before whom evidence may be taken on oath.
Eligibility	An employee
Entitlement	Refer to rate of payment
Conditions	If an employee is required to travel to give evidence, they may be reimbursed for reasonable travel expenses as if the employee had travelled in the course of the employee's duties, less any amount received as witnesses' expenses.
Rate of payment	With pay where the employee is to give evidence: (a) on behalf of a Territory, a State or the Commonwealth; or (b) on behalf of an authority established by or under a law of a Territory, State or the Commonwealth; or

	<p>(c) in a judicial review or administrative review proceeding where the matter being reviewed relates to the work of the employee; or</p> <p>(d) before a Royal Commission appointed under a law of the Commonwealth; or</p> <p>(e) before a person conducting an inquiry under a law of a Territory, a State or the Commonwealth; or</p> <p>(f) before a person or authority exercising arbitral functions under a law of a Territory, a State or the Commonwealth.</p> <p>Without pay where the leave to give evidence is for any other purpose.</p>
Effect on other entitlements	Will count as service for all purposes.
Leave to:	6. Attend NAIDOC week activities
Purpose	To enable an employee to attend and participate in NAIDOC Week activities.
Eligibility	An employee, other than a casual employee.
Entitlement	This leave may be granted for one complete day or for varying periods over the week's activities, totalling the equivalent of one complete day.
Conditions	Subject to operational requirements.
Rate of payment	Full pay.
Effect on other entitlements	Will count as service for all purposes.

Leave to:	7. Attend proceedings at the Fair Work Commission
Purpose	To enable the employee to give evidence on behalf of a staff organisation in proceedings at the Fair Work Commission
Eligibility	An employee who is a representative of a staff organisation.
Entitlement	The time necessary to present a case or to give evidence or to attend inspections conducted by the Fair Work Commission, plus reasonable travel time.
Conditions	Leave with pay cannot be granted to more than two representatives for the same period
Rate of payment	With pay or Without pay
Effect on other entitlements	With pay will count as service for all purposes Without pay will not count as service for any purpose, but does not break continuity of service for long service leave purposes.
Leave to:	8. Campaign for election
Purpose	To enable the employee to campaign for election
Eligibility	An employee who is standing for election to the ACT Legislative Assembly, Commonwealth or State House of Parliament, or other legislative or advisory body approved by the Commissioner.
Entitlement	A maximum period of three months.
Conditions	-
Rate of payment	Without pay.

Effect on other entitlements	Will not count for any purpose.
Leave to:	9. Cope with a disaster
Purpose	Where an employee is affected by a disaster which has destroyed or significantly damaged the employee's usual place of residence or its contents.
Eligibility	An employee whose home is wholly or partly uninhabitable associated with health or safety reasons.
Entitlement	A maximum period of three days in each consecutive period 12 months.
Conditions	-
Rate of payment	Full pay.
Effect on other entitlements	Counts as service for all purposes.
Leave for:	10. Defence Reserve
Purpose	To enable an employee to undertake specified defence service and, also, enlistment, training and/or deployment with the Australian Defence Force Reserve (ADFR).
Eligibility	Available to employees other than casual employees.
Entitlement	The entitlement to leave for Reserve Service is prescribed under the <i>Defence Reserve Service (Protection) Act 2001</i> . An employee may be granted leave (with or without pay) to enable the employee to fulfil Australian Defence Force (ADF) Reserve and Continuous Full Time Service (CFTS) or Cadet Force obligations.

	<p>An employee is entitled to ADF Reserve Leave with pay, for up to four weeks during each financial year for the purpose of fulfilling service in the ADF Reserve. These purposes include training and operational duty as required.</p> <p>During an employee's first year of ADF Reserve service, a further two weeks paid leave may be granted by the Chief Executive to facilitate participation in additional ADF Reserve training, including induction requirements.</p> <p>With the exception of the additional two weeks in the first year of service, leave can be accumulated and taken over a period of two years, to enable the employee to undertake training as a member of the ADF Reserves.</p> <p>Employees are not required to pay their tax-free ADF Reserve salary to the ACTPS in any circumstances.</p> <p>An employee who is an officer or instructor of cadets in a Cadet Force may be granted paid leave of up to three weeks each financial year to perform duties as an officer or instructor of Cadets. For these purposes 'Cadet Force' means the Australian Navy Cadets, Australian Army Cadets, or the Australian Air Force Cadets.</p> <p>Defence Reserve Leave counts as service for all purposes, except for unpaid leave to undertake CFTS. Unpaid leave for the purpose of CFTS counts for all purposes except Annual Leave.</p> <p>An eligible employee may also apply for Annual Leave, Long Service Leave, leave without pay, or they may use ADOs or flextime (where available) to make up time for the purpose of fulfilling ADF Reserve, CFTS or Cadet Force obligations.</p>
Leave for:	10. Defence Reserve (Cont)
Conditions	An eligible employee must give notice to the Chief Executive as soon as practicable of their absence or intention to be absent for Defence Reserve Leave, including documentary evidence.
Rate of payment	With pay or without pay

Effect on other entitlements	As per entitlement.
Leave to:	11. Donate an organ
Purpose	To enable an employee to donate an organ.
Eligibility	An employee who volunteers as an organ donor.
Entitlement	A maximum period of three months in any 12 month period.
Conditions	-
Rate of payment	Full pay.
Effect on other entitlements	Will count as service for all purposes.
Leave to:	12. Donate blood
Purpose	To enable an employee to donate blood.
Eligibility	An employee, who volunteers as a blood donor.
Entitlement	The time necessary to attend to give blood, including travel and reasonable recovery time.
Conditions	-
Rate of payment	Full pay.
Effect on other entitlements	Will count as service for all purposes.
Leave to:	13. Engage in employment associated with compensation
Purpose	To enable an employee to engage in employment outside the ACTPS as part of a rehabilitation process under the <i>Safety, Rehabilitation and Compensation Act 1988</i> .

Eligibility	An employee who is, or was, entitled to compensation leave under the <i>Safety, Rehabilitation and Compensation Act 1988</i> and the employment is part of a rehabilitation process under that Act.
Entitlement	A maximum period of three years.
Conditions	-
Rate of payment	Without pay.
Effect on other entitlements	Will count as service for all purposes.
Leave to:	14. Engage in employment in the interests of defence or public safety
Purpose	To enable the employee to engage in work or employment that the Chief Executive considers is in the interests of the defence or public safety of the Commonwealth or the Territories.
Eligibility	An employee
Entitlement	A maximum period of two years.
Conditions	-
Rate of payment	Without pay.
Effect on other entitlements	The first twelve months will count as service for all purposes. Subsequent leave will count as service for all purposes except annual leave.

	If an employee does not return to duty with the ACTPS the leave will not count as service for any purpose.
Leave to:	15. Engage in employment in the interests of the ACTPS
Purpose	To enable an employee to engage in work or employment outside the ACTPS where the Chief Executive is satisfied that the employment is in the interests of the ACTPS.
Eligibility	An employee, other than an employee: <ul style="list-style-type: none"> a. who is a probationary employee; or b. who has six months or less continuous employment.
Entitlement	A maximum period of five years.
Conditions	-
Rate of payment	Without pay.
Effect on other entitlements	Will counts as service for all purposes except for annual leave. If an employee does not return to duty with the ACTPS the leave will not count as service for any purpose.
Leave to:	16. Hold a full-time office in a staff organisation
Purpose	To enable an employee to hold a full-time office in a staff organisation; council of staff organisations, or credit union, co-operative society, building co-operative or similar body.
Eligibility	An employee
Entitlement	The maximum period of leave that may be granted is the period for which the employee is elected to office, or in the case of a non-elected office, three years.
Conditions	To be eligible for leave to hold a non-elected office the employee must have been employed in the ACTPS or in the Australian Public Service for at least four years, at the date at which the leave is proposed to begin. Leave may only be granted for this purpose where the relevant body is incorporated and is conducted by, or on behalf of, a staff organisation for the benefit of the members of the staff organisation or all persons employed in the ACTPS.
Rate of payment	Without pay.

Effect on other entitlements	Will count as service for accruing personal leave and calculating the period of service for long service, except where the leave is to enable the employee to take up an honorary office. Where leave is granted to enable the employee to take up an honorary office, the first two months leave in each calendar year will count as service for all purposes. Leave in excess of two months in a calendar year will not count as service for any purpose other than ongoing eligibility to access birth leave as provided by subclause 87.7.
Leave for:	17. Local government purposes
Purpose	To enable the employee to attend formal meetings, in the capacity of an elected office holder, of a local government council.
Eligibility	An employee who is a duly elected office holder of a local government council.
Entitlement	A maximum period of: <ul style="list-style-type: none"> a. in the case of an employee who is mayor or president of the council, five days in any 12 month period; or b. in any other case three days in any 12 month period.
Conditions	-
	Full pay.
Effect on other entitlements	Will count as service for all purposes.
Leave for:	18. Operational Service Personal Leave
Purpose	To enable officers and employees who have rendered operational service to be absent from duty when they are unfit for work because of war-caused injuries or diseases.
Eligibility	An officer or employee, other than a casual employee, who has rendered operational service.
Entitlement	Operational service personal leave is cumulative and is additional to personal leave entitlements contained in clause 77.

	<p>(a) Officers On appointment, an eligible officer is entitled to nine weeks operational service personal leave.</p> <p>An eligible officer is entitled to receive an additional credit of three weeks operational service personal leave:</p> <ul style="list-style-type: none"> • 12 months after the date of appointment; and • 24 months after the date of appointment; and • 36 months after the date of appointment. <p>The maximum operational service personal leave balance that an eligible officer may have is eighteen weeks</p> <p>(b) Employees other than Officers On engagement, an eligible employee is entitled to nine days operational service personal leave</p> <p>An eligible employee is entitled to receive an additional credit of three days operational service personal leave:</p> <ul style="list-style-type: none"> • 12 months after the date of engagement; and • 24 months after the date of engagement; and • 36 months after the date of engagement. <p>The maximum operational service personal leave balance that an eligible employee may have is eighteen days.</p> <p>Where operational service personal leave credits have been exhausted, the Chief Executive may grant an employee personal leave or a period of unpaid operational service personal leave.</p>
Evidence and Conditions	<p>An eligible officer or employee should discuss with their manager/supervisor, as soon as practicable, of their absence or intention to be absent on operational service personal leave.</p> <p>An eligible officer or employee must make an application to the Chief Executive to access their operational service personal leave entitlement.</p>

	Having considered the requirements of this clause the Chief Executive may approve an eligible officer or employee's application to access operational service personal leave. A decision not to approve the leave will be taken in accordance with subclause 76.1.
	Operational service personal leave may be granted by the Chief Executive: <ul style="list-style-type: none"> (a) to cover absences resulting from war-caused injury or diseases; and (b) following a written request from an eligible officer or employee, which must include documentary evidence that the absence is due to the war-caused injury or disease, including evidence that the injury or disease is a the war-caused injury or disease in accordance with the requirements of the <i>Veterans' Entitlement Act 1986 (Commonwealth)</i>.
Rate of payment	With pay. The rate of payment to be paid to the employee during a period of operational service personal leave is the same rate as would be paid if the employee was granted personal leave, except where it is granted without pay.
Effect on other entitlements	Operational service personal leave with pay will count as service for all purposes. Operational service personal leave without pay will not count as service.
Interpretation	operational service has the same meaning as in the <i>Veterans' Entitlement Act 1986 (Commonwealth)</i> . war-caused injuries or diseases has the same meaning as in the <i>Veterans' Entitlement Act 1986 (Commonwealth)</i> .

Leave for:	19. Religious purposes
Purpose	To enable an employee to attend a ceremony integral to the practice of the employee's religious faith.
Eligibility	An employee who is an adherent to the particular religious faith and who is a practising member of that religious faith.
Entitlement	A maximum period of ten days in any two year period.
Conditions	Religious leave is only available for ceremonies that are of significant importance to the particular faith that are generally observed by the entire faith. Leave is not available for ceremonies that are only of significance to the individual member of the particular religious faith.
Rate of payment	Without pay.
Effect on other entitlements	Will not count for any purpose.
Leave for:	20. Returned soldiers for medical purposes
Purpose	To enable an employee to attend an appointment for treatment or review as a returned soldier under the <i>Veterans' Entitlement Act 1986</i> (Commonwealth).
Eligibility	An employee who is a returned soldier.
Entitlement	A maximum period of two weeks in any twelve month period.
Conditions	-
Rate of payment	Full pay.
Effect on other entitlements	Will count as service for all purposes.

Leave to:	21. Take leave where leave cannot be granted under any other provision
Purpose	To enable an employee to be absent from duty where the leave cannot be provided for elsewhere
Eligibility	An employee
Entitlement	A maximum period of twelve months.
Conditions	-
Rate of payment	<p>Without pay, except where the Chief Executive determines there are special circumstances, having regard to:</p> <ul style="list-style-type: none"> a) the purpose for which the leave is being taken; and b) the length of service of the employee; and c) the length of the period for which the leave is being taken. <p>In special circumstances the Chief Executive determines whether leave is at full pay or half pay.</p>
Effect on other entitlements	Leave without pay will not count as service for any purpose. However where the Chief Executive determines there are special circumstances and that the period of leave granted is to be with pay then the paid leave will count as service for all purposes.

Annex E – Work Level Standards

This document is not intended to be an exhaustive list of responsibilities and duties.

Individual position profiles are not expected to involve all of the examples listed.

Descriptions should be regarded as general in nature and will require a level of interpretation depending on the specific responsibilities to be performed.

	Teacher Level 1	Teacher Level 2	Manager Education – Level 1 (Head of Department)	Manager Education – Level 2 (Director)
	<p>Under general direction a Teacher level 1 will perform a range of educational and professional duties.</p> <p><i>Note:</i> Employees working under general direction normally perform a range of operational and administrative tasks and will receive instruction from management on what tasks are to be completed and/or how the tasks will be performed.</p>	<p>Under general direction a Teacher Level 2, through quality leadership in, and management of education and related activities will contribute to the achievement of departmental goals.</p> <p><i>Note:</i> Employees working under general direction normally perform a range of operational and administrative tasks and will receive instruction from management on what tasks are to be completed and/or how the tasks will be performed.</p>	<p>Under limited direction the Manager Education – Level 1, through high quality leadership and management is responsible for the achievement of departmental goals and will contribute to the strategic goals of the collage/division and Institute.</p> <p><i>Note:</i> Managers working under limited direction will normally be given a clear statement of objectives and will require little guidance during the performance of the work. Managers will be accountable for achieving department goals.</p>	<p>Under broad direction the Manager Education – Level 2, will through partnership and excellence in leadership be responsible for the achievement of college/division strategic goals and contribute to the strategic goals of the Institute.</p> <p><i>Note:</i> Managers working under broad direction will normally be given a statement of overall results which must be accomplished.</p>

			Teacher Level 1	Teacher Level 2	Manager Education – Level 1 (Head of Department)	Manager Education – Level 2 (Director)
Capability Domain (Characteristics)	Teamwork & Communication	1	Builds effective relationships through the use of appropriate communication.	Maintains positive relationships through the use of appropriate communication and possesses the ability to adapt communication to suit a range of audiences.	Promotes positive relationships through the use of appropriate communication and possesses the ability to communicate persuasively to a range of audiences.	Demonstrates and provides leadership in sustaining and nurturing collaborative relationships.
	Leadership	2	Reflects on own abilities and behaviour and assists others.	Demonstrates self-awareness and acts as a positive role model.	Fosters collaborative approaches, leads by example and motivates employees.	Champions the organisation's vision and strategic direction and promotes positive morale amongst employees.
	Ethics	3	Demonstrates ethical behaviour.	Supports colleagues in ethical decision-making.	Makes ethical decisions that inspires trust, confidence and demonstrates organisational values.	Makes ethical decisions that inspires trust, confidence and demonstrates organisational values.
	Diversity	4	Values and practices diversity.	Practices and encourages diversity.	Practices and promotes diversity.	Creates an environment that values and utilises the contributions of others.
	Innovation	5	Contributes to ideas and improvement in work practices.	Generates new and creative ways of working.	Encourages the generation and sharing of new approaches and advocates for change.	Inspires and champions innovative ideas in the workplace.
	Judgement & Analysis	6	Acts with good judgement, expertise and knowledge.	Makes decisions using good judgement, expertise and knowledge.	Makes decisions based on professional judgement and risk-evaluation.	Undertake complex analysis and interpretation and apply significant judgement in choosing a course of action.

		Teacher Level 1	Teacher Level 2	Manager Education – Level 1	Manager Education – Level 2	
				(Head of Department)	(Director)	
Function	Students & Education	1	Maintain and support student progression and provide a quality student experience.	Provide leadership and guidance to support student progression and provide a quality student experience.		
		2	Development and delivery of education, training and assessment processes to meet the specific needs of a diverse range of students, using a range of methodologies.	Develop and deliver education, training and assessment processes to meet the specific needs of a diverse range of students, using a range of methodologies.	Develop and deliver education, training and assessment processes to meet the specific needs of a diverse range of students, using a range of methodologies.	
		3	Commitment to innovation in teaching delivery and assessment.	Provide Leadership and innovation in teaching delivery and assessment.	Provide and promote leadership and innovation in teaching delivery and assessment.	Promote leadership and innovation in teaching delivery and assessment.
		4	Maintenance of accurate student records in accordance with legislation and established policies and procedures.	Maintain accurate student records in accordance with legislation and established policies and procedures.	Ensure maintenance of accurate records of student progress in accordance with legislation and established policies and procedures.	Responsibility for compliance with legislation and policies and procedures relating to student records.
		5	Provide educational guidance to students within the area of professional expertise.	Provide high level educational guidance to students, including the management or referral of student issues relating to education.	Manage or refer student issues relating to education.	Manage student issues relating to education.
		6	Continually review curricula and educational resource material for new and existing programs, and ensure compliance with educational standards.	Continually review curricula and educational resource material for new and existing programs, and ensure compliance with educational standards.	Manage the review and the implementation of curricula and educational resource material for new and existing programs, and ensure compliance with educational standards.	Ensure compliance with educational standards.


			Teacher Level 1	Teacher Level 2	Manager Education – Level 1 (Head of Department)	Manager Education – Level 2 (Director)
Function	Industry	7	Maintain currency and knowledge in field of expertise including relevant professional accreditations, registrations and/or licensing.	Maintain currency and knowledge in field of expertise including relevant professional accreditations, registrations and/or licensing.	Maintain currency and knowledge of industry training requirements.	
		8	Maintain working relationships with industry and key stakeholders.	Develop and maintain working relationships with industry and key stakeholders.	Foster positive relationships with industry and key stakeholders, including the representation and promotion of CIT.	Foster positive relationships with industry and key stakeholders, including the representation and promotion of CIT.
		9			Develop and manage entrepreneurial solutions, including commercial activity.	Develop entrepreneurial solutions by working with external organisations.
	Profession	10	Participation in learning and development activities of relevance to CIT.	Participation in learning and development activities of relevance to CIT.	Commitment to learning and development activities of relevance to CIT.	Commitment to learning and development activities of relevance to CIT.
		11	Working knowledge of the VET sector.	A thorough knowledge of the VET sector and an awareness of trends and best practice.	High level knowledge of the VET sector and an understanding of the operational environment.	Extensive knowledge and understanding of the VET sector and of the wider operational environment.
		12	Develop comprehensive and critical knowledge of current practices in vocational and adult education.	Maintain comprehensive and critical knowledge of current practices in vocational and adult education.	Apply comprehensive and critical knowledge of current practices in vocational and adult education.	Promote contemporary vocational and adult education practices.
	Leadership	13	Participate in the development of business plans.	Assist in the development of business plans.	Contribute to the development of business plans, strategies and priorities. Responsible for the development of department plans	Provide strategic direction, including the development of business plans, strategies and priorities.


		Teacher Level 1	Teacher Level 2	Manager Education – Level 1 (Head of Department)	Manager Education – Level 2 (Director)	
Function	Leadership	14	Participate in collaborative activities across departments, college/divisions or CIT.	Coordinate collaborative activities across departments, college/divisions or CIT.	Build and manage cohesive teams and lead the development of collaborative activities across departments, college/divisions or CIT.	Oversee effective and productive teams and identify opportunities for collaboration and support implementation across departments, college/divisions or CIT.
		15	Maintain quality, efficiency and effectiveness of program and project delivery.	Provide expert advice on the quality, efficiency and effectiveness of program and project delivery.	Review and evaluate programs and projects to ensure quality, efficiency and effectiveness.	Oversee the quality, efficiency and effectiveness of program and project delivery.
		16		Assist in the management and guidance of staff through performance feedback, coaching, mentoring, conflict resolution, and encouraging learning and development.	Manage and guide staff through performance feedback, coaching, mentoring, conflict resolution, and encouraging learning and development.	Oversee the management and guidance of staff.
		17		Assist with the management of resources and finances within approved policies and guidelines.	Manage resources and finances within approved policies and guidelines.	Exercise autonomy and initiative in management and allocation of college/division resources and finances.
		18				Participate in the corporate management of CIT and the planning and development of service provision.

			Teacher Level 1	Teacher Level 2	Manager Education – Level 1	Manager Education – Level 2
					(Head of Department)	(Director)
Function	Culture	19	Apply the ACT Public Service Respect, Equity and Diversity (RED) framework.	Apply and model the Respect, Equity and Diversity (RED) framework.	Apply and promote the Respect, Equity and Diversity (RED) framework.	Apply and oversee the application of the Respect, Equity and Diversity (RED) framework.
		20	Model the ACT Public Service Values and Signature Behaviours.	Model the ACT Public Service Values and Signature Behaviours.	Model the ACT Public Service Values and Signature Behaviours.	Model the ACT Public Service Values and Signature Behaviours.
		21	Comply with Work Health and Safety (WHS) legislation, principles and practices.	Comply with Work Health and Safety (WHS) legislation, principles and practices.	Ensure compliance with Work Health and Safety (WHS) legislation, principles and practices.	Oversee compliance with Work Health and Safety (WHS) legislation, principles and practices in the workplace.
	Other	22	Apply legislation, policies and procedures relevant to CIT.	Apply legislation, policies and procedures relevant to CIT.	Ensure compliance with legislation, policies and procedures relevant to CIT.	Oversee compliance with legislation, policies and procedures relevant to CIT.
		23	Perform other duties relevant to workplace as required.	Perform other duties relevant to workplace as required.	Perform other duties relevant to workplace as required.	

SIGNATORY PAGE

**ACT Public Sector Canberra Institute of Technology (Teaching Staff)
Enterprise Agreement 2021-2022**

Employer	
Signature	
Name	Leanne Cover
Address	37 Constitution Avenue, REID ACT 2612
Authority to sign the Agreement	Signatory holds the office of Chief Executive

Representative of Employees	
Signature	
Name	Patrick Judge
Address	40 Brisbane Avenue, BARTON ACT 2600
Authority to sign the Agreement	Signatory holds the office of Branch Secretary, Australian Education Union – ACT Branch