



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Australian Capital Territory T/A Education Directorate
(AG2019/2648)

ACT PUBLIC SECTOR EDUCATION DIRECTORATE (TEACHING STAFF) ENTERPRISE AGREEMENT 2018-2022

Educational services

COMMISSIONER HARPER-GREENWELL

MELBOURNE, 15 AUGUST 2019

Application for approval of the ACT Public Sector Education Directorate (Teaching Staff) Enterprise Agreement 2018-2022.

[1] An application has been made for approval of an enterprise agreement known as the *ACT Public Sector Education Directorate (Teaching Staff) Enterprise Agreement 2018-2022* (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 T/A Education Directorate. The Agreement is a single enterprise agreement.

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 as are relevant to this application for approval have been met. The Agreement does not cover all of the employees of the employer, however, taking into account the factors in Section 186(3) and (3A) I am satisfied that the group of employees was fairly chosen.

[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 was approved on 15 August 2019 and, in accordance with s.54, will operate from 22 August 2019. The nominal expiry date of the Agreement is 30 September 2022.



COMMISSIONER

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ACT
Government

**ACT PUBLIC SECTOR
EDUCATION DIRECTORATE
(TEACHING STAFF)
ENTERPRISE AGREEMENT
2018 – 2022**

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TABLE OF CONTENTS

PART 1: ACTPS COMMON TERMS AND CONDITIONS.....	12
Section A Scope of Agreement	12
A1 - TITLE	12
A2 - MAIN PURPOSE	12
A3 - APPLICATION AND COVERAGE.....	14
A4 - COMMENCEMENT AND DURATION	14
A5 - OPERATION OF THE AGREEMENT	15
A6 - AUTHORITY OF THE HEAD OF SERVICE (AND PUBLIC SECTOR EMPLOYERS WITH HEAD OF SERVICE POWERS)	15
A7 - AUTHORITY OF THE PUBLIC SECTOR STANDARDS COMMISSIONER	15
A8 - FLEXIBILITY TERM	16
A9 - WORK ORGANISATION	17
A10 - TERMINATION OF AGREEMENT	17
Section B Working in the ACT Public Sector.....	17
B1 - TYPES OF EMPLOYMENT	17
B2 - REVIEW OF EMPLOYMENT STATUS	18
B3 - PROBATION	18
B4 - JOINT SELECTION COMMITTEES	18
B5 - HOURS OF WORK FOR NON-SHIFT WORKERS	18
B6 - HOURS OF WORK FOR SHIFT WORKERS	19
B7 - FLEXTIME	19
B8 - ACCRUED DAYS OFF (ADOS).....	19
B9 - CASUAL EMPLOYMENT ARRANGEMENTS	19
B10 - RECORD KEEPING	19
B11 - OUTSOURCING AND USE OF CONTRACTORS	19
B12 - TASKFORCE ON INSECURE WORK AND OUTSOURCING	20

B13 - NOTICE OF TERMINATION.....20

Section C Rates of Pay and Allowances 20

C1 - PART-TIME EMPLOYMENT 20

C2 - PAY INCREASES 21

C3 - METHOD OF PAYMENT 21

C4 - PAYROLL DEDUCTION FOR UNION FEES 21

C5 - PAY POINTS AND INCREMENTS 21

C6 - ENTRY LEVEL PROGRAMS..... 22

C7 - HIGHER DUTIES ALLOWANCE 22

C8 - PAYMENT FOR SHIFT WORKERS 22

C9 - OVERTIME..... 22

C10 - REST RELIEF AFTER OVERTIME 22

C11 - PAYMENT FOR PUBLIC HOLIDAY DUTY 22

C12 - DAYLIGHT SAVING ARRANGEMENTS..... 22

C13 - ON-CALL ALLOWANCE 22

C14 - CLOSE CALL ALLOWANCE 22

C15 - REST RELIEF FOR ON-CALL OR CLOSE CALL SITUATIONS 22

C16 - EMERGENCY DUTY 22

C17 - OTHER ALLOWANCES 22

C18 - REIMBURSEMENT OF REASONABLE RELOCATION EXPENSES..... 23

Section D Pay Related Matters 24

D1 - SALARY SACRIFICE ARRANGEMENTS..... 24

D2 - ATTRACTION AND RETENTION INCENTIVES 24

D3 - CLASSIFICATION/WORK VALUE REVIEW 24

D4 - SUPPORTED WAGE SYSTEM..... 24

D5 - OVERPAYMENTS..... 24

D6 - UNDERPAYMENTS 26

D7 - SUPERANNUATION 26

D8 - PAYMENT ON DEATH..... 27

Section E Flexible Working Arrangements and Employee Support 27

E1 - WORK AND LIFE BALANCE	27
E2 - REQUEST FOR FLEXIBLE WORKING ARRANGEMENTS	27
E3 - MANAGEMENT OF EXCESSIVE HOURS.....	29
E4 - REGULAR PART-TIME EMPLOYMENT.....	29
E5 - JOB SHARING	30
E6 - PART TIME EMPLOYMENT FOLLOWING BIRTH LEAVE, PRIMARY CAREGIVER LEAVE, ADOPTION OR PERMANENT CARE LEAVE OR PARENTAL LEAVE.....	30
E7 - HOME BASED WORK	30
E8 - EMPLOYEE ASSISTANCE PROGRAM.....	31
E9 - SCHEDULING OF MEETINGS.....	31
E10 - VACATION CHILDCARE SUBSIDY	31
E11 - FAMILY CARE COSTS.....	31
E12 - NURSING EMPLOYEES	31
E13 - TRANSFER OF MEDICALLY UNFIT STAFF.....	31
E14 - TRANSFER TO A SAFE JOB DURING PREGNANCY	31
Section F Leave	32
F1 - PART TIME EMPLOYEES.....	32
F2 - LEAVE BELOW ONE DAY	32
F3 - NON-APPROVAL OF LEAVE	32
F4 - PERSONAL LEAVE	32
F5 - PERSONAL LEAVE IN EXTRAORDINARY AND UNFORESEEN CIRCUMSTANCES.....	36
F6 - INFECTIOUS DISEASE CIRCUMSTANCES	37
F7 - ANNUAL LEAVE	37
F8 - ANNUAL LEAVE LOADING	39
F9 - PURCHASED LEAVE.....	39
F10 - PUBLIC HOLIDAYS.....	40
F11 - CHRISTMAS SHUTDOWN	41
F12 - COMPASSIONATE LEAVE	42
F13 - COMMUNITY SERVICE LEAVE	43
F14 - BIRTH LEAVE.....	46

F15 - SPECIAL BIRTH LEAVE	48
F16 - PRIMARY CARE GIVER LEAVE.....	49
F17 - PARENTAL LEAVE.....	51
F18 - BONDING LEAVE.....	52
F19 - GRANDPARENTAL LEAVE.....	54
F20 - ADOPTION OR PERMANENT CARE LEAVE	56
F21 - FOSTER AND SHORT TERM CARE LEAVE	58
F22 - CONCURRENCY CARE ENTITLEMENT TO ADOPTION OF PERMANENT CARE LEAVE	59
F23 - LEAVE FOR FAMILY VIOLENCE PURPOSES	59
F24 - RECOVERY LEAVE ARRANGEMENTS FOR SENIOR OFFICER GRADE A AND B AND EQUIVALENT EMPLOYEES	61
F25 - OTHER LEAVE	61
F26 - LONG SERVICE LEAVE	62
Section G Communication and Consultation.....	64
G1 - CONSULTATION	64
G2 - FREEDOM OF ASSOCIATION.....	66
G3 - RIGHT OF EXISTING AND NEW EMPLOYEES TO REPRESENTATION IN THE WORKPLACE.....	66
G4 - CO-OPERATION AND FACILITIES FOR UNIONS AND OTHER EMPLOYEE REPRESENTATIVES	67
G5 - ATTENDANCE AT INDUSTRIAL RELATIONS COURSES AND SEMINARS	68
G6 - DISPUTE AVOIDANCE/SETTLEMENT PROCEDURES.....	69
G7 - PRIVATISATION	70
Section H Workplace Values and Behaviours.....	70
H1 - INTRODUCTION	70
H2 - PRELIMINARY ASSESSMENT.....	71
H3 - COUNSELLING	72
H4 - UNDERPERFORMANCE	72
H5 - APPEAL RIGHTS.....	74
H6 - MISCONDUCT & DISCIPLINE.....	74
H7 - DEALING WITH ALLEGATIONS OF MISCONDUCT	75
H8 - SUSPENSION, REASSIGNMENT OR TRANSFER	76
H9 - INVESTIGATIONS	77

H10 - FINDINGS OF MISCONDUCT	78
H11 - DISCIPLINARY ACTION AND SANCTIONS	78
H12 - CRIMINAL CHARGES.....	80
H13 - RIGHT OF APPEAL	80
Section I Internal Review Procedures.....	80
I1 - OBJECTIVES AND APPLICATION	80
I2 - DECISIONS AND ACTIONS EXCLUDED	81
I3 - INITIATING A REVIEW	81
I4 - REVIEW PROCESS.....	82
I5 - RIGHT OF EXTERNAL REVIEW	84
Section J Appeal Mechanism for misconduct, underperformance and other matters	
84	
J1 - OBJECTIVE AND APPLICATION	84
J2 - INITIATING AN APPEAL	85
J3 - COMPOSITION OF THE APPEAL PANEL.....	85
J4 - POWERS AND ROLE OF THE APPEAL PANEL	86
J5 - COSTS	87
J6 - RIGHT OF EXTERNAL REVIEW	87
Section K Appeal and Process Reviews of certain recruitment decisions	87
K1 - APPLICATION	87
K2 - APPEALS ABOUT PROMOTIONS AND TEMPORARY TRANSFER TO HIGHER OFFICE	87
K3 - PROCESS REVIEW	88
Section L Redeployment and Redundancy	89
L1 - DEFINITIONS.....	89
L2 - APPLICATION.....	90
L3 - CONSULTATION.....	90
L4 - NOTIFICATION	91
L5 - REDEPLOYMENT	91
L6 - VOLUNTARY REDUNDANCY	92

L7 - RETENTION PERIOD FOR EXCESS OFFICERS.....	93
L8 - REDUCTION IN CLASSIFICATION	93
L9 - INVOLUNTARY RETIREMENT.....	93
L10 - INCOME MAINTENANCE PAYMENT	94
L11 - LEAVE AND EXPENSES TO SEEK EMPLOYMENT	94
L12 - USE OF PERSONAL LEAVE	94
L13 - APPEALS	94
L14 - AGREEMENT NOT TO PREVENT OTHER ACTION.....	95
L15 - RE-ENGAGEMENT OF PREVIOUSLY RETRENCHED OFFICERS.....	95
Section M Fire Related Activities.....	95
M1 - APPLICATION	95
M2 - FIRE TRAINED EMPLOYEES.....	95
M3 - TRAINING	95
M4 - FITNESS STANDARDS	95
M5 - ROSTERING AND DUTY ALLOCATION	96
M6 - DEFINITION OF INCIDENT LEVELS, COMMENCEMENT AND CESSATION	96
M7 - DEFINITIONS FOR FIRE RELATED ACTIVITIES	96
M8 - INCIDENT RATE OF PAY (IROP).....	97
M9 - OTHER PAYMENTS AND BENEFITS	98
PART 2: EDUCATION DIRECTORATE SPECIFIC CONDITIONS.....	99
Section N Teaching as a Profession.....	99
N1 - PROFESSIONAL REGISTRATION	99
N2 - PUBLIC SECTOR CONDUCT	99
N3 - TEACHERS' CODE OF PROFESSIONAL PRACTICE	99
N4 - DEVELOPING CLASSROOM TEACHERS.....	99
N5 - NEW EDUCATOR DEVELOPMENT	99
N6 - HIGHLY ACCOMPLISHED AND LEAD TEACHER (HALT)	100
N7 - ANNUAL PROFESSIONAL LEARNING PROGRAM.....	101
N8 - PROFESSIONAL LEARNING COMMUNITY PROGRAM	103
N9 - PROFESSIONAL LEARNING RECOGNITION PAYMENT	104

Section O	Workplace Health and Safety	104
	O1 - SAFETY IN THE WORKPLACE	104
	O2 - HEALTH AND SAFETY REPRESENTATIVES	105
Section P	Core Role of Teachers	105
	P1 - PROFESSIONAL RESPONSIBILITIES OF TEACHERS.....	105
	P2 - THE SCHOOL YEAR.....	106
	P3 - THE TEACHING YEAR	106
	P4 - CLASS SIZES	106
	P5 - FACE-TO-FACE TEACHING.....	106
	P6 - FACE-TO-FACE TEACHING LOADS	106
	P7 - SCHEDULING OF MEETINGS AND OTHER ACTIVITIES	108
	P8 - SUSTAINABLE MANAGEMENT OF WORKLOAD AND PRACTICE.....	108
	P9 - INFORMATION AND COMMUNICATION TECHNOLOGIES	109
Section Q	Means of Engagement	109
	Q1 - PERMANENT EMPLOYMENT	109
	Q2 - TEMPORARY EMPLOYMENT	110
	Q3 - CASUAL EMPLOYMENT.....	111
	Q4 - PERMIT TO TEACH EMPLOYEES.....	112
	Q5 - ASSOCIATES.....	112
Section R	Workforce Management	113
	R1 - WORKFORCE PLANNING	113
	R2 - PRINCIPAL, SCHOOL LEADER AND TEACHER PLACEMENT.....	113
	R3 - TEACHER AND SCHOOL LEADER TRANSFER	114
	R4 - CLASSROOM TEACHER AND SCHOOL LEADER VACANCIES	115
	R5 - EMPLOYING GRADUATE TEACHERS.....	115
	R6 - JOINT SELECTION COMMITTEES	116
	R7 - REVIEW	116
Section S	School Leadership.....	116
	S1 - SCHOOL LEADERSHIP.....	116

S2 - PROFESSIONAL LEARNING.....	116
S3 - CAREER DEVELOPMENT FOR SCHOOL LEADER C.....	116
S4 - PRINCIPAL HEALTH AND WELLBEING.....	117
Section T Office Based Teacher Conditions	117
T1 - HOURS OF DUTY.....	117
T2 - SCHEDULING OF MEETINGS.....	117
T3 - PERSONAL AND CAREER DEVELOPMENT	117
T4 - FLEXTIME	118
T5 - RECOVERY LEAVE ARRANGEMENTS FOR SLAS AND SLBS.....	119
T6 - GRADUATED RETURN TO WORK	120
T7 - ANNUAL LEAVE AND STAND DOWN ON COMMENCEMENT	120
T8 - STAND DOWN AND ACCRUED ANNUAL LEAVE.....	120
T9 - VACATION CHILD CARE SUBSIDY	120
Section U School Psychologists	121
U1 - QUALIFICATIONS	121
U2 - PROFESSIONAL SERVICE AND RESPONSIBILITIES.....	121
U3 - SALARY AND CONDITIONS	122
U4 - MONITORING OF WORKLOAD	122
Section V Recognition of Work and Life Responsibilities	122
V1 - REGULAR PART TIME WORK AND JOB SHARING	122
V2 - REGULAR PART TIME WORK FOR SCHOOL BASED TEACHERS AND SCHOOL LEADERS	122
V3 - JOB SHARING	123
V4 - PARENTAL LEAVE	123
V5 - HOME BASED WORK	124
V6 - PURCHASED LEAVE FOR SCHOOL BASED TEACHERS.....	125
V7 - PURCHASED LEAVE FOR OFFICE BASED TEACHERS.....	127
Section W Other Matters	130
W1 - AEU SUB BRANCH FUNCTIONS.....	130
W2 - DESIGNATED ANNUAL LEAVE FOR SCHOOL BASED TEACHERS AND PRINCIPALS.....	130

W3 - RECALL TO DUTY DURING ANNUAL LEAVE.....	131
W4 - ANNUAL LEAVE LOADING	131
W5 - RECORDING OF DAILY ATTENDANCE.....	132
W6 - MANAGING EMPLOYEE ABSENCES	132
W7 - STAND DOWN	132
W8 - CHRISTMAS SHUTDOWN	133
W9 - ASSESSMENT, MODERATION AND CERTIFICATION	133
W10 - BIRRIGAI@TIDBINBILLA	133
W11 - PROCEDURES AND GUIDELINES	133
Section X Structural Matters	134
X1 - CLASSIFICATION AND LOCAL DESIGNATIONS	134
X2 - PRINCIPAL CLASSIFICATION STRUCTURE	134
Section Y Allowances and Payments	135
Y1 - PRINCIPAL ALLOWANCE	135
Y2 - TRAVELLING ENTITLEMENT	135
Y3 - PRACTICUM SUPERVISION PAYMENT.....	136
Y4 - HIGHER DUTIES ALLOWANCE	136
DICTIONARY	137
ANNEX A CLASSIFICATIONS AND RATES OF PAY	140
ANNEX B ATTRACTION AND RETENTION INCENTIVES.....	142
ANNEX C EXPENSE, DISABILITY AND SKILL RELATED ALLOWANCES	152
ANNEX D OTHER LEAVE.....	163
SIGNATORY PAGE	177

PART 1: ACTPS COMMON TERMS AND CONDITIONS

Section A Scope of Agreement

A1 - Title

- A1.1 This Agreement, made under section 172 of the *Fair Work Act 2009*, will be known as the ACT Public Sector Education Directorate (Teaching Staff) Enterprise Agreement 2018-2022.

A2 - Main Purpose

- A2.1 The main purpose of this Agreement is to provide for common terms and conditions that apply across the Australian Capital Territory Public Sector (ACTPS) and terms and conditions that reflect the operational and business requirements of particular business units and occupational groups.

Retaining our people

- A2.2 In order to promote permanent employment and job security for employees, the ACTPS will endeavour to minimise the use of temporary and casual employment. The ACTPS agrees to the use of temporary employees only where there is no officer available with the expertise, skills or qualifications required for the duties to be performed or the assistance of a temporary nature is required for the performance of urgent or specialised work within a particular business unit of the ACTPS and it is not practical in the circumstances to use the services of an existing officer.
- A2.3 In respect of casual employment, where regular and systematic patterns of work exist and where persons have a reasonable expectation that such arrangements will continue, consideration should be given to engaging the person on a different basis, including on a permanent or temporary basis.
- A2.4 The ACTPS will continue to consult with the AEU 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 head of service.
- A2.5 These strategies and initiatives may include:
- A2.5.1 developing flexible working arrangements, such as variable employment, part-year employment, job sharing and purchased leave;
 - A2.5.2 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;
 - A2.5.3 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;
 - A2.5.4 arranging training to assist the employee in any changing roles the employee may have as part of the employee's phased retirement;
 - A2.5.5 developing arrangements to facilitate the return of former mature age employees, including by engaging such persons for a short period in a mentoring capacity;
 - A2.5.6 at the discretion of the head of service, contributing to the cost to an employee of financial advice received as part of planning for a phased retirement period.

Attracting future employees

- A2.6 The ACTPS will consult with the AEU through the Directorate Consultative Committee (DCC), or its equivalent for employees covered by this Agreement, 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

- A2.7 The ACTPS will consult and agree with the AEU on the development and finalisation of Learning and Development Plans and on the annual key learning and development priorities. The ACTPS and the AEU will also agree on the equitable use of resources to address these priorities and strategies appropriate for the different categories of employees. For the purposes of this clause, "resources" includes but is not limited to, employees, time, funding (where required) and equipment.
- A2.8 This Agreement supports a performance culture within the ACTPS that promotes ethical workplace conduct and rewards employees for their contribution towards the achievement of the ACTPS's objectives.
- A2.9 It is acknowledged that performance management is important to employee development and to ensuring that the relationship between corporate, team and individual responsibilities is aligned to individual, team and organisational objectives.
- A2.10 Any performance management schemes in the ACTPS will not include performance pay and will not be used for disciplinary purposes.

Recognising our people

- A2.11 The ACTPS is committed to achieving an environment where employees feel valued for the contribution they make to achieving organisational goals. The most effective form of recognition is timely and appropriate feedback. The ACTPS will consult with the AEU on other effective ways of recognising and rewarding the achievement of individuals and work groups.
- A2.12 Any outcomes of this consultation will only be implemented by agreement of the ACTPS and the AEU.

Ensuring fairness

- A2.13 The ACTPS recognises and encourages the contribution that people with diverse backgrounds, experiences and skills can make to the workplace. The ACTPS aims to ensure that this diversity is able to contribute to effective decision making and delivery of client service.
- A2.14 The ACTPS 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

- A2.15 The ACTPS is committed to providing employees with a work/life balance that recognises the family and other personal commitments of employees.
- A2.16 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.
- A2.17 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'.
- A2.18 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.

- A2.19 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

- A2.20 The ACTPS is committed to promoting, achieving and maintaining the highest levels of health and safety for all employees.
- A2.21 The ACTPS will take all reasonable steps and precautions to provide a healthy, safe and secure workplace for the employee. The ACTPS and all employees will act in a manner that is consistent with the *Work Health and Safety Act 2011* (WHS Act).
- A2.22 Further, given the clear evidence of the benefits and cost effectiveness of workplace health initiatives for both employers and employees, the ACTPS 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:
- A2.22.1 organisational/environmental policies and programs;
 - A2.22.2 awareness, training and education programs that promote healthy lifestyles, assist employees to identify and reduce risk factors; and
 - A2.22.3 traditional and non-traditional physical activity programs.

A3 - Application and Coverage

- A3.1 This Agreement applies to and covers:
- A3.1.1 the Head of Service on behalf of the Australian Capital Territory;
 - A3.1.2 persons engaged under *the Public Sector Management Act 1994* (PSM Act) at any time when the Agreement is in operation in one of the classifications in Annex A, except a person engaged as Head of Service under section 31(1) of the PSM Act, persons engaged as directors-general under section 31(2) of the PSM Act, or persons engaged as executives under section 31(2) of the PSM Act.
 - A3.1.3 ACT Territory Authorities and Instrumentalities that engage persons under the PSM Act in classifications listed in Annex A of this Agreement.
- A3.2 Subject to the Fair Work Commission (FWC) noting in its decision to approve this Agreement that it covers this union, this Agreement covers:
- A3.2.1 Australian Education Union (AEU).

A4 - Commencement and Duration

- A4.1 This Agreement will commence operation seven days after it is approved by the FWC.
- A4.2 The nominal expiry date of this Agreement is 30 September 2022.
- A4.3 The Head of Service and the AEU agree to commence bargaining for a new replacement Agreement no later than eight months prior to the nominal expiry date of this Agreement.
- A4.4 Copies of this Agreement will be made available, in paper or electronic form, to all employees covered by the Agreement.

A5 - Operation of the Agreement

- A5.1 This Agreement is comprehensive and provides the terms and conditions of employment of employees covered by this Agreement, other than terms and conditions applying under applicable legislation.
- A5.2 Applicable legislation includes:
- A5.2.1 *Fair Work Act 2009 (Cth) (FW Act);*
 - A5.2.2 *Public Sector Management Act 1994 (ACT) (PSM Act);*
 - A5.2.3 *Public Sector Management Standards (PSM Standards);*
 - A5.2.4 *Financial Management Act 1996 (ACT) (FM Act)*
 - A5.2.5 *Work Health and Safety Act 2011 (ACT) (WHS Act);*
 - A5.2.6 *Holidays Act 1958 (ACT) (Holidays Act);*
 - A5.2.7 *Territory Records Act 2002 (ACT) (TR Act);*
 - A5.2.8 *Safety, Rehabilitation and Compensation Act, 1988 (Cth) (SRC Act); and*
 - A5.2.9 *Superannuation Guarantee (Administration) Act 1992 (SG Act).*
- A5.3 This Agreement constitutes a closed agreement in settlement of all claims for its duration. Therefore, during the life of this Agreement, there will be no further claims that affect the provisions of this Agreement, except where these claims are consistent with the terms of this Agreement. This clause does not limit the rights to vary an agreement under the FW Act.
- A5.4 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.
- A5.5 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.
- A5.1 To the extent of any inconsistency between a provision in one of the schedules to this agreement and sections A to M of this agreement, the provision in the schedule will prevail.

A6 - Authority of the Head of Service (and Public Sector Employers with Head of Service Powers)

- A6.1 The Head of Service may, in writing, delegate any power or function that the Head of Service has under this Agreement to another person or position within the ACTPS, subject to directions, except for this power of delegation and the powers under subclauses J1.2 and K2.1.
- A6.2 This does not limit the power of the Head of Service to authorise a person to act for and on the Head of Service's behalf.
- A6.3 Only Directors General may, in writing, sub-delegate a power or function delegated to them by the Head of Service.
- A6.4 In this Agreement reference to the head of service may be taken to mean delegate where the Head of Service has delegated the particular power or function under subclause A6.1.

A7 - Authority of the Public Sector Standards Commissioner

- A7.1 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.
- A7.2 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.

A7.3 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 H9 - and H10 - of this Agreement.

A8 - Flexibility Term

A8.1 The head of service and an individual employee may agree to vary the application of certain provisions of this Agreement to meet the particular needs of a business unit in the ACTPS and of the individual employee (an individual flexibility arrangement).

A8.2 The provisions of this Agreement that the head of service and an individual employee may agree to vary through an individual flexibility arrangement are:

A8.2.1 vacation childcare subsidy (clause E10);

A8.2.2 family care costs (clause E11); and

A8.2.3 this subclause is not relevant to the Common Terms and Conditions for employees covered by this Agreement.

A8.3 The head of service must ensure that the terms of the individual flexibility arrangement:

A8.3.1 are about matters that would be permitted if the arrangement were an enterprise agreement;

A8.3.2 does not include a term that would be an unlawful term if the arrangement were an enterprise agreement; and

A8.3.3 will result in the employee being better off overall than the employee would have been if no individual flexibility arrangement were agreed to.

A8.4 The head of service must ensure that the individual flexibility arrangement:

A8.4.1 identifies the clause in A8.2 of this Agreement that the head of service and the employee have agreed to vary;

A8.4.2 sets out details of how the arrangement will vary the effect of the clause;

A8.4.3 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

A8.4.4 states the day the arrangement commences.

A8.5 An individual flexibility arrangement made under this clause must be genuinely agreed to by the head of service and the individual employee.

A8.6 Except as provided in paragraph A8.7.2, 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.

A8.7 The head of service must ensure that an individual flexibility arrangement made under this clause must be in writing and signed:

A8.7.1 in all cases - by the employee and the head of service; and

A8.7.2 if the employee is under eighteen – by a parent or guardian of the employee.

A8.8 The head of service must give the employee a copy of an individual flexibility arrangement made under this clause within fourteen days after it is agreed to.

A8.9 The head of service or the employee may terminate the individual flexibility arrangement:

A8.9.1 by giving written notice of no more than twenty eight days to the other party to the arrangement; or

A8.9.2 if the head of service and the employee agree in writing – at any time.

- A8.10 The right to make an individual flexibility arrangement under this clause is in addition to, and is not intended to otherwise affect, the right of the head of service and an individual employee to make an agreement under any other provision of this Agreement.

A9 - Work Organisation

- A9.1 An employee agrees to carry out all lawful and reasonable directions of the head of service according to the requirements of the work and the employee's skill, experience and competence, in accordance with this Agreement, and without deskilling the employee.
- A9.2 An employee will not, unless this is done in the course of the employee's duties or as required by law or by the ACTPS, use or disclose to any person any confidential information about the ACTPS's business that becomes known to the employee during the employee's employment.
- A9.3 The ACTPS will not reveal to any person any medical, financial or personal details of the employee that the ACTPS may have obtained, except with the permission of the employee or where the ACTPS is under a legal obligation to do so.
- A9.4 Subject to subclauses A9.5 to A9.8 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).
- A9.5 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 and Directorate in which the new employee is engaged. The ACTPS will not provide the information to Union(s) until at least twenty-one (21) days after the new employee has commenced employment.
- A9.6 Subclause A9.4 does not apply if the head of service 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 A9.5 being shared with the relevant Union(s).
- A9.7 Each of the Unions referred to in subclause A3.2 who wish to receive the information referred to in subclause A9.5 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 AEU, the ACTPS will compile a schedule and provide it to the Unions (Union Representation Schedule).
- A9.8 The ACTPS will only provide new employee information to the relevant Union(s) under clause A9.4 in accordance with the AEU Representation Schedule and will do so on a monthly basis.

A10 - Termination of Agreement

- A10.1 The ACTPS and the AEU 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 Working in the ACT Public Sector

B1 - Types of Employment

- B1.1 A person will be engaged under the PSM Act in one of the following categories:
- B1.1.1 *permanent* employment as an officer on a full-time or permanent part-time basis, including appointment with or without probation; or

- B1.1.2 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
- B1.1.3 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
- B1.1.4 *casual* temporary employment.

B1.2 Persons engaged on a part-time basis will receive, on a proportionate basis, equivalent pay and conditions to those of full time employees unless specifically stated elsewhere in this Agreement.

B2 - Review of Employment Status

- B2.1 In order to promote permanent employment and job security for employees in the ACTPS, temporary and non-ongoing employees, as well as eligible casual employees who have been engaged on a regular and systematic basis for at least twelve months and who have a reasonable expectation that such arrangements will continue, may, by application in writing to their manager/supervisor, request an examination of their employment status.
- B2.2 Having considered the request the manager/supervisor will respond in writing, giving reasons, within a six week timeframe.
- B2.3 To avoid doubt, decisions stemming from such reviews will be subject to the application of selection and appointment processes applying in the ACTPS. These processes include the application of the merit principle and the application of a probation period on appointment. These processes are also subject to there being no excess officers who would be eligible for redeployment to the office.
- B2.4 A selection process initiated under this clause will be conducted with the use of a joint selection committee in accordance with clause B4 of this Agreement.

B3 - Probation

- B3.1 Details on probation for employees covered by this Agreement are contained in Part 2 clause Q1.

B4 - Joint Selection Committees

- B4.1 Details on joint selection committees for employees covered by this Agreement are contained in Part 2 clause R6.

B5 - Hours of Work for Non-Shift Workers

- B5.1 The provisions of this clause are only for the purpose of calculating salary and leave entitlements.

Non-Shift Workers - Ordinary Hours of Work

- B5.2 The ordinary daily hours are 7 hours and 21 minutes for a full-time employee. The ordinary weekly hours are 36.75 for a full-time employee.
- B5.3 The standard hours are 8.30am to 12.30pm and 1.30pm to 4.51pm, Monday to Friday for a full-time employee.
- B5.4 Further details on hours of work for school based employees are contained in Part 2 clause P1.
- B5.5 Further details on hours of work for office based employees are contained in Part 2 clause T1.

Non-Shift Workers - Span of Hours

- B5.6 This subclause is not relevant to the Common Terms and Conditions for employees covered by this Agreement.

- B5.7 This subclause is not relevant to the Common Terms and Conditions for employees covered by this Agreement.
- B5.8 This subclause is not relevant to the Common Terms and Conditions for employees covered by this Agreement.

Non-Shift Workers - Meal Break

- B5.9 This subclause is not relevant to the Common Terms and Conditions for employees covered by this Agreement.
- B5.10 This subclause is not relevant to the Common Terms and Conditions for employees covered by this Agreement.
- B5.11 This subclause is not relevant to the Common Terms and Conditions for employees covered by this Agreement.
- B5.12 This subclause is not relevant to the Common Terms and Conditions for employees covered by this Agreement.

B6 - Hours of Work for Shift Workers

- B6.1 This clause is not relevant to the Common Terms and Conditions for employees covered in this Agreement.

B7 - Flextime

- B7.1 Details on flextime for office based employees are contained in Part 2 clause T4.

B8 - Accrued Days Off (ADOs)

- B8.1 This clause is not relevant to the Common Terms and Conditions for employees covered in this Agreement.

B9 - Casual Employment Arrangements

- B9.1 Details of casual employment arrangements for employees covered by this Agreement are contained in Part 2 clause Q3.

B10 - Record Keeping

- B10.1 The ACTPS will keep records relating to the employees' work, including records about attendance and pay, in accordance with the requirements of the FW Act, FW Regulations and the TR Act.
- B10.2 Details of recording daily attendance for employees covered by this Agreement are contained in Part 2 clause W5.

B11 - Outsourcing and Use of Contractors

- B11.1 The ACTPS is committed to promoting permanent employment and job security for employees within the ACTPS and accordingly agrees to the provisions in this clause.
- B11.2 The ACTPS is committed to:
- B11.2.1 minimising the use of consultants/contractors and labour-hire across the ACTPS;
 - B11.2.2 minimising the use of sub-contractors and increase the use of direct employment of workers across the ACTPS;
 - B11.2.3 reviewing and assessing outsourced services with the ambition of returning these to direct ACT Government provision where the review demonstrates a beneficial outcome to the community;

B11.2.4 supporting direct employment relationships, but where sub-contractors are operating, that industrial and legal mechanisms to protect their rights, be developed and implemented.

B11.3 Upon request a Joint Council Working Party will be convened to examine permanent employment and job security issues for employees and may make recommendations to the Strategic Board and UnionsACT.

B11.4 To assist in the promotion of permanent employment for employees, the ACTPS will ensure that the employees of any consultants/contractors the ACTPS proposes to engage receive fair and reasonable pay and conditions, having regard to any applicable industrial instruments, including awards and enterprise agreements.

B11.5 Prior to making decisions about matters covered by this clause appropriate consultation will be undertaken with relevant employees and unions in accordance with clause G1 - of this Agreement.

B12 - Taskforce on Insecure Work and Outsourcing

B12.1 The ACTPS is committed to promoting permanent employment and job security for employees within the ACTPS.

B12.2 For the purposes of giving effect to this commitment, which is further outlined in this Agreement, including at subclauses A2.2, A2.3 and clause B10.2, a Joint Union and ACT Government Taskforce into insecure work and outsourcing has been established by the ACT Government. The Taskforce will examine the current use of these practices and propose ways to monitor and minimise the use of insecure work practices.

B12.3 The Taskforce may make recommendations to the Head of Service that a position or group of positions should be converted to permanency where the Taskforce has identified that these roles are ongoing in nature. Where such a recommendation has been made the Head of Service will endeavour to convert existing casual and temporary employees to permanent employment. The Head of Service may appoint the employee(s) currently in the relevant positions without a further merit selection process, if the Head of Service is satisfied that the relevant employee(s) meets the requirements of the position.

B12.4 Where the Taskforce has made a recommendation to the Head of Service that a position or group of positions should be converted to permanency and the Head of Service decides not to appoint the relevant employee(s) in accordance with subclause B12.3, the Head of Service will provide written reasons for their decision.

B13 - Notice of Termination

B13.1 Where an employee's employment is to be terminated at the initiative of the head of service, other than in accordance with subclause H7.7 or Section L, the notice periods set out in the FW Act will apply.

B13.2 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 the ACTPS to the head of service at least two weeks prior to the proposed date of the resignation.

B13.3 The period of notice required in subclause B13.2 may be reduced by agreement in writing between the employee and the head of service.

Section C Rates of Pay and Allowances

C1 - Part-Time Employment

C1.1 Persons engaged on a part-time basis will receive, on a proportionate basis, equivalent pay and conditions to those of full time employees, unless specifically stated elsewhere in this Agreement.

C2 - Pay Increases

- C2.1 Employees will be paid in accordance with the employee's classification and rates of pay set out in Annex A to this Agreement.
- C2.2 Pay increases that will apply to pay rates for all classifications set out in Annex A of this Agreement will be:
- C2.2.1 1.5% from the commencement of the first full pay period on or after 1 October 2018;
 - C2.2.2 3% from the commencement of the first full pay period on or after 1 July 2019;
 - C2.2.3 3% from the commencement of the first full pay period on or after 1 July 2020;
 - C2.2.4 3% from the commencement of the first full pay period on or after 1 July 2021; and
 - C2.2.5 1.5% from the commencement of the first full pay period on or after 1 July 2022.
- C2.3 The increase under subclause C2.2.1 will be paid no later than the second pay day following the commencement of this Agreement and any back pay will be paid as soon as reasonably possible.

C3 - Method of Payment

- C3.1 Employees will be paid fortnightly in arrears and by electronic funds transfer into a financial institution account of the employee's choice.
- C3.2 The ACTPS commits to paying employees their ordinary fortnightly pay and allowances on the appropriate payday. The ACTPS also commits to paying any shift penalties, overtime payments and higher duties allowance as soon as reasonably possible, but not later than within two pay periods of the appropriate authorisation having been received by the relevant corporate area.
- C3.3 The ordinary fortnightly pay will be based on the following formula:
- C3.3.1 $\text{Fortnightly pay} = \text{annual rate of pay} \times 12 / 313$.
- C3.4 A part-time employee will be paid pro-rata based on the employee's agreed ordinary hours.
- C3.5 An employee will, with the approval of the head of service, be advanced the pay due for any period of approved paid annual or long service leave. Advancement of pay will be subject to payroll processing timeframes. The approval of the head of service will not be unreasonably withheld.

C4 - Payroll Deduction for Union Fees

- C4.1 Upon request by the AEU, the ACTPS will facilitate arrangements for payroll deductions for union fees. The ACTPS agrees that it will not impose any limitations or impediments to an employee utilising payroll deductions for union fees that do not apply to other regular payroll deductions, such as health insurance.

C5 - Pay Points and Increments

- C5.1 Details of salary on engagement for employees covered by this Agreement are contained in Part 2 section Q.
- C5.2 Details on incremental salary advancement are contained in the *Guidelines for Incremental Salary Advancement*.
- C5.3 Details of common increment date are contained in the *Guidelines For Maintaining a Common Increment Date*.
- C5.4 Details on classroom teacher incremental progression are contained in the *Teacher Performance and Development Guidelines*.
- C5.5 Details of allowances and payments are contained in Part 2 Section Y.
- C5.6 Details of salaries and allowances are contained in Annex A.

C6 - Entry Level Programs

C6.1 This clause is not relevant to the Common Terms and Conditions for employees covered by this Agreement.

C7 - Higher Duties Allowance

C7.1 Details of higher duties allowance (HDA) for employees covered by this Agreement are contained in Part 2 clause Y4.

C8 - Payment for Shift Workers

C8.1 This clause is not relevant to the Common Terms and Conditions for employees covered by this Agreement.

C9 - Overtime

C9.1 This clause is not relevant to the Common Terms and Conditions for employees covered by this Agreement.

C10 - Rest Relief after Overtime

C10.1 This clause is not relevant to the Common Terms and Conditions for employees covered by this Agreement.

C11 - Payment for Public Holiday Duty

C11.1 This clause is not relevant to the Common Terms and Conditions for employees covered by this Agreement.

C12 - Daylight Saving Arrangements

C12.1 This clause is not relevant to the Common Terms and Conditions for employees covered by this Agreement.

C13 - On-Call Allowance

C13.1 This clause is not relevant to the Common Terms and conditions for employees covered by this Agreement.

C14 - Close Call Allowance

C14.1 This clause is not relevant to the Common Terms and conditions for employees covered by this Agreement.

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

C15.1 This clause is not relevant to the Common Terms and Conditions for employees covered by this Agreement.

C16 - Emergency Duty

C16.1 This clause is not relevant to the Common Terms and Conditions for employees covered by this Agreement.

C17 - Other Allowances

C17.1 The head of service may approve the payment of expense, disability and skill related allowances as provided for in this Agreement at Annex C.

C17.2 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 C2.2, unless the contrary intention is stated for a specific allowance in Annex C.

- C17.3 Despite clause C1 - part-time and casual employees who satisfy the requirements for payment of an expense-related allowance will receive the full amount of allowance or payment prescribed in Annex C.
- C17.4 Part-time and casual employees who satisfy the requirements for payment of a disability or skill related allowance under this Agreement will receive the allowance on a proportional basis.
- C17.5 Allowances payable to casual employees under this Agreement are not subject to any casual loading.
- C17.6 This subclause is not relevant to the Common Terms and Conditions for employees covered by this Agreement.
- C17.7 This subclause is not relevant to the Common Terms and Conditions for employees covered by this Agreement.

Excess travel time

- C17.8 This subclause is not relevant to the Common Terms and Conditions for employees covered by this Agreement.
- C17.9 This subclause is not relevant to the Common Terms and Conditions for employees covered by this Agreement.
- C17.10 This subclause is not relevant to the Common Terms and Conditions for employees covered by this Agreement.
- C17.11 This subclause is not relevant to the Common Terms and Conditions for employees covered by this Agreement.
- C17.12 This subclause is not relevant to the Common Terms and Conditions for employees covered by this Agreement.

Excess fares

- C17.13 This subclause is not relevant to the Common Terms and Conditions for employees covered by this Agreement.

C18 - Reimbursement of Reasonable Relocation Expenses

- C18.1 The purpose of this reimbursement is to provide financial assistance to employees recruited from interstate or overseas who are engaged on a permanent or long term temporary basis.
- C18.2 The head of service may approve a reimbursement payment to a new employee, or employees transferring to or from Jervis Bay, as the head of service 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

- C18.3 In order for a new employee to be reimbursed costs, valid receipts must be provided.
- C18.4 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.
- C18.5 The head of service may approve payment in excess of the approved amount or ceiling in exceptional circumstances.

- C18.6 In the event that the employee terminates their employment with an ACTPS business unit within twenty four months of the date of engagement and does not commence employment with another ACTPS business unit within one month, the employee may be required by the head of service to repay:
- C18.6.1 in the case the employee terminates employment within twelve months from the date of appointment – 100% of the relocation reimbursement; or
- C18.6.2 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.

Section D Pay Related Matters

D1 - Salary Sacrifice Arrangements

- D1.1 Voluntary access to salary sacrifice arrangements will be made available to employees in accordance with ACTPS policies and guidelines.
- D1.2 The employee will meet all costs incurred as a result of the salary sacrifice arrangements under these provisions.
- D1.3 The employee's pay for superannuation purposes and severance and termination payments will be the gross pay that the employee would receive if the employee were not taking part in salary sacrifice arrangements.
- D1.4 Changes to salary sacrifice arrangements, including taxation changes, will not be a cause for further claims against the ACTPS.
- D1.5 The head of service will continue to provide appropriate information to employees concerning salary sacrifice arrangements.

D2 - Attraction and Retention Incentives

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

D3 - Classification/Work Value Review

- D3.1 This clause is not relevant to the Common Terms and Conditions for employees covered by this Agreement.

D4 - Supported Wage System

- D4.1 This clause is not relevant to the Common Terms and Conditions for employees covered by this Agreement.

D5 - Overpayments

- D5.1 An overpayment is any payment in respect of pay, allowance or leave, whether the overpayment is by accident or otherwise, to which the employee is not entitled.
- D5.2 An overpayment is a debt owed to the Territory.
- D5.3 In the event that an employee has received an overpayment, the ACTPS will recover the overpayment in accordance with this clause.

- D5.4 Where the head of service believes that an overpayment has occurred the head of service will work with the employee to establish the:
- D5.4.1 pay period(s) in which the overpayment occurred; and
 - D5.4.2 nature of the overpayment; and
 - D5.4.3 reasons why the overpayment occurred; and
 - D5.4.4 gross and net components of the overpayment.
- D5.5 Once the overpayment has been established in accordance with subclause D5.4 the head of service will provide the details of the overpayment, as per D5.4, to the employee in writing and 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.
- D5.6 Subsequent to the decision of whether to waive the overpayment or not in accordance with subclause D5.5 the head of service will advise the employee in writing, as soon as practicable, of the:
- D5.6.1 decision as to what if any part of the overpayment will be waived;
 - D5.6.2 process for recovery of the overpayment, if any; and
 - D5.6.3 proposed recovery rate, if any.
- D5.7 The head of service and the employee will agree on a reasonable recovery rate having regard for all of the circumstances prior to any recovery being made. Where agreement cannot be reached subclause D5.10 will apply.
- D5.8 Any such agreement in accordance with subclause D5.7 may include recovery of the overpayment by the ACTPS:
- D5.8.1 as a lump sum; or
 - D5.8.2 by payroll deduction from pay.
- D5.9 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, provided that the employee cannot be worse off in terms of their leave entitlements than had they requested payment in lieu of annual leave in accordance with subclause F7.32 or long service leave in accordance with subclause F26.8.2.
- D5.10 Where the head of service and the employee cannot agree about the arrangements for recovery of an overpayment, the overpayment will be recovered in accordance with an arrangement as determined by the head of service under section 246 of the PSM Act.
- D5.10.1 Where recovery occurs in accordance with subclause D5.10 the overpayment will be recovered at the rate of up to 10% of the employee's gross fortnightly pay, or such other rate determined by the head of service having regard for all of the circumstances.
- D5.11 Despite subclauses D5.7 and D5.10, the recovery period will not usually exceed twenty six pay periods.
- D5.12 Where an employee is paid an amount to which he or she is not entitled as a result of an amendment to, or late submission of, a time sheet, evidence, material or other forms, the amount paid (the "discrepancy"):
- D5.12.1 may be deducted in the following pay period, provided it is no greater than 10% of the employee's gross fortnightly pay; and
 - D5.12.2 will not be considered an overpayment for the purposes of this clause D5, provided that the employee is notified accordingly.
- D5.13 Further to subclause D5.12, if more than two payperiods 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 D5 will apply, unless the employee agrees in writing to the adjustment being made.

D5.14 Any outstanding money owing to the ACTPS when an employee ceases employment is to be recovered by deduction from any final entitlements payable to the employee. If a debt still exists further debt recovery action is to be taken unless the head of service:

D5.14.1 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; or

D5.14.2 determines that an overpayment is not recoverable.

D5.15 Where the head of service determines that an overpayment cannot be recovered, the provisions of the relevant directorate's Financial Instructions, relating to the waiver and write off of monies, will apply.

Note: Any disputes about the application of these provisions should be addressed through the Dispute Avoidance/Settlement Procedures outlined at G6 -. Unless the employee agrees, recovery of overpayments will not occur while a dispute is on foot.

D6 - Underpayments

D6.1 Where the head of service agrees that an employee has been underpaid on the employee's ordinary hourly rate of pay, and the employee requests, an offline payment for the amount owing will be made to the employee within three business days of the head of service receiving the request.

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

D7 - Superannuation

D7.1 The head of service will provide employer superannuation contributions in accordance with the relevant legislative requirements.

D7.2 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.

D7.3 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.

D7.4 An employee may choose any approved superannuation fund as long as the fund can accept employer contributions by EFT. If the employee's chosen fund cannot or will not accept additional contributions as outlined in subclause D7.5 and D7.10, then the employee will be advised of their right to change funds, to enable such contributions to be made.

D7.5 The employer contribution will be:

D7.5.1 the Superannuation Guarantee contribution in accordance with the SG Act, (which at the commencement of this Agreement is 9.5%); and

D7.5.2 an additional 1%; and

D7.5.3 a further 1% for employees who make extra employee contributions of 3% or more.

D7.6 The additional contribution in subclause D7.5.2 will increase:

D7.6.1 to 1.25% on 1 October 2018; and

D7.6.2 to 1.50% on 1 July 2019; and

D7.6.3 to 2% on 1 July 2020.

- D7.7 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 D7.5.2 (as increased in accordance with subclause D7.6), but will not affect the "3 for 1" arrangement in subclause D7.5.3.
- D7.8 The salary for superannuation purposes will be calculated on the employee's Ordinary Time Earnings (OTE) within the meaning of the SG Act.
- D7.9 Employer contributions will not be reduced by any other contributions made through salary sacrifice arrangements.
- D7.10 For employees who take paid or unpaid parental leave (which includes birth, parental, grandparental and foster care leave), employer contributions (which will be calculated using the same formula as prescribed in subclause F14.21) will be made for a period equal to a maximum of 52 weeks, in accordance with the rules of the appropriate superannuation scheme.
- D7.11 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.

D8 - Payment on Death

- D8.1 Where an employee dies, or the head of service has directed that an employee will be presumed to have died on a particular date, the head of service 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 F26.11.

Section E Flexible Working Arrangements and Employee Support

E1 - Work and Life Balance

- E1.1 The ACTPS 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 the ACTPS to deliver services to the Canberra community.
- E1.2 The ACTPS 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.

E2 - Request for Flexible Working Arrangements

- E2.1 An employee may apply to the head of service for flexible working arrangements to support their work and life balance. The head of service 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.
- E2.2 Nothing in this clause diminishes any provisions expressed elsewhere in this Agreement, where those entitlements are entitlements in their own right.
- E2.3 An employee may request flexible working arrangements, in accordance with the FW Act, in the following circumstances. The employee:
- E2.3.1 seeks working arrangements to suit their personal circumstances; or
 - E2.3.2 has a parental or other caring responsibility for a child of school age or younger; or

- E2.3.3 has a caring responsibility for an individual with a disability, a terminal or chronic medical condition, mental illness or is frail and aged; or
 - E2.3.4 has a disability; or
 - E2.3.5 is over the age of 55; or
 - E2.3.6 is experiencing family violence; or
 - E2.3.7 is providing personal care, support and assistance to a member of their immediate family or household because they are experiencing family violence.
- E2.4 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:
- E2.4.1 flexible starting and finishing times (including at B7);
 - E2.4.2 ability to take a few hours off work, and make it up later;
 - E2.4.3 home based work on a short or long term basis (E7);
 - E2.4.4 part-time work (E4, E6);
 - E2.4.5 job sharing (E5);
 - E2.4.6 purchased leave (F9);
 - E2.4.7 annual leave (F7);
 - E2.4.8 long service leave (F26);
 - E2.4.9 leave without pay (F25); and
 - E2.4.10 leave not provided for elsewhere (F25).
- E2.5 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.
- E2.6 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.
- E2.7 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.
- E2.8 The head of service may only deny an employee's request for flexible working arrangements or a variation to existing flexible working arrangements where there are reasonable business grounds for doing so.
- E2.9 Reasonable business grounds to deny a request are that:
- E2.9.1 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;
 - E2.9.2 there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested by the employee;
 - E2.9.3 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;
 - E2.9.4 it would be a genuine risk to the health and safety of an employee(s); or

E2.9.5 demonstrable exceptional circumstances have arisen that mean the request cannot be approved.

E2.10 Where a request is not approved the head of service will consult with the employee to explore alternative arrangements.

E3 - Management of Excessive Hours

E3.1 The ACTPS 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. This subclause must be read in conjunction with Part 2 clauses T4 and T5.

E3.2 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:

E3.2.1 review of workloads and priorities;

E3.2.2 re-allocation of resources;

E3.2.3 consideration of appropriate arrangements for time off in lieu or other recompense;

E3.2.4 review of staffing levels and/or classifications within the work group.

E3.3 The head of service will consult with DCC's, or equivalent for employees covered by this Agreement, about the development and implementation of appropriate strategies to deal with issues associated with both paid and unpaid overtime.

E4 - Regular Part-Time Employment

E4.1 A person may be employed in any classification as a part-time officer for an agreed number of regular hours that is less than the ordinary weekly hours specified in this Agreement for that relevant classification over a four week period.

E4.2 Proposals to reduce hours below full-time employment may be initiated by the head of service for operational reasons.

E4.3 The head of service will obtain the written agreement of a full-time officer before the officer converts to part-time.

E4.4 No pressure will be exerted on full-time officers to convert to part-time employment or to transfer to another position to make way for part-time employment.

E4.5 The agreed period, pattern of hours and days and commencement and cessation times for part-time work will be agreed between the officer and the officer's manager/supervisor and recorded in writing.

Note: An employee who wishes to work part-time may apply for a flexible working arrangement in accordance with subclause E2.1.

Variation to Part-Time Hours

E4.6 Proposals to vary a part-time employment arrangement may be initiated by the head of service for operational reasons or by an officer for personal reasons.

E4.7 Where an officer initiates a proposal the head of service will have regard to the personal reasons put by the officer in support of the proposal and to their business unit's operational requirements.

- E4.8 The head of service will obtain the written agreement of the officer before the officer's hours are varied.
- E4.9 No pressure will be exerted on an officer to vary the officer's hours of employment or to transfer to another position to make way for part-time employment.
- E4.10 The agreed period, pattern of hours and days and commencement and cessation times for part-time work will be agreed between the officer and the officer's manager/supervisor and recorded in writing.

E5 - Job Sharing

- E5.1 In this clause employee refers to employees other than casual employees.
- E5.2 Job sharing arrangements may be introduced by agreement between the head of service and the employees 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.
- E5.3 An employee must request in writing permission to work in a job sharing arrangement. The head of service will agree to reasonable requests for regular job sharing arrangements, subject to operational requirements.
- E5.4 The pattern of hours for the job sharing arrangement will be agreed between the employee and the head of service. However, any single attendance at the office based worksite will be for no less than three consecutive hours.
- E5.5 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.
- E5.6 In the event that either employee ceases to participate in the job sharing arrangement, the arrangement will terminate.

E6 - Part Time Employment Following Birth Leave, Primary Caregiver Leave, Adoption or Permanent Care Leave or Parental Leave

- E6.1 Subject to this clause, the head of service will approve an application by an officer employed on a full-time basis who returns to work after accessing birth leave, primary caregiver leave, adoption or permanent care leave or parental leave, to work on a part-time basis up until the date which is three years from the birth or adoption of a child or the granting of parental responsibility of a foster child.
- E6.2 If the head of service deems that an application by an officer 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 officer so agrees.
- E6.3 The maximum aggregate period of part-time employment that may be approved for an officer under subclause E6.1 is seven years.
- E6.4 Either the officer who accesses primary care giver leave under clause F16 -, or adoption and permanent care leave under clause F20 -, or the employee who is entitled to or accesses birth leave under clause F14 - will be entitled to access part-time employment as provided in subclause E6.1.
- E6.5 The agreed period, pattern of hours and days and commencement and cessation times for part-time work will be agreed between the officer and the officer's manager/supervisor and recorded in writing.

E7 - Home Based Work

- E7.1 Details of home based work for employees covered by this Agreement are contained in Part 2 clause V5.

E8 - Employee Assistance Program

- E8.1 As a benefit to employees, the ACTPS will provide employees and employees' immediate families with access to an independent, confidential and professional counselling service at no cost to the employee.

E9 - Scheduling of Meetings

- E9.1 To assist employees to meet their personal responsibilities, where possible, all meetings in the ACTPS are to be scheduled at times that take into account those responsibilities. This clause must be read in conjunction with Part 2 clause P7.

E10 - Vacation Childcare Subsidy

- E10.1 Details of vacation childcare subsidy for office based employees are contained in Part 2 clause T9.

E11 - Family Care Costs

- E11.1 Where an employee is directed to work outside the employee's regular pattern of work, the head of service will authorise reimbursement to the employee by receipt for some or all of the costs of additional family care arrangements.

E12 - Nursing Employees

- E12.1 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.
- E12.2 Where practicable the Directorate will establish and maintain a room for nursing employees. Where there is no room available another appropriate space may be used.
- E12.3 Up to one hour, per day/shift, paid lactation breaks that are non-cumulative will be available for nursing employees.

E13 - Transfer of Medically Unfit Staff

- E13.1 This clause does not apply to casual employees.
- E13.2 A medically unfit employee is an employee who is considered by the head of service, in accordance with paragraph (a), sub-section 115 of the PSM Act, to be an employee who is unable to perform duties appropriate to the employee's classification because of physical or mental incapacity.
- E13.3 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 officer within the same classification stream e.g. a SLB transfer to a SLA.
- E13.4 An employee will not be redeployed in accordance with subclause E13.3 unless there is no suitable vacant position at the employee's substantive classification within their Directorate.

E14 - Transfer to a Safe Job during Pregnancy

Purpose

- E14.1 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

- E14.2 In accordance with the National Employment Standards of the FW Act (NES), this clause applies to pregnant employees when they:
- E14.2.1 have given notice that they will be applying for birth leave; and
 - E14.2.2 provide evidence from a registered health professional or registered medical professional to the head of service 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.
- E14.3 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

- E14.4 If the head of service 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.
- E14.5 If the head of service 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.
- E14.6 The employee's entitlements under this clause cease when the employee's pregnancy ends before the end of the stated period.

Section F Leave

F1 - Part Time Employees

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

F2 - Leave Below One Day

- F2.1 Employees with access to flextime (or TOIL) will use flextime (or TOIL) for all absences of less than one day wherever practicable; however personal leave may still be accessed for these absences.

F3 - Non-approval of Leave

- F3.1 Where a request is not approved the head of service will, if so requested in writing by the employee, provide the reasons for that decision to the employee in writing. Where a request is not approved the head of service will consult with the employee to determine mutually convenient alternative arrangements.

F4 - Personal Leave

Purpose

- F4.1 Personal leave is available to employees to enable them to be absent from duty:
- F4.1.1 because the employee is unfit for work because of a personal illness, or personal injury;

F4.1.2 to provide care or support to a member of the employee's immediate family, or a member of the employee's household:

F4.1.2 (a) who is ill or injured; or

F4.1.2 (b) who is affected by an unexpected emergency; or

F4.1.3 in extraordinary and unforeseen circumstances in accordance with clause F5.

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

Eligibility

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

Entitlement

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

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

F4.6 On engagement under the PSM Act, employees 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 F4.9. Where the employee's personal leave prior to engagement with the ACTPS 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.

F4.7 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.

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

F4.9 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.

F4.10 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.

F4.11 A part-time officer or part-time temporary employee will accrue personal leave calculated on a pro-rata basis.

Short-term Temporary Employees

F4.12 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.

F4.13 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 F4.9.

F4.14 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 F4.4. For subsequent accruals that short-term temporary employee will receive personal leave on the same basis as an officer on the anniversary of the commencement of their employment.

When Personal Leave Credits Have Been Exhausted

F4.15 Where personal leave credits have been exhausted, the head of service 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 or support 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 F4.44.

F4.16 Despite subclause F4.15, the head of service may allow an officer, when the officer provides documentary evidence that the officer 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.

F4.17 Temporary employees may be granted up to an aggregate of twenty days without pay in the first twelve months.

F4.18 The head of service may, when a personal illness or injury poses a serious threat to the employee's life, grant an officer an additional period of paid personal leave for personal illness or injury. This leave may be at either full or half pay. Such leave will not be granted if the absence is due to a condition for which the officer is receiving compensation under the *Safety, Rehabilitation and Compensation Act 1988*.

Other Provisions

F4.19 An employee in receipt of workers compensation for more than forty-five weeks will accrue personal leave on the basis of hours actually worked.

F4.20 Unused personal leave credit will not be paid out on cessation of employment.

Evidence and Conditions

F4.21 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.

F4.22 The head of service may grant personal leave if they are satisfied there is sufficient cause, having considered any requested or required documentary evidence.

F4.23 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.

F4.24 The head of service will accept the following documentary evidence as proof of personal illness or injury or the need to care for or support a member of the employee's immediate family or household who is ill or injured or who is affected by an unexpected emergency:

F4.24.1 a certificate from a registered medical practitioner or registered health professional who is operating within their scope of practice; or

F4.24.2 a statutory declaration made by the employee if it is not reasonably practicable for the employee to give the head of service a certificate.

F4.25 Unless otherwise approved by the head of service, 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.

- F4.26 Notwithstanding subclause F4.25 the head of service may, with reasonable cause, request the employee to provide a medical certificate from a registered medical practitioner or registered health professional operating within their scope of practice or a statutory declaration for any absence from duty on personal leave at the time of notification of the absence.
- F4.27 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.
- F4.28 The head of service must not grant personal leave for an absence caused by the misconduct of the employee. The head of service may determine that an absence caused by the misconduct does not count as service for any purpose.
- F4.29 The head of service must approve an application for up to five days of personal leave for the purpose of bonding leave in accordance with subclause F18.4.
- F4.30 The head of service 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:
- F4.30.1 the head of service 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;
 - F4.30.2 the head of service considers that documentary evidence supplied in support of an absence due to personal illness or injury is inadequate; or
 - F4.30.3 the employee has been absent on account of illness for a total of thirteen weeks in any twenty six week period.
- F4.31 The head of service may require the employee to take personal leave after considering the results of a medical examination requested by the head of service.

Rate of Payment

- F4.32 Personal leave will be granted with pay except where it is granted without pay under subclauses F4.15, F4.17 or F4.25.
- F4.33 Subject to the approval of the head of service, an employee may request to use personal leave at half pay for absences of at least one week. Such absences will be deducted from the employee's accrued credits at a rate of 50% of the period of absence.
- F4.34 Any personal leave taken must be deducted from the employee's credit.

Effect on Other Entitlements

- F4.35 Personal leave with pay will count as service for all purposes.
- F4.36 Personal leave without pay, other than provided for at subclause F4.27, will count as service for all purposes.
- F4.37 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:
- F4.37.1 the employee will be paid as a normal public holiday for that day; and
 - F4.37.2 the public holiday will not be deducted from the employee's personal leave credits.
- F4.38 Where the personal leave under subclause F4.37 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.

- F4.39 While personal leave will not be deducted over the Christmas shutdown period, the Christmas shutdown does not break continuity of the period of absence in relation to the maximum period(s) of leave under subclause F4.27.

Interaction with Other Leave Types

- F4.40 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:
- F4.40.1 annual leave; or
 - F4.40.2 purchased leave; or
 - F4.40.3 long service leave; or
 - F4.40.4 unpaid birth leave; or
 - F4.40.5 unpaid parental leave; or
 - F4.40.6 grandparental leave; or
 - F4.40.7 accrued day off; and
- who produces a certificate from a registered medical practitioner 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.
- F4.41 Where an employee is on a form of leave specified in subclauses F4.40 and:
- F4.41.1 the employee is subsequently granted personal leave in accordance with subclause F4.40; and
 - F4.41.2 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.
- F4.42 An employee cannot access paid personal leave while on paid birth leave, or primary care giver's leave, or adoption or permanent care leave, but can apply for personal leave during unpaid birth leave or parental leave.
- F4.43 If the employee has exhausted all paid personal leave, personal leave without pay cannot be substituted for unpaid birth leave.
- F4.44 If an employee exhausts the employee's paid personal leave entitlement and produces documentary evidence, as per subclause F4.24, 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 head of service for approval to take annual leave or long service leave. If approved, this leave will not break the continuity of the 78 weeks under subclause F4.27.

F5 - Personal Leave in Extraordinary and Unforeseen Circumstances

- F5.1 Employees, other than casual employees, are eligible for personal leave in extraordinary and unforeseen circumstances.
- F5.2 Personal leave in extraordinary and unforeseen circumstances, is non-cumulative and if granted is deducted from the employee's personal leave balance.
- F5.3 The head of service may grant a maximum of four days of personal leave, other than for personal illness or the care of 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 four days are in addition to the seven days personal leave without documentary evidence.

- F5.4 While personal leave in extraordinary and unforeseen circumstances does not normally require documentary evidence, the head of service may request reasonable evidence before granting the leave.
- F5.5 Personal leave in extraordinary and unforeseen circumstances will be granted with pay.

F6 - Infectious Disease Circumstances

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

F7 - Annual Leave

Purpose

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

Eligibility

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

Entitlement

- F7.3 An employee may be granted annual leave up to their available credit from the first day of service.
- F7.4 Annual leave is cumulative.
- F7.5 An employee's annual leave credit accrues on a daily basis according to the formula set out below:
- F7.5.1 $(A \times B \times D) / C$ = total hours of leave accrued per day, where:
- F7.5.2 A = number of ordinary hours per week worked; and
- F7.5.3 B = one where the day counts as service or zero where the day does not count as service or is an unauthorised absence;
- F7.5.4 C = number of calendar days in the year; and
- F7.5.5 D = number of weeks of annual leave an employee is entitled to a year.
- F7.6 For the purpose of subclause F7.5 the basic leave entitlement is:
- F7.6.1 in the case of 36.75 hour workers, 147 hours annual leave for each full year worked;
or
- F7.6.2 [This part is not relevant to the Common Terms and Conditions for employees covered by this Agreement.]
- F7.7 This subclause is not relevant to the Common Terms and Conditions for employees covered by this Agreement.
- F7.8 This subclause is not relevant to the Common Terms and Conditions for employees covered by this Agreement.
- F7.9 If an employee moves from one ACTPS directorate to another, annual leave accrued with the first directorate will transfer to the second directorate.
- F7.10 An annual leave credit does not accrue to an employee if the employee is absent from duty on leave for specified defence service, or full-time defence service. If the employee resumes duty after a period of specified defence service, annual leave will accrue from the date the employee resumes duty.

F7.11 Employees will receive payment on separation from the ACTPS of any unused annual leave entitlement.

Evidence and Conditions

F7.12 Employees are encouraged to use their annual leave in the year that it accrues, and to this end should discuss their leave intentions with their manager/supervisor as soon as practicable.

F7.13 An employee must make an application to the head of service to access their annual leave entitlement.

F7.14 Having considered the requirements of this clause the head of service may approve an employee's application to access annual leave.

F7.15 The head of service should approve an employee's application to take annual leave, subject to operational requirements.

F7.16 If the head of service does not approve an employee's application for annual leave because of operational requirements, the head of service will consult with the employee to determine a mutually convenient alternative time (or times) for the employee to take the leave.

F7.17 The head of service must, unless there are exceptional operational circumstances, approve an application for annual leave if it would enable an employee to reduce their annual leave credit below two and a half years worth of accrued annual leave credit. However, in the case of exceptional operational circumstances, the head of service will consult with the employee to determine the time (or times) for the annual leave to be taken that is mutually convenient to both the administrative unit and the employee.

F7.18 If an employee's annual leave is cancelled without reasonable notice, or an employee is recalled to duty from leave, the employee will be entitled to be reimbursed reasonable travel costs and incidental expenses not otherwise recoverable under any insurance or from any other source.

F7.19 If the operations of the ACTPS, or part of the ACTPS, are suspended at Christmas or another holiday period, the head of service may direct an employee to take annual leave at a time that is convenient to the working of the ACTPS, whether or not an application for leave has been made. However, this does not affect any other entitlements to leave under this Agreement.

F7.20 If an employee has 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.

F7.21 If an employee does not agree to a reasonable annual leave usage plan the head of service may direct an employee who has accrued two and a half years worth of 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.

F7.22 An employee who has an annual leave credit in excess of two and a half years' accrued entitlement:

F7.22.1 at the commencement of the Agreement; or

F7.22.2 on joining, or returning to, the ACTPS; or

F7.22.3 on returning to duty from compensation leave,

will have twelve months to reduce the employee's annual leave balance to two and a half years' accrued entitlement or below.

F7.23 An employee may not be directed under subclause F7.21 to take annual leave where the employee has made an application for a period of annual leave equal to or greater than the period specified in subclause F7.21 in the past six months and the application was not approved. The manager/supervisor and the employee may agree to vary an annual leave usage plan.

Rate of Payment

- F7.24 Annual leave will be granted with pay.
- F7.25 Payment for the annual leave will be based on the employee's ordinary hourly rate of pay, including allowances that count for all purposes for the time the leave is taken. If an employee is being paid HDA before going on paid leave and would have continued to receive HDA had they not taken leave then the employee is entitled to payment of HDA during the leave.
- F7.26 The head of service may approve an application in accordance with clause E2 - for annual leave to be taken at half pay with credits to be deducted on the same basis.

Effect on Other Entitlements

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

Interaction with other Leave Entitlements

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

Payment in Lieu of Annual Leave

- F7.32 An employee may request payment in lieu of their annual leave credit subject to the following:
- F7.32.1 the employee providing the head of service with a written election to do so; and
 - F7.32.2 the head of service authorising the election; and
 - F7.32.3 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
 - F7.32.4 the payment in lieu will not result in a reduction in the balance of an employee's remaining annual leave credit below one year's accrued entitlement.
- F7.33 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 payment in lieu will be based on the pay that the employee would have received for a notional period of leave equal to the credit being paid in lieu on the day the application is made.

Further details on annual leave

- F7.34 Further details on annual leave for school based employees are contained in Part 2 clause W2.
- F7.35 Further details on annual leave for office based employees are contained in Part 2 clauses T7 and T8.

F8 - Annual Leave Loading

- F8.1 Details on annual leave loading for classroom teachers and school psychologists are contained in Part 2 clause W4.

F9 - Purchased Leave

Purpose

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

Eligibility

F9.2 Further details on purchased leave for school based employees are contained in Part 2 clause V6.

F9.3 Further details on purchased leave for office based employees are contained in Part 2 clause V7.

F10 - Public Holidays

Eligibility

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

Entitlement

F10.2 Employees are entitled to be absent from duty on a day, or part of a day, that is a public holiday, in accordance with the FW Act.

F10.3 The following days will be observed as public holidays under this Agreement:

F10.3.1 1 January (New Year's day), and, if that day falls on a Saturday or Sunday, the following Monday;

F10.3.2 26 January (Australia Day), or, if that day falls on a Saturday or Sunday, the following Monday;

F10.3.3 the 2nd Monday in March (Canberra Day);

F10.3.4 Good Friday;

F10.3.5 the Saturday following Good Friday;

F10.3.6 Easter Sunday;

F10.3.7 the Monday following Good Friday;

F10.3.8 25 April (Anzac Day), or, if that day falls on a Saturday or Sunday, the following Monday;

F10.3.9 27 May (Reconciliation Day), or, if that day is not a Monday, the following Monday;

F10.3.10 the 2nd Monday in June (the day for the observance of the anniversary of the birthday of the Sovereign);

F10.3.11 the 1st Monday in October (Labour Day);

F10.3.12 25 December (Christmas Day), and

F10.3.12 (a) if that day falls on a Saturday, the following Monday; or

F10.3.12 (b) if that day falls on a Sunday, the following Tuesday;

F10.3.13 26 December (Boxing Day), and

F10.3.13 (a) if that day falls on a Saturday—the following Monday; or

F10.3.13 (b) if that day falls on a Sunday—the following Tuesday;

F10.4 In addition to the public holidays provided for under subclause F10.3, employees are entitled to be absent from duty on :

F10.4.1 the next business day after Boxing Day, or where:

F10.4.1 (a) Boxing Day falls on a Saturday, the following Tuesday; or

F10.4.1 (b) Boxing Day falls on a Sunday, the following Wednesday;

F10.4.2 any other day, or a part of any other day, that the Minister declares to be a public holiday in the ACT under the *Holidays Act 1958* (the Holidays Act); and,

F10.4.3 any other day, or a part of any other day, that the Head of Service declares to be a holiday under the PSM Act.

F10.5 Where a day identified in subclause F10.3 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.

Rate of Payment

F10.6 Subject to subclause F10.7 and F10.8, 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.

F10.7 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.

F10.8 An employee will not be paid for a public holiday which occurs during a period of leave without pay.

F10.9 If a public holiday occurs on the day immediately before or immediately after an employee is on a period of leave without pay the employee is entitled to be paid for the public holiday.

Effect on Other Entitlements

F10.10 Subject to subclause F10.11, public holidays count as service for all purposes.

F10.11 A public holiday will not count as service if it occurs while the employee is on a period of leave not to count as service.

F11 - Christmas Shutdown

Purpose

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

Eligibility

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

Entitlement

F11.3 Subject to Part 2 subclause W2.5, employees are entitled to two days of paid absence during the Christmas shutdown period, which are the business days between 28 December and 31 December inclusive.

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

F11.5 This subclause is not relevant to the Common Terms and Conditions for employees covered by this Agreement.

F11.6 This subclause is not relevant to the Common Terms and Conditions for employees covered by this Agreement.

F11.7 This subclause is not relevant to the Common Terms and Conditions for employees covered by this Agreement.

F11.8 This subclause is not relevant to the Common Terms and Conditions for employees covered by this Agreement.

F11.9 This subclause is not relevant to the Common Terms and Conditions for employees covered by this Agreement.

Rate of Payment

F11.10 Christmas shutdown absence is granted with pay.

Effect on Other Entitlements

F11.11 Christmas shutdown absence counts as service for all purposes.

Further details on Christmas Shutdown

F11.12 Further details on christmas shutdown for employees are contained in Part 2 clause W8.

F12 - Compassionate Leave

Purpose

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

F12.1.1 has a personal illness or injury that poses a serious threat to the person's life; or

F12.1.2 dies.

Eligibility

F12.2 Compassionate leave is available to all employees.

Entitlement

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

F12.4 Compassionate leave is non-cumulative.

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

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

Evidence and Conditions

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

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

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

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

F12.11 If the employee has not provided the evidence requested under subclause F12.9, a decision not to approve the leave may be taken in accordance with subclause F3.1.

Rate of Payment

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

F12.13 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

F12.14 Compassionate leave with pay will count as service for all purposes.

- F12.15 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 Types

- F12.16 If compassionate leave of at least one day is granted while an employee is absent on another type of leave, the other type of leave will be re-credited for the period of the absence on compassionate leave.

F13 - Community Service Leave

Purpose

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

- F13.1.1 jury service (including attendance for jury selection) that is required by or under a law of the Commonwealth, a State or a Territory; or
- F13.1.2 a voluntary emergency management activity; or
- F13.1.3 other recognised voluntary community service activity.

Jury Service

Eligibility

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

Evidence and Conditions

- F13.3 Although the granting of community service leave for jury service is deemed to be approved, an employee must:
- F13.3.1 submit a leave application for the period of the absence; and
 - F13.3.2 provide sufficient documentary evidence of the reason for the absence.
- F13.4 The employee should discuss with their manager/supervisor their intention to be absent on community service leave for jury service.

Rate of Payment

- F13.5 Community service leave for jury service will be granted with pay to employees other than casual employees.
- F13.6 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

- F13.7 Community service leave for jury service will count as service for all purposes.
- F13.8 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

- F13.9 An employee who is a member of a relevant emergency service, including a:
- F13.9.1 State or Territory Emergency Service;
 - F13.9.2 fire-fighting service;

F13.9.3 search and rescue unit; or

F13.9.4 other volunteer service performing similar functions,

is eligible for community service leave for voluntary emergency management.

F13.10 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

F13.11 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.

F13.12 Eligible employees, other than casual employees, are eligible for up to four days paid community service leave for voluntary emergency management per emergency.

F13.13 Community service leave for voluntary emergency management is non-cumulative.

Evidence and Conditions

F13.14 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.

F13.15 An employee must make an application to the head of service to access their community service leave entitlement for voluntary emergency management.

F13.16 The employee must, if requested by the head of service, provide sufficient documentary evidence of the reason for the absence.

F13.17 The head of service may grant paid community service leave for voluntary emergency management to enable the employee to fulfil an obligation in the event of a civil emergency.

F13.18 Having considered the requirements of this clause the head of service may approve an employee's application to access paid community service leave for voluntary emergency management. A decision not to approve the leave will be taken in accordance with subclause F3.1.

Rate of Payment

F13.19 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

F13.20 A period of approved community service leave for voluntary emergency management will count as service for all purposes.

F13.21 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

F13.22 Additional paid leave may be approved by the head of service for any voluntary emergency management duties required to be performed by an employee who is a member of a State or Territory Emergency Service.

Voluntary Community Service

Eligibility

F13.23 Community service leave for voluntary community service is available to all employees.

Entitlement

- F13.24 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.
- F13.25 Community service leave for voluntary community service is non-cumulative.
- F13.26 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

- F13.27 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.
- F13.28 An employee must make an application to the head of service to access their community service leave for voluntary community service entitlement.
- F13.29 The head of service may request sufficient documentary evidence of the reason for the absence.
- F13.30 In considering an application from an employee for paid leave to engage in a voluntary community service activity, the head of service must consider whether:
 - F13.30.1 the activity is a recognised voluntary activity and benefits the local community; and/or
 - F13.30.2 the community organisation or project is an acceptable organisation or project as defined in Whole-of-Government policy or the employee’s Directorate guidelines; and
 - F13.30.3 there is a risk the activity would place the employee in a real or perceived conflict of interest.
- F13.31 Leave for a voluntary community service activity must not be approved for activities which:
 - F13.31.1 involve any payment in cash or kind for the duties performed by the employee; or
 - F13.31.2 replace work ordinarily undertaken by a paid worker; or
 - F13.31.3 are undertaken solely for direct personal benefit of the employee; or
 - F13.31.4 place the employee in a conflict of interest situation; or
 - F13.31.5 are primarily focussed on promoting particular religious or political views; or
 - F13.31.6 involves work which does not have a local community focus.
- F13.32 Having considered the requirements of this clause the head of service may approve an employee’s application to access paid or unpaid community service leave for voluntary community service.
- F13.33 A decision not to approve the leave must be made in accordance with subclause F3.1.

Rate of Payment

- F13.34 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.

Effect on Other Entitlements

- F13.35 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.
- F13.36 Where the head of service has approved a request for unpaid community service leave for voluntary community service exceeding twenty days in a twelve month period, this leave in excess of twenty days will not count as service.
- F13.37 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.

Interaction with Other Leave Entitlements

F13.38 Leave granted under this provision may be taken in combination with approved annual or long service leave.

F14 - Birth Leave

Purpose

F14.1 Birth leave is available to pregnant employees to enable them to be absent from duty to:

F14.1.1 support their own wellbeing and to care for and bond with a new born child; and

F14.1.2 support the protection of the family and children under the *Human Rights Act 2004*; and

F14.1.3 support the employee's right to continuity of service.

Eligibility

F14.2 An employee who is pregnant is eligible to be absent on birth leave.

F14.3 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.

Eligibility – Paid Birth Leave

F14.4 An employee, other than a casual employee, who is eligible for birth leave and who has completed twelve months of continuous service, including recognised prior service, immediately prior to commencing a period of birth leave, is eligible for paid birth leave.

F14.5 An employee, other than a casual employee, who is eligible for birth leave and who completes twelve months of continuous 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.

F14.6 An employee who is eligible for paid 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

F14.7 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.

F14.8 Subject to subclause F14.4, 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.

F14.9 Birth leave is non-cumulative.

F14.10 Subject to subclauses F14.12 and F14.13, 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.

F14.11 An eligible employee's period of birth leave will commence:

F14.11.1 subject to subclause F14.12, six weeks prior to the estimated date of delivery; or

F14.11.2 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

F14.11.3 on the date the pregnancy ends if that occurs within twenty weeks of the estimated date of delivery of the child; or

F14.11.4 for all other eligible employees, on the first day of birth leave.

F14.12 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 head of service.

F14.13 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 head of service.

F14.14 An employee who has given birth to a child may resume duty following the end of the six week period after the birth of the child and earlier than the end of the approved period of birth leave subject to the approval of the head of service.

F14.15 An employee is entitled to return to work in accordance with the provisions in the National Employment Standards of the FW Act.

Evidence and Conditions

F14.16 An employee must give notice to their manager/supervisor as soon as practicable of their intention to be absent on birth leave.

F14.17 Birth leave is deemed to be approved; however an employee must submit an application to the head of service for any period of birth leave. Having considered the requirements of this clause the head of service will approve an employee's application to access birth leave.

F14.18 Prior to commencing birth leave an employee will provide the head of service with evidence of 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.

F14.19 If requested by the head of service, an employee will provide the head of service 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

F14.20 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.

F14.21 Despite subclause F14.20, 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.

F14.22 To avoid doubt, an employee's status and all other entitlements remain unaltered by the operation of subclause F14.21.

F14.23 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.

F14.24 The head of service 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.

- F14.25 A period of paid birth leave does not extend the maximum fifty two week period of birth leave available to an eligible employee.
- F14.26 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

- F14.27 Birth leave with pay will count as service for all purposes.
- F14.28 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.
- F14.29 Subject to subclause F14.28 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.
- F14.30 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

- F14.31 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.
- F14.32 Subject to subclause F4.40, 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)

- F14.33 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.).
- F14.34 The employee will be paid at their ordinary hourly rate of pay for the hours they attend the workplace in accordance with subclause F14.33 during unpaid birth 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 birth leave.
- F14.35 For the purpose of subclause F14.33, a medical certificate is not required.

F15 - Special Birth Leave

Purpose

- F15.1 Special birth leave is available to employees where:
- F15.1.1 the employee is not fit for work due to a pregnancy related illness, or
- F15.1.2 the pregnancy of the employee ends within twenty eight weeks of the estimated date of delivery, other than by the birth of a living child.

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

Eligibility

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

Entitlement

- F15.3 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

- F15.4 The employee must provide the head of service 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.
- F15.5 An employee must submit an application to the head of service for any period of special birth leave. Having considered the requirements of this clause the head of service will approve an employee's application to access special birth leave.
- F15.6 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

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

Effect on Other Entitlements

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

Interaction with Other Leave Types

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

F16 - Primary Care Giver Leave

Purpose

- F16.1 Primary care giver leave is available to employees to enable them to be absent from duty to:
- F16.1.1 care for and bond with a newborn child; and
 - F16.1.2 support the protection of the family and children under the *Human Rights Act 2004*.

Eligibility

- F16.2 Primary care giver leave is available to employees other than casual employees who are the primary care giver of a newborn child.
- F16.3 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.
- F16.4 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.
- F16.5 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

- F16.6 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.

F16.7 Primary care giver leave is non-cumulative.

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

Evidence and Conditions

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

F16.10 An employee must make an application to the head of service to access their primary care giver leave.

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

F16.11.1 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

F16.11.2 a birth certificate.

F16.12 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.

F16.13 Before granting primary care giver leave, the head of service must be satisfied that the employee demonstrates that they are the primary care giver.

F16.14 For the purposes of this clause a newborn is considered to be a baby of up to fourteen weeks old. In extenuating circumstances, the head of service may approve primary care giver leave when a newborn is more than fourteen weeks old.

F16.15 Having considered the requirements of this clause the head of service will approve an employee's application to access primary care giver leave.

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

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

Rate of Payment

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

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

F16.20 Despite subclause F16.19, 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 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 primary care giver leave commences.

F16.21 To avoid doubt, an employee's status and all other entitlements remain unaltered by the operation of subclause F16.20.

F16.22 Primary care giver leave may be granted 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.

Effect on Other Entitlements

F16.23 Primary care giver leave will count as service for all purposes.

F16.24 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

F16.25 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)

F16.26 An employee on primary care giver leave 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.).

F16.27 The employee will be paid at their ordinary hourly rate of pay for the hours they attend work in accordance with subclause F16.26 during 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.

F17 - Parental Leave

Purpose

F17.1 Parental leave without pay 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. This clause must be read in conjunction with Part 2 clause V4.

Eligibility

F17.2 Parental leave is available to an employee or an eligible casual employee who is the primary care giver of a child following the birth or adoption of a child or the commencement of a permanent caring arrangement for a child.

Entitlement

F17.3 An employee is entitled to up to two 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.

F17.4 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.

F17.5 At the end of this time the employee is entitled to return to work in accordance with the provisions in the National Employment Standards.

F17.6 An employee is entitled to apply and will be granted an additional year of parental leave for up to two occasions of birth, adoption or commencement of a permanent caring arrangement, provided that the employee agrees, where necessary, to become unattached.

Evidence and Conditions

F17.7 An employee should discuss with their manager/supervisor, as soon as practicable, their intention to be absent on parental leave.

- F17.8 An employee must make an application to the head of service to access their unpaid parental leave entitlement.
- F17.9 Having considered the requirements of this clause the head of service will approve an employee's application to access parental leave.
- F17.10 The employee must provide the head of service with appropriate evidence concerning the reasons for and circumstances under which the unpaid parental leave application is made, which may include:
 - F17.10.1 a birth certificate; or
 - F17.10.2 documents from an adoption authority concerning the adoption of a child; or
 - F17.10.3 documents relating to a permanent caring arrangement.
- F17.11 The head of service will not grant parental leave if the employee's domestic partner is on parental leave and is an employee of the ACTPS.

Rate of Payment

- F17.12 Parental leave will be granted without pay.

Effect on Other Entitlements

- F17.13 Parental leave does not count as service for any purpose.
- F17.14 Parental leave does not break continuity of service.
- F17.15 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

- F17.16 An employee on parental leave may access annual and long service leave on full or half pay to the extent of available entitlements.
- F17.17 An application by an employee for personal leave during a period that would otherwise be a period of parental leave will be granted subject to the employee providing a certificate from a registered medical practitioner or registered health professional operating within their scope of practice, in accordance with subclause F4.40.

Keep in Touch Arrangements (Parental Leave)

- F17.18 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.), less any Keep In Touch time approved during birth or primary caregiver leave as per subclauses F14.33 or F16.26.
- F17.19 The employee will be paid at their ordinary hourly rate of pay for the hours that they attend the workplace in accordance with subclause F17.18. Keep in touch attendance will count as service for all purposes, but does not extend the period of leave and does not end or reduce the entitlement to parental leave.

F18 - Bonding Leave

Purpose

- F18.1 Bonding leave is available to employees to enable them to be absent from duty to:
 - F18.1.1 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;
 - F18.1.2 support the protection of the family and children under the *Human Rights Act 2004*.

Eligibility

- F18.2 Bonding leave is available to employees other than casual employees at the time of the child's birth, adoption or the commencement of a permanent caring arrangement when the employee is not the primary care giver to the child.
- F18.3 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 head of service may agree to convert the bonding leave and personal leave taken in accordance with this clause to primary care giver's leave.

Entitlement

- F18.4 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 F4.29.
- F18.5 In accordance with the National Employment Standards, 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 head of service.
- F18.6 The entitlement under subclause F18.5 will be reduced by the extent of the entitlement accessed by an employee under subclause F18.4.
- F18.7 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.
- F18.8 Bonding leave is non-cumulative.
- F18.9 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 head of service agrees to a longer period.
- F18.10 The five days of personal leave accessed as per subclause F4.29 may be taken at any time up to fourteen weeks from the date of the birth, adoption or commencement of the permanent caring arrangement.
- F18.11 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

- F18.12 An employee should discuss with their manager/supervisor, as soon as practicable, their intention to be absent on bonding leave.
- F18.13 Bonding leave will be approved subject only to the head of service being satisfied that the eligibility requirements have been met; however an employee must submit an application to the head of service for any period of bonding leave.
- F18.14 The employee must provide the head of service with appropriate evidence concerning the circumstances under which the bonding leave application is made, which may include:
- F18.14.1 a medical certificate relating to the estimated date of delivery of a child; or
 - F18.14.2 a birth certificate; or
 - F18.14.3 documents from an adoption authority concerning the proposed adoption of a child; or
 - F18.14.4 documents relating to a permanent caring arrangement until the child reaches the age of eighteen.

- F18.15 Unless the head of service determines that exceptional circumstances apply bonding leave will not be approved to care for:
- F18.15.1 a baby over the age of fourteen weeks (not applicable in cases of adoption or permanent caring arrangements); or
 - F18.15.2 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

- F18.16 Bonding leave will be granted with or without pay.
- F18.17 The rate of payment to be paid to the employee during a period of paid bonding leave is the same rate as would be paid if the employee was granted personal leave.

Effect on Other Entitlements

- F18.18 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.
- F18.19 Public holidays for which the employee is entitled to payment that fall during periods of absence on paid bonding leave will be paid as a normal public holiday and will not extend the maximum period of bonding leave.

F19 - Grandparental Leave

Purpose

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

Eligibility

- F19.2 Grandparental leave is available to employees other than casual employees and employees on probation.
- F19.3 To be eligible for grandparental leave, the baby or child whom the employee is providing care for must be:
- F19.3.1 their grandchild; or
 - F19.3.2 their step-grandchild; or
 - F19.3.3 their adopted grandchild; or
 - F19.3.4 a child for whom the employee's child has parental or caring responsibility authorised under a law of a State or Territory.

Entitlement

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

- F19.8 If an employee is absent on grandparental leave and becomes a grandparent to another grandchild, for whom they are the primary care giver, a new application must be made as per subclause F19.10.

Evidence and Conditions

- F19.9 An employee should discuss with their manager/supervisor, as soon as practicable, their intention to be absent on grandparental leave.
- F19.10 An employee must make an application to the head of service to access their grandparental leave entitlement, and must include details of the period, or expected period, of the absence.
- F19.11 Having considered the requirements of this clause the head of service may approve an employee's application to access grandparental leave. A decision not to approve the leave will be taken in accordance with subclause F3.1.
- F19.12 The head of service should not approve an application for grandparental leave where an employee has an annual leave balance in excess of eight weeks.
- F19.13 An application for grandparental leave must include evidence in the form of:
- F19.13.1 a statutory declaration or a medical certificate confirming the birth or the estimated date of delivery of the grandchild; or
 - F19.13.2 the grandchild's adoption certificate or a statutory declaration confirming the adoption of the grandchild; or
 - F19.13.3 a letter or a statutory declaration confirming that there is an authorised care situation.
- F19.14 If both grandparents are employees of the ACTPS either grandparent may be granted leave but the leave may not be taken concurrently.

Rate of Payment

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

Effect on Other Entitlements

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

Interaction with Other Leave Entitlements

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

Unattachment

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

F20 - Adoption or Permanent Care Leave

Purpose

- F20.1 Adoption or Permanent Care leave is available to employees to enable them to be absent from duty to:
- F20.1.1 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 the age of eighteen; and
 - F20.1.2 support the protection of the family and children under the *Human Rights Act 2004* and the *Children and Young People Act 2008*.

Eligibility

- F20.2 Paid adoption or permanent care leave is available to an employee other than a casual employee who is the primary care giver of:
- F20.2.1 an adopted child; or
 - F20.2.2 a child for whom the employee has a permanent caring responsibility, where the child is under the age of eighteen.
- F20.3 An employee providing foster care under a Concurrency Care Foster Care Program described in clause F22 - will be treated as having a permanent caring responsibility, and be eligible for Adoption or Permanent Care leave subject to the terms of this clause.
- F20.4 An employee who:
- F20.4.1 is granted adoption or permanent care leave in respect of a child being cared for under a Concurrency Care Foster Care Program; and
 - F20.4.2 subsequently enters into an adoption or permanent care arrangement for that child will not be eligible for any further grant of adoption or permanent care leave for that child.
- F20.5 An employee who has completed at least twelve 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.
- F20.6 An employee who is eligible for paid primary care giver leave is not eligible for adoption or permanent care leave.
- F20.7 An employee who completes twelve months of continuous service within eighteen 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 twelve months of qualifying service and the end of the first eighteen weeks of becoming the primary care giver of the child.

Entitlement

- F20.8 An eligible employee is entitled to eighteen 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 F21 - in the same twelve month period in relation to the same child.
- F20.9 A casual employee is entitled to unpaid pre-adoption leave in accordance with the provisions of the National Employment Standards.
- F20.10 To avoid doubt, the entitlement under subclause F20.8 does not increase when the adoption or permanent caring responsibility involves more than one child at the time of application.
- F20.11 Adoption and permanent care leave is non-cumulative.
- F20.12 An employee is entitled to return to work in accordance with the provisions in the National Employment Standards.

Evidence and Conditions

- F20.13 An employee should discuss with their manager/supervisor, as soon practicable, their intention to be absent on adoption or permanent carer leave.
- F20.14 An employee must make an application to the head of service to access their adoption or permanent care leave.
- F20.15 The employee must provide the head of service with appropriate evidence concerning the reasons for and circumstances under which the adoption or permanent care leave application is made, which may include:
- F20.15.1 documents from an adoption authority concerning the adoption; or
 - F20.15.2 an authorisation as a kinship carer made under the *Children and Young Peoples Act 2008*; or
 - F20.15.3 documents confirming that an arrangement consistent with the terms set out in clause F22 - applies.
- F20.16 In all cases details of leave being taken by other persons in relation to the same child must be provided.
- F20.17 Leave under this clause will not be approved for employees in circumstances where the child has lived continuously with the employee for a period of six 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.
- F20.18 Before granting leave the head of service must be satisfied that the employee is the primary care giver.
- F20.19 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.
- F20.20 In all cases, the child must be under the age of eighteen on the date the employee assumes permanent responsibility for the child for leave to be approved.

Rate of Payment

- F20.21 Adoption or permanent care leave will be granted with pay, except for unpaid pre-adoption leave for casual employees.
- F20.22 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.
- F20.23 Despite subclause F20.22 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 twelve 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 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 adoption or permanent care leave commences.
- F20.24 To avoid doubt, an employee's status and all other entitlements remain unaltered by the operation of subclause F20.23.
- F20.25 Leave may be granted 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.

Effect on Other Entitlements

- F20.26 Paid adoption or permanent care leave will count as service for all purposes.

- F20.27 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

- F20.28 Adoption or permanent care leave does not extend the maximum period of unpaid parental leave available to an employee.

F21 - Foster and Short Term Care Leave

Purpose

- F21.1 Foster and Short Term Care leave is available to employees to enable them to be absent from duty to:
- F21.1.1 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
 - F21.1.2 support the protection of the family and children under the *Human Rights Act 2004* and the *Children and Young People Act 2008*.

Eligibility

- F21.2 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.
- F21.3 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

- F21.4 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.
- F21.5 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.
- F21.6 An eligible employee will be entitled to paid leave as per subclause F21.4 to undertake accreditation towards an enduring parental authority to care for the child to whom the current short term caring arrangement applies.
- F21.7 The entitlement under subclause F21.4 does not increase when the short term caring arrangement involves more than one child at the time of application.
- F21.8 Foster and Short Term Care leave is non-cumulative.
- F21.9 Where an employee exhausts their paid leave entitlement under this clause the employee may seek approval for further unpaid leave.

Evidence and Conditions

- F21.10 An employee should discuss with their manager/supervisor, as soon practicable, their intention to be absent on Foster and Short Term Care leave.
- F21.11 An employee must make an application, as soon as practicable, to the head of service to access their Foster and Short Term Care leave.

- F21.12 The employee must provide the head of service with appropriate evidence concerning the reasons for and circumstances under which each Foster and Short Term Care leave application is made, which may include:
- F21.12.1 documents *relating* to current and previous court orders granting responsibility for a foster child; or
 - F21.12.2 documents from a registered health professional or registered medical practitioner.

Rate of Payment

- F21.13 Foster and Short Term Care leave will be granted with pay or without pay.
- F21.14 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.
- F21.15 The approved leave period may be taken at full pay in a single block or as single or part days.

Effect on Other Entitlements

- F21.16 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.
- F21.17 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

- F21.18 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.

F22 - Concurrency Care Entitlement to Adoption or Permanent Care Leave

- F22.1 For the purpose of subclause F22.2, a Community Organisation is an organisation involved with out of home care and adoption of children and young people, e.g:
- F22.1.1 a member of the ACT Together consortium;
 - F22.1.2 Marymead; or
 - F22.1.3 similar organisations based outside the ACT.
- F22.2 For the purposes of subclause F22.3, 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.
- F22.3 Notwithstanding clause F21, 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 F20, as if they had a permanent caring responsibility. Such employees will not be entitled to leave under clause F21.

F23 - Leave for Family Violence Purposes

Purpose

- F23.1 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

F23.2 Leave for family violence purposes is available to all employees with the exception of casual employees.

F23.3 Casual employees are entitled to access leave without pay for family violence purposes.

Entitlement

F23.4 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-cumulative.

F23.5 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 head or service will, grant paid leave under clause F5 - 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.

F23.6 Leave for family violence purposes is to be used, including, but not limited to:

F23.6.1 attend appropriate medical appointments for referral to other appropriate counselling or support services;

F23.6.2 obtain legal advice;

F23.6.3 attend counselling appointments;

F23.6.4 seek assistance from other relevant support services;

F23.6.5 attend court proceedings;

F23.6.6 attend prosecution appointments;

F23.6.7 attend police appointments;

F23.6.8 attend to Protection Order matters and Domestic Violence Order matters however termed;

F23.6.9 attend to issues arising through urgent property damage that is a consequence of family violence;

F23.6.10 seek veterinary assistance for pets injured through family violence;

or to access:

F23.6.11 alternative accommodation;

F23.6.12 alternative childcare or schooling for children;

the need for which is as a consequence of family violence occurring.

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.

F23.7 Leave for family violence purposes may be taken as consecutive or single days, or as part days.

F23.8 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

F23.9 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.

- F23.10 As a general rule, a leave application should be submitted by an employee for approval by the head of service 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.
- F23.11 Evidence of the occurrence of family violence will be required to access leave for family violence purposes.
- F23.12 Evidence may include:
- F23.12.1 a document issued by the Police;
 - F23.12.2 a written referral, issued by a registered medical practitioner or registered nurse, to a counsellor trained in providing support in family violence situations;
 - F23.12.3 a document issued by a Court, or a counsellor trained in providing support to people experiencing the effects of family violence;
 - F23.12.4 written confirmation from an Employee Assistance Program provider or from a family violence support service that the employee is experiencing family violence issues.
- F23.13 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

- F23.14 Leave for family violence purposes is granted with pay. Casual employees are entitled to access leave without pay for family violence purposes.
- F23.15 Leave for family violence purposes will not be granted at half pay, unless there are extenuating circumstances.

Effect on Other Leave Types

- F23.16 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

- F23.17 Where leave for family violence purposes credits have been exhausted the head of service may grant an employee leave without pay or other forms of paid leave, such as annual leave or long service leave.
- F23.18 Employees should utilise personal leave for an illness or injury, or to seek treatment for an illness or injury, caused by family violence.
- F23.19 Leave entitlements under clause F5 - 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.

F24 - Recovery Leave Arrangements for Senior Officer Grade A and B and Equivalent Employees

- F24.1 Detail of recovery leave arrangements for office based School Leader A and B are contained in Part 2 clause T5.

F25 - Other Leave

Purpose

- F25.1 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.
- F25.2 Other leave may be granted in the interests of:

- F25.2.1 the ACTPS, a State, a Territory or the Commonwealth; or
- F25.2.2 the community in general; or
- F25.2.3 the employee.

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

Eligibility

- F25.3 An employee who meets the eligibility requirements specified in Annex D is eligible to apply for that form of other leave.

Entitlement

- F25.4 An employee may be granted other leave to the maximum period set out in Annex D.

Evidence and Conditions

- F25.5 An employee should discuss with their manager/supervisor, as soon as practicable, their intention to be absent on a form of other leave, including the reasons for the absence and the period, or expected period, of the absence.
- F25.6 An employee must make an application to the head of service to access a form of other leave.
- F25.7 Having considered the requirements of this clause the head of service may approve an employee's application to access a form of other leave. A decision not to approve the leave must be made in accordance with subclause F3.1.
- F25.8 The employee must, if requested by the head of service, provide sufficient documentary evidence supporting the reason for the absence.
- F25.9 When considering requests for other leave, the head of service will take into account:
 - F25.9.1 the employee's circumstances;
 - F25.9.2 community norms and obligations;
 - F25.9.3 the operational requirements of the workplace;
 - F25.9.4 other available leave options;
 - F25.9.5 any conditions on the entitlement as defined in Annex D.

Rate of Payment

- F25.10 Other leave may be granted with or without pay in accordance with Annex D.

Effect on Other Entitlements

- F25.11 A period of other leave will, or will not, count as service in accordance with Annex D.
- F25.12 Public holidays for which the employee is entitled to payment that fall during periods of absence on other paid leave will be paid as a normal public holiday and will not reduce an entitlement of the employee to other leave under Annex D.

Interaction with Other Leave Types

- F25.13 Leave will not be granted under this provision if another form of leave is more appropriate.

Unattachment

- F25.14 Where the leave is without pay for a period of more than twelve months the head of service may, with the employee's written consent, declare the employee unattached.

F26 - Long Service Leave

Purpose

F26.1 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

F26.2 The eligibility requirements and entitlements for long service leave under the PSM Standards apply, subject to the provisions of this clause.

F26.3 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

F26.4 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.

F26.5 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.

F26.6 Employees accrue long service leave according to the employee's ordinary hours of work.

F26.7 The head of service may grant long service leave to an employee to the extent of that employee's pro-rata long service leave credits after seven years of completed eligible employment.

F26.8 To encourage the flexible use of long service leave:

F26.8.1 long service leave may be taken on double, full or half pay when approved by the head of service and subject to operational requirements, with credits to be deducted on the same basis; or

F26.8.2 an employee may, in writing, request the approval of the head of service 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; or

F26.8.3 employees may be granted leave in blocks of less than seven days with the approval of the head of service and each day taken will be deducted at the rate of 1.4.

F26.9 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 cashed out.

F26.10 Employees will receive payment on separation of any pro-rata long service leave entitlements after seven years of completed eligible employment. Where an employee whose period of eligible employment is less than seven years but not less than one year ceases to be an employee:

F26.10.1 otherwise than because of the employee's death, on, or after, the employee attaining the minimum retiring age; or

F26.10.2 because of the employee's redundancy; or

F26.10.3 satisfies the head of service that the employee so ceasing is due to ill health of such a nature as to justify the employee so ceasing,

the head of service will authorise payment to the employee under this subclause in accordance with Part 4.3 of the PSM Standards.

F26.11 If an employee whose period of employment is not less than one year dies, the head of service may authorise payment 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.

Evidence and Conditions

- F26.12 An employee should discuss with the head of service as soon as practicable their intention to be absent on long service leave.
- F26.13 An employee must make an application to the head of service to access their long service leave entitlement.
- F26.14 Having considered the requirements of this section the head of service may approve an employee's application to access long service leave.
- F26.15 If the head of service does not approve an application by an employee for long service 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.

Effect on Other Entitlements

- F26.16 Long service leave will count as service for all purposes.
- F26.17 When applying for long service leave an employee must seek approval if they propose to engage in outside employment during the leave.

Section G Communication and Consultation

G1 - Consultation

- G1.1 There will be effective consultation with an employee(s) and their representatives, including union representatives, on workplace matters. The ACTPS recognises that consultation and employee participation in decisions that affect them is essential to the successful management of change.
- G1.2 Where there are proposals by the ACTPS to introduce changes that would have a significant effect on an employee or a group of employees, the head of service will consult with the affected employees and the AEU. Consultation means a genuine opportunity to contribute to and influence the decision making process prior to decisions being made.
- G1.2.1 Significant Effect includes, but is not limited to, effects of proposals that deal with:
- G1.2.1 (a) the termination of the employment of employees through redundancy; or
 - G1.2.1 (b) changes to the composition, operation or size of the directorate workforce or the skills required of employees; or
 - G1.2.1 (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - G1.2.1 (d) the alteration of hours of work; or
 - G1.2.1 (e) the need to retrain employees; or
 - G1.2.1 (f) the need to physically relocate employees; or
 - G1.2.1 (g) the restructuring of job-roles, positions, structures or directorates; or
 - G1.2.1 (h) changes to employment policies; or
 - G1.2.1 (i) anything likely to materially affect workloads; or
 - G1.2.1 (j) any other matter deemed relevant by parties covered by this Agreement.
- G1.3 An employee(s) and/or their representative(s) may also initiate consultation on any matters or proposals if such consultation hasn't already been initiated under subclause G1.2.

- G1.4 The head of service will provide relevant information to assist the employee(s) and the AEU to understand the reasons for the proposed changes and the likely impact of these changes so that the employee(s) and the AEU are able to contribute to the decision making process.
- G1.5 In addition to the consultation outlined in subclauses G1.1 to G1.3:
- G1.5.1 Directorate Consultative Committees (DCCs) will be established, with membership to be agreed by the head of service and the AEU following commencement of this Agreement and comprising representatives of:
- G1.5.1 (a) the head of service; and
- G1.5.1 (b) the AEU; and
- G1.5.2 adequate time will be provided to employees and the AEU to consult with the Directorate;
- G1.5.3 a Directorate may:
- G1.5.3 (a) establish a DCC to cover this enterprise agreement and other enterprise agreements that the Directorate is covered by; or
- G1.5.3 (b) establish a DCC to cover this enterprise agreement; and
- G1.5.4 additional levels of consultation, such as a Workplace Consultative Committee (WCC), may be established with the agreement of the relevant DCC to operate at the local level. Where established these levels of consultation will deal with workplace specific issues before such issues may be raised with the DCC and have membership agreed by the DCC.
- G1.6 The purpose of the DCC is to:
- G1.6.1 monitor the operation and implementation of this Agreement;
- G1.6.2 consider any proposed new or proposed significant changes to Directorate policy statements and guidelines that relate to the provisions of this Agreement; and
- G1.6.3 consult on workplace matters significantly affecting employees.
- G1.7 The DCC 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.
- G1.7.1 The DCC will meet no less than once in any twelve month period thereafter, unless a different period is agreed in the Terms of Reference.
- G1.7.2 Additional meetings of the DCC may also be convened if requested by any member of the DCC, or as determined by the Terms of Reference.
- G1.8 The Chief Minister, Treasury and Economic Development Directorate will consult with the AEU 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

- G1.9 Where the ACTPS proposes to introduce a change to the regular roster or ordinary hours of work of employees, the following will apply:
- G1.9.1 the head of service must notify the relevant employees of the proposed change;
- G1.9.2 the head of service must recognise the affected employee(s) union or other representative;
- G1.9.3 as soon as practicable after proposing to introduce the change, the head of service must:
- G1.9.3 (a) discuss with the relevant employees the introduction of the change; and

- G1.9.3 (b) for the purposes of the discussion, provide to the relevant employees:
 - G1.9.3 (b) (i) all relevant information about the change, including the nature of the change; and
 - G1.9.3 (b) (ii) information about what the head of service reasonably believes will be the effects of the change on the employees; and
 - G1.9.3 (b) (iii) information about any other matters that the head of service reasonably believes are likely to affect the employees; and
- G1.9.3 (c) 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).

G1.10 However, the head of service is not required to disclose confidential or commercially sensitive information to the relevant employees.

G1.11 The head of service must give prompt and genuine consideration to matters raised about the change by the relevant employees.

G1.12 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 G1.9.

G1.13 In addition, the employer undertakes that, for the purposes of subclause G1.2, the head of service will recognise and consult with the affected employee(s), their union or other representative.

G2 - Freedom of Association

G2.1 The ACTPS recognises that employees are free to choose whether or not to join a union. Irrespective of that choice, employees will not be disadvantaged or discriminated against in respect of the employees' employment under this Agreement. The ACTPS 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.

G2.2 Employees in negotiations of any kind are entitled to negotiate collectively where they so choose.

G2.3 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.

G3 - Right of Existing and New Employees to Representation in the Workplace

G3.1 The ACTPS acknowledges the rights of its employees to be represented on any workplace relations matter and to meet with their representatives in the workplace. The ACTPS recognises the legitimate right of the AEU to represent its employees who are members, or eligible to become members of the AEU.

G3.2 The FW Act prescribes the purpose and manner under which the AEU may exercise right of entry in the workplace. The ACTPS will grant the AEU access in accordance with the FW Act.

G3.3 In addition, the ACTPS will:

G3.3.1 allow union officials and employees, who are permit holders, to enter ACTPS 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;

G3.3.2 allow the AEU to meet with new ACTPS employees who are members, or who are eligible to become members, of the AEU, at a time during normal working hours

which the AEU and the head of service agree upon, and of which the head of service will advise the employees;

- G3.3.3 provide all new ACTPS employees with some form of induction program, including an induction package containing information about the AEU which the AEU has given the ACTPS;
- G3.3.4 invite the AEU to attend any face to face induction of new ACTPS employees, the details of which the head of service will advise to the AEU 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 ACTPS employees; and
- G3.3.5 organise regular face to face meetings, which may be the face to face inductions of new ACTPS employees as per subclause G3.3.4, between new ACTPS employees and the AEU, 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 the directorate and the AEU.

G3.4 For the avoidance of doubt, nothing in clause G3.3 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.

G4 - Co-operation and Facilities for Unions and Other Employee Representatives

- G4.1 For the purpose of ensuring that the AEU and other employee representatives who are employees of the ACTPS can effectively fulfil their employee representative role under this Agreement, the following provisions will apply.
- G4.2 Reasonable access to ACTPS 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 AEU and other employee representatives to assist them to fulfil their representative obligations, duties and responsibilities having regard to the ACTPS's statutory obligations, operational requirements and resources.
- G4.3 In addition to the ACTPS facilities outlined in subclause G4.2, where available, a union or employee representative who is an employee of the ACTPS 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 ACTPS facilities will be in accordance with published whole-of-government policies and for matters other than for industrial action.
- G4.4 The AEU or other employee representative who is an employee of the ACTPS will be provided with adequate paid time off from their usual working hours, to undertake duties to represent other employees. This clause must be read in conjunction with Part 2 clause W1.
- G4.5 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.
- G4.6 The role of the AEU 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.
- G4.7 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:
 - G4.7.1 the right to be treated fairly and perform their role as workplace delegate without any discrimination in their employment;
 - G4.7.2 recognition by the ACTPS that endorsed workplace delegates speak on behalf of their members in the workplace;

- G4.7.3 the right to participate in collective bargaining on behalf of those who they represent, as per the FW Act;
 - G4.7.4 the right to reasonable paid time off from their usual working hours to:
 - G4.7.4 (a) provide information and seek feedback from employees in the workplace on workplace relations matters in the ACTPS during normal working hours;
 - G4.7.4 (b) represent the interests of members to the employer and industrial tribunals;
 - G4.7.4 (c) consult with other delegates and union officials in the workplace, and receive advice and assistance from union staff and officials in the workplace;
 - G4.7.5 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';
 - G4.7.6 the right to consultation, and access to relevant information about the workplace and the ACTPS, subject to privacy legislation and other relevant legislation;
 - G4.7.7 the right to undertake their role as union representatives on Directorate workplace relations consultative committee(s);
 - G4.7.8 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;
 - G4.7.9 the right to address new employees about union membership at the time they enter employment in their workplace;
 - G4.7.10 the right to access appropriate training in workplace relations matters including training provided by a union in accordance with clause G5 -.
- G4.8 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.

G5 - Attendance at Industrial Relations Courses and Seminars

- G5.1 For the purpose of assisting employees in gaining a better understanding of industrial relations issues relating to this Agreement, the head of service will grant leave to employees to attend recognised short training courses or seminars on the following conditions:
 - G5.1.1 that operating requirements permit the granting of leave;
 - G5.1.2 that the scope, content and level of the short courses contribute to the better understanding of industrial relations issues;
 - G5.1.3 leave granted under this clause will be with full pay, not including shift and penalty payments or overtime; and
 - G5.1.4 each employee will not be granted more than fifteen days/shifts leave in any calendar year.
- G5.2 If the employee has applied for leave under subclause G5.1 and the head of service rejected the application because of operational requirements, approval of any subsequent application for leave by the employee under subclause G5.1 will not be withheld unreasonably, provided that the employee gives the head of service at least fourteen days/shifts notice in writing.
- G5.3 The ACTPS will accept any short course or seminar conducted or accredited by a relevant employee organisation (for example union(s), the Australian Council of Trade Unions or the ACT Trades and Labour Council) as a course to which subclause G5.1 applies.

G5.4 Leave granted for this purpose will count as service for all purposes.

G6 - Dispute Avoidance/Settlement Procedures

G6.1 The objective of these procedures is the prevention and resolution of disputes about:

G6.1.1 matters arising in the workplace, including disputes about the interpretation or implementation of this Agreement; and

G6.1.2 the application of the National Employment Standards.

G6.2 For the purposes of this clause, except where the contrary intention appears, the term 'parties' refers to 'parties to the dispute'.

G6.3 All persons covered by this Agreement agree to take reasonable internal steps to prevent, and explore all avenues to seek resolution of, disputes.

G6.4 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.

G6.5 In the event there is a dispute, the following processes will apply.

G6.6 Where appropriate, the relevant employee or the employee's representative will discuss the matter with the employee's supervisor. Should the dispute not be resolved, it will proceed to the appropriate management level for resolution.

G6.7 In instances where the dispute remains unresolved, the next appropriate level of management, the employee, the AEU or other employee representative will be notified and a meeting will be arranged at which a course of action for resolution of the dispute will be discussed.

G6.8 If the dispute remains unresolved after this procedure, a party to the dispute may refer the matter to the FWC.

G6.9 The FWC may deal with the dispute in two stages:

G6.9.1 the FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and

G6.9.2 if the FWC is unable to resolve the dispute at this first stage, the FWC may then:

G6.9.2 (a) arbitrate the dispute; and

G6.9.2 (b) make a determination that is binding on the parties.

G6.10 The FWC may exercise any powers it has under the FW Act as are necessary for the just resolution or determination of the dispute.

G6.11 A person may be assisted and represented at any stage in the dispute process in the FWC on the same basis as applies to representation before the FWC under section 596 of the FW Act.

G6.12 All persons involved in the proceedings under subclause G6.9 will participate in good faith.

G6.13 Unless the parties agree to the contrary, the FWC will, in responding to the matter, have regard to whether a party has applied the procedures under this term and acted in good faith.

G6.14 The parties agree to be bound by a decision made by the FWC in accordance with this clause.

G6.15 Notwithstanding subclause G6.14, any party may appeal a decision made by the FWC in accordance with the FW Act.

G6.16 Despite the above, the parties may agree to submit the dispute to a body or person other than the FWC. Where the parties agree to submit the dispute to another body or person:

G6.16.1 all of the above provisions apply, unless the parties agree otherwise; and

G6.16.2 references to the FWC in the above provisions will be read as a reference to the agreed body or person;

- G6.16.3 all obligations and requirements on the parties and other relevant persons under the above provisions will be complied with; and
- G6.16.4 the agreed body or person must deal with the dispute in a manner that is consistent with section 740 of the FW Act.
- G6.17 While the parties are trying to resolve the dispute using procedures in this clause:
 - G6.17.1 an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
 - G6.17.2 an employee must comply with a direction given by the head of service to perform other available work at the same workplace, or at another workplace, unless:
 - G6.17.2 (a) the work is not safe; or
 - G6.17.2 (b) applicable occupational health and safety legislation would not permit the work to be performed; or
 - G6.17.2 (c) the work is not appropriate for the employee to perform; or
 - G6.17.2 (d) there are other reasonable grounds for the employee to refuse to comply with the direction.

G7 - Privatisation

- G7.1 In order to promote job security of employees, it is agreed that the privatisation of a Government entity may only occur where:
 - G7.1.1 the entity does not perform a role central to the functions of Government; and
 - G7.1.2 disadvantaged groups would not be negatively affected by the privatisation; and
 - G7.1.3 a social impact statement has been completed which indicates that there is a demonstrated public benefit from the sale.
- G7.2 In the event that privatisation of an ACTPS Directorate or a service or services currently supplied by an ACTPS Directorate is under consideration, consultation will occur on the implications for employees and the relevant Directorate from these proposals.
- G7.3 Where such privatisation is under consideration, the ACTPS will provide the necessary reasonable resources to develop an in-house bid and this bid will be prepared either off site or on site as determined by the head of service and subject to consideration on equal terms to any other bid. An independent probity auditor will be appointed by the head of service to oversee the assessment of the in-house bid.

Section H Workplace Values and Behaviours

H1 - Introduction

- H1.1 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 and the ACT Public Service 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.
- H1.2 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.

- H1.3 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.
- H1.4 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.
- H1.5 Noting that the provisions of this Section H are in identical terms to Section H (however described) of other ACTPS Enterprise Agreements: If an employee moves from one Directorate and/or Agreement to another 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.
- H1.5.1 Any disciplinary action and sanction which is determined to be applied under clause H11 - will be applied to the employee in their new position, where the head of service 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.
- H1.6 If an employee resigns from the ACTPS while a misconduct process is on foot, the Public Sector Standards Commissioner may:
- H1.6.1 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
- H1.6.2 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 service. 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 H1.5.1 or taken into account with any application by the employee to subsequently re-enter the ACTPS.

H2 - Preliminary Assessment

- H2.1 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.
- H2.2 The manager/supervisor may inform and/or seek advice from an appropriate Human Resources adviser, however the manager/supervisor will be responsible for undertaking the assessment unless an actual or perceived conflict of interest exists.
- H2.3 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.
- H2.4 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.
- H2.5 If the manager/supervisor determines that the allegations require investigation the manager/supervisor will recommend to the head of service that the matter be investigated.

- H2.6 The head of service 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.
- H2.7 Where an employee makes an admission in accordance with subclause H2.6 the head of service may determine the appropriate disciplinary action/sanction in accordance with clause H11 -. The head of service 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 H11 - to be made.

H3 - Counselling

- H3.1 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.
- H3.2 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.
- H3.3 The manager/supervisor or the head of service 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.
- H3.4 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.
- H3.5 Where the manager/supervisor or the head of service 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 H2 -.

H4 - Underperformance

- H4.1 Under this clause, procedures are established for managing underperformance by an employee.
- H4.2 This clause applies to all employees, except casual employees who are not eligible casual employees. In applying these procedures to officers on probation, temporary employees, or eligible casual employees, the head of service may determine that procedures and practices throughout this clause H4 - may be applied on a proportionate basis according to the circumstances of the case, and in accordance with the principles of procedural fairness and natural justice.
- H4.2.1 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.
- H4.3 The objectives of these procedures are to:
- H4.3.1 provide advice and support to an employee whose performance is below the standard required; and
- H4.3.2 to provide a fair, prompt and transparent framework for action to be taken where an employee continues to perform below expected standard.

Underperformance Discussions

- H4.4 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 H4.7 to H4.20 might be invoked if the underperformance continues.
- H4.5 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.
- H4.6 All parties have an obligation to participate in underperformance processes in good faith.

Underperformance Process

Step One: Action Plan

- H4.7 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 H4.4, 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.
- H4.8 After taking into account the comments from the employee, the manager/supervisor must prepare an action plan in consultation with the employee.
- H4.9 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.
- H4.10 The action plan will:
- H4.10.1 identify the expected standards of work required of the employee on an ongoing basis;
 - H4.10.2 identify and/or develop any learning and development strategies that the employee should undertake;
 - H4.10.3 outline the potential underperformance actions that may be taken if the employee does not meet the expected standards;
 - H4.10.4 specify the action plan period, which should not normally be less than one month and should not exceed six months to allow the employee sufficient opportunity to achieve the expected standard; and
 - H4.10.5 specify the assessment criteria to be measured within the action plan period.
- H4.11 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

- H4.12 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.
- H4.13 If the manager/supervisor considers that further assessment time 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 the duration of the action plan.

Step Three: Final Assessment / Report

- H4.14 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.
- H4.15 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 head of service.

Step Four: Underperformance Action

- H4.16 The head of service will advise the employee in writing:
- H4.16.1 of the assessment and reasons for the manager's/supervisor's assessment;
 - H4.16.2 of the underperformance action(s) (subclause H4.17) proposed to be taken and the reasons for proposing this action;
 - H4.16.3 of the employee's right to respond in writing to the proposed action within a period of not more than seven calendar days.
- H4.17 At any time after seven calendar days from the date the head of service advised the employee under subclause H4.16, and after considering any response from the employee, the head of service may decide to take one or more of the following underperformance actions:
- H4.17.1 transfer the employee to other duties (at or below current pay);
 - H4.17.2 defer the employee's incremental advancement;
 - H4.17.3 reduce the employee's incremental point;
 - H4.17.4 temporarily or permanently reduce the employee's classification and pay;
 - H4.17.5 remove any benefit derived through an existing Attraction and Retention Incentive;
 - H4.17.6 terminate the employee's employment.
- H4.18 If an employee's incremental point is reduced in accordance with subclause H4.17.3, or the employee's classification is permanently reduced in accordance with subclause H4.17.4 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.
- H4.19 The head of service will inform the employee in writing of the decision made under subclause H4.17, the reasons for the decision and the appeal mechanisms available under this Agreement.
- H4.20 At any time in these procedures, the employee may elect to be retired on the grounds of inefficiency.

H5 - Appeal Rights

- H5.1 The employee has the right under Section J to appeal any underperformance action taken under subclause H4.17, except action to terminate the employee's employment.
- H5.2 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.

H6 - Misconduct & Discipline

Objectives and Application

- H6.1 This clause establishes procedures for managing misconduct or alleged misconduct by an employee.

- H6.2 This clause applies to all employees, except casual employees who are not eligible casual employees. In applying these procedures to officers on probation, temporary employees or eligible casual employees, the head of service may determine that procedures and practices throughout clauses H10 - to H11 - apply on a proportionate basis according to the circumstances of the case and in accordance with the principles of procedural fairness and natural justice.
- H6.2.1 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.
- H6.3 The objective of these procedures is to encourage the practical and expeditious resolution of misconduct issues in the workplace.
- H6.4 All parties have an obligation to participate in misconduct processes in good faith.

What is Misconduct

- H6.5 For the purposes of this Section, misconduct includes any of the following:
- H6.5.1 the employee fails to meet the obligations set out in section 9 of the PSM Act 1994;
- H6.5.2 the employee engages in conduct that the head of service or the Public Sector Standards Commissioner is satisfied may bring, or has brought, the Directorate or the ACTPS into disrepute;
- H6.5.3 a period of unauthorised absence and the employee does not offer a satisfactory reason on return to work;
- H6.5.4 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 the Directorate;
- H6.5.5 the employee fails to notify the head of service of criminal charges in accordance with clause H12 -; or
- H6.5.6 the employee makes a vexatious or knowingly false allegation against another employee.

What is Serious Misconduct

- H6.6 Serious misconduct means conduct that is so serious that it may be inconsistent with the continuation of the employee's employment with the Territory. Serious misconduct is defined within the Fair Work Regulations.

H7 - Dealing with Allegations of Misconduct

- H7.1 Upon becoming aware of a matter of alleged misconduct the head of service will determine whether or not the matter needs to be investigated. Where the head of service determines that investigation is required the head of service will refer the matter to the Public Sector Standards Commissioner for investigation.
- H7.2 At any stage of dealing with alleged misconduct the head of service may, in accordance with clause H8 -:
- H7.2.1 transfer the employee to other duties; or
- H7.2.2 re-allocate duties away from the employee; or
- H7.2.3 suspend the employee with pay; or
- H7.2.4 suspend the employee without pay where serious misconduct is alleged.
- H7.3 Upon receiving a referral in accordance with subclause H7.1 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 H9 - or

may decide that an investigation will not resolve the matter and refer it back to the head of service for resolution or further consideration.

- H7.4 The head of service 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.
- H7.5 Where an employee makes an admission in accordance with subclause H2.6 the head of service may determine the appropriate disciplinary action/sanction in accordance with clause H11 -. The head of service 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 H11 - to be made.
- H7.6 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 H7.1, if satisfied that the matter warrants investigation.
- H7.7 Notwithstanding the provisions of this section, the head of service may summarily terminate the employment of an employee without notice for serious misconduct as defined within the Fair Work Regulations.

H8 - Suspension, Reassignment or Transfer

- H8.1 This clause applies to all employees including eligible casual employees and employees on probation.
- H8.2 In accordance with subclause H7.2 the head of service may suspend with or without pay, reassign or transfer an employee where the head of service is satisfied that it is in the public interest, the interests of the ACTPS or the interests of the Directorate to do so while the alleged misconduct is being dealt with.
- H8.3 The requirements under subclauses H8.4, H8.5 and H8.10 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.
- H8.4 The head of service 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 head of service may suspend an employee first and then give the employee the reasons for the suspension and an opportunity to be heard, where, in the head of service's opinion, this is appropriate in the circumstances.
- H8.5 Whilst suspended with pay an employee will be paid:
- H8.5.1 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
 - H8.5.2 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
 - H8.5.3 any other allowance or payment (including under an Attraction and Retention Incentive entered into in accordance with Annex B to this Agreement) of a regular or ongoing nature that is not conditional on performance of duties.
- H8.6 Where a decision is made to suspend an employee with pay no appeal or review of that decision is available.

- H8.7 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.
- H8.8 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 head of service be incompatible with the continuation of the employee's employment.
- H8.9 A period of suspension without pay will not be for more than thirty calendar days, unless exceptional circumstances apply.
- H8.10 If the period of suspension without pay extends beyond thirty calendar days as per subclause H8.9, the suspension should be reviewed every thirty calendar days unless the head of service considers that, in the circumstances, a longer period is appropriate.
- H8.11 Whilst suspended without pay:
- H8.11.1 the employee may apply to the head of service for permission to seek alternate employment outside the ACTPS for the period of the suspension or until the permission is revoked. 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 H8.7;
 - H8.11.2 in cases of demonstrated hardship, the head of service may determine that the employee may cash out accrued long service leave and/or annual leave;
 - H8.11.3 the employee may apply to the head of service for the suspension to be with pay on the grounds of demonstrated hardship.
- H8.12 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:
- H8.12.1 is entitled to be repaid the amount by which the employee's pay was reduced; and
 - H8.12.2 is entitled to be credited with any period of long service or annual leave that was cashed out in accordance with subclause H8.11.2.
- H8.13 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 head of service determines otherwise.

H9 - Investigations

- H9.1 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.
- H9.2 The investigating officer will:
- H9.2.1 inform the employee in writing of the particulars of the alleged misconduct, and details concerning the investigative process; and
 - H9.2.2 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
 - H9.2.3 for written responses the timeframe for response will be as communicated by the investigator and be reasonable under the circumstances; and
 - H9.2.4 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
 - H9.2.5 advise the employee that the employee may have a second person present during the interview, who may be the employee's union representative or other individual acting

- as support person and will allow reasonable opportunity for this to be arranged; and provide a record of the interview to the employee; and
- H9.2.6 give the employee an opportunity to supplement the record of an interview with a written submission, if the employee so chooses; and
- H9.2.7 as soon as practicable take any further steps considered necessary to establish the facts of the allegations; and
- H9.2.8 provide a written report to the Public Sector Standards Commissioner setting out the investigating officer's findings of fact.
- H9.3 If the employee fails to, or chooses not to, respond to the allegations in accordance with subclause H9.2 within a reasonable timeframe, the investigating officer will prepare the report and set out the findings of fact on the information available.
- H9.4 The investigating officer's findings of fact will be made on the balance of probabilities.
- H9.5 The Public Sector Standards Commissioner may request that the head of service authorise access to relevant ACTPS 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.

H10 - Findings of misconduct

- H10.1 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.
- H10.2 If the Public Sector Standards Commissioner determines that the misconduct has not occurred, the Public Sector Standards Commissioner will notify the employee of this finding and advise that no sanctions will be imposed.
- H10.3 If the Public Sector Standards Commissioner makes a proposed determination that misconduct has occurred in accordance with subclause H10.1 the Public Sector Standards Commissioner will:
 - H10.3.1 advise the employee in writing of the proposed determination that misconduct has been found to have occurred; and
 - H10.3.2 provide written reasons for arriving at this proposed determination; and
 - H10.3.3 provide a copy of the investigation report unless this would be inappropriate in the circumstances; and
 - H10.3.4 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.
- H10.4 After considering the employee's response or, if the employee has not responded, at any time after the period outlined in subclause H10.3.4 has lapsed, the Public Sector Standards Commissioner will make a final determination as to whether or not misconduct has occurred and will:
 - H10.4.1 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:
 - H10.4.1 (a) refer the matter to the head of service for consideration of whether or not disciplinary action is to be taken in accordance with clause H11 -; and
 - H10.4.1 (b) inform the employee that the matter has been referred to the head of service in accordance with subclause H10.4.1 (a).

H11 - Disciplinary Action and Sanctions

- H11.1 In circumstances where the head of service:

- H11.1.1 receives a determination from the Public Sector Standards Commissioner in accordance with subclause H10.4.1; or
 - H11.1.2 following an admission by the employee in accordance with subclause H2.7 or H7.5.
- the head of service will consider whether or not disciplinary action is appropriate, and whether or not one or more of the following sanctions may be taken in relation to the employee:
- H11.1.3 a written reprimand;
 - H11.1.4 a financial penalty which can:
 - H11.1.4 (a) reduce the employee's incremental level;
 - H11.1.4 (b) defer the employee's incremental advancement;
 - H11.1.4 (c) impose a fine on the employee;
 - H11.1.4 (d) require the employee to fully or partially reimburse the employer for damage that the employee has wilfully incurred to property or equipment.
 - H11.1.5 transfer the employee temporarily or permanently to another position at level or to a lower classification level;
 - H11.1.6 remove any benefit derived through an existing Attraction and Retention Incentive;
 - H11.1.7 termination of employment.
- H11.2 Nothing in this section limits the ability of the head of service 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.
- H11.3 In relation to subclause H11.1.5, 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.
- H11.4 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:
- H11.4.1 the nature and seriousness of the misconduct;
 - H11.4.2 the degree of relevance to the employee's duties or to the reputation of the Directorate or the ACTPS;
 - H11.4.3 the circumstances of the misconduct;
 - H11.4.4 any mitigating factors, including any full admission of guilt; and
 - H11.4.5 the previous employment history and the general conduct of the employee.
- H11.5 If the employee has moved to a new position, other than as a result of a decision in accordance with clause H7, during the course of the misconduct process, the changes in employment circumstances will be taken into account as appropriate in accordance with subclause H1.5.1.
- H11.6 Unless there are exceptional circumstances, the head of service will within 14 calendar days of receiving the referral from the Public Sector Standards Commissioner under subclause H10.4.1 (a) 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.
- H11.7 The timeframes stipulated in H11.6 may be extended if the head of service and the Public Sector Standards Commissioner agree that extenuating circumstances warrant the extension.
- H11.8 After considering the employee's response in accordance with subclause H11.6, or if the employee does not respond, at any time after the seven calendar days as set out in H11.6 have passed, the head of service will make their final decision and inform the employee in writing of:
- H11.8.1 the final decision; and

- H11.8.2 the disciplinary action to be taken, if any; and
- H11.8.3 the date of effect and/or, if relevant, the cessation of any disciplinary action; and
- H11.8.4 the appeal mechanisms that are available under Section J of this Agreement.

H12 - Criminal Charges

- H12.1 An employee must advise the head of service 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 the Directorate or of the ACTPS may be adversely affected, taking into account:
 - H12.1.1 the circumstances and seriousness of the alleged criminal offence; and
 - H12.1.2 the employee's obligations under section 9 of the PSM Act; and
 - H12.1.3 the effective management of the employee's work area; and
 - H12.1.4 the integrity and good reputation of the ACTPS and the Directorate; and
 - H12.1.5 the relevance of the offence to the employee's duties.
- H12.2 Where criminal charges are laid against an employee and the interests of the Directorate or the ACTPS may be adversely affected, the head of service may suspend the employee in accordance with the suspension arrangements under clause H8.
- H12.3 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 head of service within seven calendar days of the conviction or the finding.
- H12.4 Where an employee is convicted of a criminal offence and the conviction or finding has adversely affected the interests of the Directorate or the ACTPS, the head of service may impose a sanction for misconduct against the employee in accordance with clause H11.

H13 - Right of Appeal

- H13.1 An employee has the right under Section J to appeal against any finding of misconduct under clause H10, any decision to take disciplinary action or to apply a sanction under clause H11, or against any decision taken under clause H8 to suspend the employee without pay, or to transfer the employee at reduced pay, except action to terminate the employee's employment.
- H13.2 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.
- H13.3 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

I1 - Objectives and Application

- I1.1 Under this Section, procedures are established for employees to seek a review of management actions that affect their employment with the ACTPS.
- I1.2 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.
- I1.3 These procedures apply to all employees covered by this Agreement.
- I1.4 For the purposes of this Section, an action includes a decision and a refusal or failure to make a decision.

I2 - Decisions and Actions Excluded

- I2.1 The following decisions and actions are excluded from the rights of an employee to seek a review under procedures set out in this Section:
- I2.1.1 actions regarding the policy, strategy, nature, scope, resourcing or direction of the ACTPS and agencies (see clause G1 of this Agreement for consultation on these actions);
 - I2.1.2 actions arising under Commonwealth or ACT legislation that concern domestic or international security matters;
 - I2.1.3 actions regarding superannuation (see relevant superannuation legislation for complaints and appeals on these actions, in particular the *Superannuation Industry (Supervision) Act 1993* and the *Superannuation (Resolution of Complaints) Act 1993*);
 - I2.1.4 actions regarding workers' compensation (see the *Safety, Rehabilitation and Compensation Act 1988* for reviews and appeals on these actions);
 - I2.1.5 decisions to terminate the appointment of an officer on probation;
 - I2.1.6 decisions on classification of an office (see clause D3 of this Agreement for reviews on classifications);
 - I2.1.7 any action to which the employee has an appeal or review right under Section K of this Agreement;
 - I2.1.8 any action to which the employee has an appeal right under subclause J1.3 of this Agreement;
 - I2.1.9 any action arising from the preliminary assessment process under clause H2;
 - I2.1.10 actions arising from the misconduct procedures of this Agreement;
 - I2.1.11 actions arising from the underperformance procedures of this Agreement;
 - I2.1.12 any decisions under subclauses H7.1, H7.3 and H7.6 of this Agreement;
 - I2.1.13 any decisions under subclause J2.2 and J3.7 of this Agreement;
 - I2.1.14 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 (ARINs) or a pre FW Act Australian Workplace Agreement (AWA));
 - I2.1.15 decisions to appoint or not appoint a person as an officer to a vacant position;
 - I2.1.16 decisions that another officer perform the duties of a higher office or role for periods up to and including six months;
 - I2.1.17 decisions to transfer another employee or promote another officer to an advertised vacancy where the officer or employee seeking the review was not an applicant;
 - I2.1.18 actions arising from the internal review procedures or appeal panel procedures of this Agreement, including the review and appeals procedures under Section K of this Agreement.

I3 - Initiating a Review

- I3.1 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.
- I3.2 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.

- 13.3 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 head of service that:
- 13.3.1 is in writing; and
 - 13.3.2 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 head of service agrees that extenuating circumstances exist; and
 - 13.3.3 identifies the action and/or decision which the employee seeks a review of; and
 - 13.3.4 does not concern a decision or action that is excluded under subclause 12.1; and
 - 13.3.5 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
 - 13.3.6 outlines the extenuating circumstances, if any, where the application is made outside the timeframe specified in subclause 13.3.2; and
 - 13.3.7 describes the outcome sought.
- 13.4 If the review relates to a failure or refusal to make a decision in accordance with subclause 11.4, the 28 day time period outlined in subclause 13.3.2 will be taken to commence on the day it was apparent that there was a failure or refusal to make a decision.
- 13.5 The head of service will, provided that the requirements under subclause 13.3 have been met, refer the matter for review in accordance with clause 14 -.

14 - Review Process

- 14.1 Notwithstanding subclause 13.5, where appropriate, and agreed by the employee who made the application under clause 13.3 (for the purposes of this Section I "the applicant"), or the applicant's union or other employee representative on the applicant's behalf, the head of service must consider mediation as an option before arranging for a review under subclause 14.3. The mediator will be agreed between the applicant and the head of service.
- 14.2 In the event that mediation does take place and that it resolves the issues raised in the application, then no further action is required under these procedures. In that event a formal written statement that the issue has been resolved must be signed by the applicant and the head of service.
- 14.3 Subject to subclauses 13.5, 14.1 and 14.2, the head of service must arrange for an application made under clause 13.3 to be reviewed by an independent person (the reviewer) who may be:
- 14.3.1 a suitably skilled person who was not involved in the original action; or
 - 14.3.2 a person chosen from a panel of providers.
- 14.4 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.
- 14.5 The reviewer may recommend to the head of service that an application should not be considered on any of the following grounds:
- 14.5.1 the application concerns a decision or action that is excluded under subclause 12.1; or
 - 14.5.2 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
 - 14.5.3 the reviewer believes on reasonable grounds that the application:
 - 14.5.3 (a) is frivolous or vexatious; or

I4.5.3 (b) is misconceived or lacks substance; or

I4.5.3 (c) should not be heard for some other compelling reason.

I4.6 The head of service must either confirm a recommendation made by the reviewer under subclause I4.5 that an application should not be considered or arrange for another reviewer to consider the application.

I4.7 The head of service will inform the applicant in writing, within fourteen calendar days of the date of any decision under subclause I4.6, including, the reasons for any decision not to consider the application.

I4.8 If the reviewer does not make a recommendation under subclause I4.5, then the reviewer will conduct a procedural review on the papers to determine:

I4.8.1 whether it was open to the head of service to take the action that he or she did;

I4.8.2 whether the principles of procedural fairness and natural justice were complied with in taking the original action; and

I4.8.3 whether the final decision of the head of service was fair and equitable in all of the circumstances.

I4.9 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 head of service of that doubt and the reasons for it in the written report in accordance with I4.10.

I4.10 After reviewing any action or decision the reviewer will, subject to subclause I4.14, make a written report to the head of service recommending that:

I4.10.1 the original decision/action be confirmed; or

I4.10.2 the original decision/action be varied; or

I4.10.3 other action be taken.

I4.11 A copy of the report under subclause I4.10 will be provided to the applicant and the applicant will be given the opportunity to provide a response. The applicant may respond to any aspects of the report. Such a response must be in writing and be provided to the head of service within fourteen calendar days of the applicant receiving the report.

I4.12 The head of service, after considering the report from the reviewer and any response from the applicant to the report of the reviewer, may:

I4.12.1 confirm the original action; or

I4.12.2 vary the original action; or

I4.12.3 take any other action the head of service believes is reasonable.

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

Review of Head of Service decisions

I4.14 Where the subject of the application is an action or decision of the Head of Service (in person) or the Director General (in person) as the delegate of the Head of Service, 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.

I4.15 The Public Sector Standards Commissioner may, after considering the report from the reviewer, recommend to the head of service that:

I4.15.1 the original action be confirmed; or

I4.15.2 the original action be varied; or

- I4.15.3 other action be taken that the Public Sector Standards Commissioner believes is reasonable.
- I4.16 The Head of Service (in person) of the Director General (in person) as the delegate of the Head of Service, after considering the report from the Public Sector Standards Commissioner, may:
 - I4.16.1 accept any or all of the report's recommendation(s) and take such action as necessary to implement the recommendation(s); or
 - I4.16.2 not accept the report's recommendation(s) and confirm the original action.
- I4.17 If the Head of Service (in person) or the Director General (in person) as the delegate of the Head of Service does not accept any one of the recommendation(s) of the Public Sector Standards Commissioner under subclause I4.15, they will:
 - I4.17.1 provide written reasons to the Public Sector Standards Commissioner for not accepting the recommendation(s); and
 - I4.17.2 provide the applicant, within fourteen calendar days, with written reasons for not accepting the recommendation(s).
- I4.18 If the Head of Service (in person) or the Director General (in person) as the delegate of the Head of Service does not accept any one of the recommendation(s) of the Public Sector Standards Commissioner under subclause I4.15, the Public Sector Standards Commissioner will report on this outcome.

I5 - Right of External Review

- I5.1 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 I4.12 or subclause I4.16 by an external tribunal or body, including the FWC.
- I5.2 The FWC will be empowered to resolve the matter in accordance with the powers and functions set out in clause G6 - of this Agreement. The decision of the FWC will be binding, subject to any rights of appeal against the decision to a Full Bench of the FWC in accordance with clause G6.15.

Section J Appeal Mechanism for misconduct, underperformance and other matters

J1 - Objective and Application

- J1.1 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.
- J1.2 The Head of Service (in person) will nominate a person, or position, to be the Convenor of Appeals ("the Convenor").
- J1.3 This appeal mechanism will apply to:
 - J1.3.1 decisions to suspend the employee without pay under clause H8 of this Agreement;
 - J1.3.2 decisions relating to findings of misconduct under clause H10, provided that such and appeal can only be made after a decision about disciplinary action under clause H11 has been made;
 - J1.3.3 decisions to take disciplinary action under clause H11 of this Agreement, except a decision to terminate the employee's employment;
 - J1.3.4 decisions to take underperformance action under subclause H4.17 of this Agreement, except a decision to terminate the employee's employment;
 - J1.3.5 decisions taken in relation to an employee's eligibility for benefits under clause L6 - of this Agreement and the amount of such benefits, the amount payable by way of

income maintenance under clause L10, and the giving of a notice of involuntary redundancy under clause L9.

- J1.4 In relation to appeals about misconduct findings and disciplinary action in accordance with subclauses J1.3.2 and J1.3.3, 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:
- J1.4.1 the finding of misconduct under clause H10; or
 - J1.4.2 the disciplinary action under clause H11; or
 - J1.4.3 both the finding of misconduct under clause H10 and the disciplinary action under clause H11.
- J1.5 An 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.

J2 - Initiating an Appeal

- J2.1 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:
- J2.1.1 is in writing; and
 - J2.1.2 describes the decision or action taken or to be taken, the reasons for the application and the outcome sought; and
 - J2.1.3 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
 - J2.1.4 seeks to appeal an appealable decision as set out in subclause J1.3.
- J2.2 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 cooperate with the process.

J3 - Composition of the Appeal Panel

- J3.1 The Public Sector Standards Commissioner will keep a list of approved Appeal Panel Chairs.
- J3.2 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.
- J3.3 Where an application is received by the Convenor in accordance with the requirements set out in subclause J2.1 and J2.2 the Convenor will set up an Appeal Panel.
- J3.4 The Appeal Panel will comprise a panel member from the list of employer representatives in accordance with subclause J3.2, a panel member from the list of employee representatives in accordance with subclause J3.2 and a chair in accordance with subclause J3.
- J3.5 The Convenor may only be a member of an Appeal Panel with the agreement of the appellant.
- J3.6 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.
- J3.7 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 J3.3.

J4 - Powers and Role of the Appeal Panel

- J4.1 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.
- J4.2 The Convenor will invite the appellant to have a support person, who may be the appellant's union or other employee representative, present at any meetings held between the Appeal Panel and the appellant and will allow reasonable opportunity for this to be arranged.
- J4.3 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.
- J4.4 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:
- J4.4.1 the application is frivolous or vexatious, or not made in good faith; or
 - J4.4.2 the appellant making the appeal may apply to another person or authority about the application who may more appropriately deal with the application; or
 - J4.4.3 further review of the application is not warranted.

Conducting an appeal

- J4.5 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 J4.3 to determine whether:
- J4.5.1 it was open to the head of service to take the action that he or she did;
 - J4.5.2 the principles of procedural fairness and natural justice were complied with in taking the original action or decision; and
 - J4.5.3 the final decision of the head of service and/or the Public Sector Standards Commissioner was appropriate in all of the circumstances.
- J4.6 Where the Appeal Panel is satisfied that a fundamental piece of evidence was not considered in the original process, the Appeal Panel may request that the Convenor refer the matter back to the head of service and/or Public Sector Standards Commissioner for further investigation.
- J4.7 The head of service and/or Public Sector Standards Commissioner, after considering the referral from the Convenor under subclause J4.5.3, will:
- J4.7.1 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
 - J4.7.2 provide written reasons to the Appeal Panel, within fourteen calendar days, for not accepting their referral for further investigation.
- J4.8 After reviewing any application under this section, the Appeal Panel will, subject to subclause J4.5.3, make a determination of the appeal and either:
- J4.8.1 confirm the original decision; or
 - J4.8.2 vary the original decision; or
 - J4.8.3 prescribe that other action be taken.

- J4.9 The Appeal Panel will provide a report to the Public Sector standards Commissioner and the head of service which will include the determination and the reasons for the determination. A copy of the report will also be provided to the appellant.

J5 - Costs

- J5.1 The Territory will not be liable for any costs associated with representing an appellant in these procedures.

J6 - Right of External Review

- J6.1 The employee, or the employee's union or other employee representative on the employee's behalf, may seek a review by the FWC of a decision under subclause J4.8.
- J6.2 The FWC will be empowered to resolve the matter in accordance with the powers and functions set out in clause G6 - of this Agreement. The decision of the FWC will be binding, subject to any rights of appeal against the decision to a Full Bench in accordance with clause G6.15.

Section K Appeal and Process Reviews of certain recruitment decisions

K1 - Application

- K1.1 Under this Section, procedures are established for employees to seek a review of recruitment processes or appeal certain recruitment decisions.
- K1.2 These procedures for appeals and reviews account for the principles of procedural fairness and natural justice in this context.
- K1.3 For the purposes of this Section, an action includes a decision and a refusal or failure to make a decision.
- K1.4 Decisions made by Joint Selection Committees in accordance with subclause B4 - cannot be reviewed or appealed.

K2 - Appeals about promotions and temporary transfer to higher office

- K2.1 The 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 J1.2.
- K2.2 This appeal mechanism will apply to:
- K2.2.1 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);
 - K2.2.2 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).
- K2.3 For the purposes of subclause K2.2, 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 section K3 of this Agreement).
- K2.4 For the purposes of paragraph K2.2.2, any suitably qualified officer may appeal the decision.
- K2.5 For appeals concerning promotion or transfer to a higher office or role under subclause K2.2, 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

- K2.6 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:
- K2.6.1 is in writing; and
 - K2.6.2 is received by the Convenor within fourteen calendar days of the decision to take the action being notified in the Gazette; and
 - K2.6.3 seeks to appeal an appealable decision as set out in subclause K2.2.
- K2.7 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 cooperate with the process.

Composition of Appeal Panel

- K2.8 Where an application is received by the Convenor in accordance with the requirements set out in subclause K2.6, subject to subclause K2.7 the Convenor will set up an Appeal Panel.
- K2.9 The Appeal Panel will comprise a nominee of the relevant Directorate, a nominee of the employee and a chairperson, where:
- K2.9.1 the chairperson is agreed between the employee and the head of service 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.
- K2.10 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.
- K2.11 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 K2.9.

Appeal Panel Recommendations

- K2.12 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 head of service that the decision that is the subject of the application:
- K2.12.1 be confirmed; or
 - K2.12.2 be varied; or
 - K2.12.3 other action taken.
- K2.13 The head of service will inform the appellant and affected parties in writing of their decision and the reasons for the decision, within 28 calendar days.

K3 - Process review

- K3.1 An officer may seek a review of the process leading up to a decision about:
- K3.1.1 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;
 - K3.1.2 decisions to promote or not promote an officer;
 - K3.1.3 decisions to appoint or not appoint an employee, or to engage or not engage an employee, on a temporary contract;
 - K3.1.4 decisions to transfer, or not to transfer, an employee; and

- K3.1.5 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.
- K3.2 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

- K3.3 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 head of service that:
 - K3.3.1 is in writing; and
 - K3.3.2 describes how the applicant believes the process was not conducted properly, and provides reasons for this; and
 - K3.3.3 is received by the head of service within fourteen calendar days of the employee being advised of the decision, or becoming aware of the decision; and
 - K3.3.4 seeks to review a reviewable process as set out in subclause K3.1.

Conducting a Process Review

- K3.4 Subject to subclause K3.3 the head of service must arrange for an application to be reviewed by an independent person (the reviewer) who may be:
 - K3.4.1 a suitably skilled person who was not involved in the original action; or
 - K3.4.2 a person chosen from a panel of providers.
- K3.5 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.
- K3.6 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.
- K3.7 After reviewing the information and evidence provided under subclause K3.5, the independent reviewer will provide a report to the head of service, which either:
 - K3.7.1 confirms that the process was conducted in accordance with the provisions of this Agreement, the PSM Act, and PSM Standards; or
 - K3.7.2 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

L1 - Definitions

- L1.1 Excess officer means an officer who has been notified in writing by the head of service that he or she is excess to an ACTPS Directorate's requirements because:
 - L1.1.1 the officer is included in a class of officers employed in an ACTPS Directorate, which class comprises a greater number of officers than is necessary for the efficient and economical working of the Directorate; or
 - L1.1.2 the services of the officer cannot be effectively used because of technological or other changes in the work methods of the relevant Directorate or changes in the nature, extent or organisation of the functions of the relevant Directorate.

- L1.2 Potentially excess officer means an officer who is formally notified they are likely to become an excess officer in a foreseeable space of time.

L2 - Application

- L2.1 The ACTPS recognises the need to make the most effective use of the skills, abilities and qualifications of its officers in a changing environment. When positions become excess, the relevant Directorate will seek to redeploy permanent officers within the Directorate or the ACTPS in order to avoid or minimise an excess officer situation. Should redeployment not be possible, voluntary redundancy, reduction in classification and involuntary redundancy will be considered in that order. Throughout these procedures the relevant Directorate will, where practicable, take into consideration the personal and career aspirations and family responsibilities of affected officers.

L3 - Consultation

- L3.1 Where it appears to the head of service that a position is likely to be either potentially excess or excess to an ACTPS Directorate's requirements, and prior to any individual officer(s) being identified, the head of service will, at the earliest practicable time, advise and discuss with the AEU, the following issues (as appropriate in each case):
- L3.1.1 the number and classification of officers in the part of the Directorate affected;
 - L3.1.2 the reasons an officer is or officers are likely to be excess to requirements;
 - L3.1.3 the method of identifying officers as excess, having regard to the efficient and economical working of the relevant Directorate and the relative efficiency of officers;
 - L3.1.4 the number, classification, location and details of the officers likely to be excess;
 - L3.1.5 the number and classification of officers expected to be required for the performance of any continuing functions in the part of the Directorate affected;
 - L3.1.6 measures that could be taken to remove or reduce the incidence of officers becoming excess;
 - L3.1.7 redeployment prospects for the officers concerned;
 - L3.1.8 the appropriateness of using voluntary retirement; and
 - L3.1.9 whether it is appropriate for involuntary retirement to be used if necessary.
- L3.2 The discussions under subclause L3.1 will take place over such time as is reasonable, taking into account the complexity of the restructuring and need for potential excess officer situations to be resolved quickly and will comply with the consultation requirements of G1. Any use of involuntary redundancy will be agreed between the head of service and the AEU at this stage and will not be used without the written agreement of the head of service and the AEU.
- L3.3 The head of service will comply with the notification and consultation requirements for the AEU and Centrelink about terminations set out in the FW Act.
- L3.4 The head of service will, at the first available opportunity, inform all officers likely to be affected by an excess staffing situation of the terms and operation of this Section.
- L3.5 Where a redundancy situation affects a number of officers engaged in the same work at the same level, elections to be made voluntarily redundant may be invited.
- L3.6 Nothing in this Agreement will prevent the head of service inviting officers who are not in a redundancy situation to express interest in voluntary redundancy, where such redundancies would permit the redeployment of potentially excess and/or excess officers who do not wish to accept voluntary redundancy.

L4 - Notification

- L4.1 Except where a lesser period is agreed between the head of service and the officer, the officer will not, within one month after the AEU has been advised under subclause L3.1, be invited to volunteer for retirement nor be advised in writing in accordance with subclause L4.4 that he or she is excess to the relevant Directorate's requirements.

Potentially Excess Officers

- L4.2 At the point where individual employees can be identified, the head of service will advise the officer(s) that a position(s) is likely to become excess and that the employee may be affected. In that advice the officer(s) will also be advised that the officer may be represented by a union or other employee representative at subsequent discussions. The head of service will discuss with the officer(s) and, where chosen, the union or other employee representative(s) the issues dealt with in paragraphs L3.1.1 through L3.1.9 (as appropriate in each case).
- L4.3 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 L4.6.

Excess Officers

- L4.4 Subject to subclause L4.1 the notification of an officer's excess status will only be given when the consultation required under clause L3 and the consultation required under subclause L4.2 has taken place. Following such consultation, where the head of service is aware that an officer is excess, the head of service will advise the officer in writing.
- L4.5 An excess officer is subject to the redeployment provisions in clause L4.6.
- L4.6 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 L6.10.3.

L5 - Redeployment

- L5.1 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.
- L5.2 Once an officer has been notified that they are potentially excess or excess in accordance with subclause L4.2 and L4.4 respectively, the officer will be registered by their Directorate on the Redeployment Register.
- L5.3 The head of service will consider a potentially excess or excess officer from other ACT Public Service agencies in isolation for vacancies at the officer's substantive level.
- L5.4 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 SLB to transfer to a SLA.
- L5.5 Under this clause an excess officer will be given preference over a potentially excess officer.
- L5.6 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 L5.4.
- L5.7 The head of service will make every effort to facilitate the placement of an excess officer, within the service.
- L5.8 The head of service will arrange reasonable training that would assist the excess officer's prospects for redeployment.

L5.9 The head of service will provide appropriate internal assistance and career counselling and assist as necessary with the preparation of job applications.

L6 - Voluntary Redundancy

L6.1 Subject to subclause L4.1, at the completion of the discussions in accordance with clause L3 -, the head of service may invite officers to elect to be made voluntarily redundant under this clause.

L6.2 Where the head of service invites an officer to elect to be made voluntarily redundant, the officer will have a consideration period of a maximum of one month from the date of the offer in which to advise the head of service of the officer's election, and the head of service will not give notice of redundancy before the end of the one month consideration period.

L6.3 To allow an officer to make an informed decision on whether to submit an election to be made voluntarily redundant, the head of service must provide the officer with advice on:

L6.3.1 the sums of money the officer would receive by way of severance pay, pay instead of notice, and paid up leave credits; and

L6.3.2 the career transition/development opportunities within the ACTPS.

L6.4 The officer should seek independent advice on:

L6.4.1 amount of accumulated superannuation contributions;

L6.4.2 the options open to the officer concerning superannuation; and

L6.4.3 the taxation rules applicable to the various payments.

L6.5 The relevant directorate will supplement the costs of independent, accredited financial counselling incurred by each officer who has been offered voluntary redundancy up to a maximum of \$1000. The head of service will authorise the accredited financial counsellors to invoice the relevant Directorate directly.

L6.6 Subject to subclause L6.7, where the head of service approves an election to be made redundant and gives the notice of retirement in accordance with the PSM Act, the period of notice will be one month, or five weeks if the officer is over forty-five years old and has completed at least two years continuous service.

L6.7 Where the head of service so directs, or the officer so requests, the officer will be retired at any time within the period of notice under subclause L6.6, and the officer will be paid in lieu of pay for the unexpired portion of the notice period.

Severance Benefit

L6.8 An officer who elects to be made redundant in accordance with this clause will be entitled to be paid either of the following, whichever is the greater:

L6.8.1 a sum equal to two weeks of the officer's pay for each completed year of continuous service, plus a pro rata payment for completed months of continuous service since the last year of continuous service. The maximum sum payable under this paragraph will be 48 weeks pay; or

L6.8.2 twenty-six weeks pay.

L6.9 For the purpose of calculating any payment instead of notice or part payment, the pay an officer would have received had he or she been on annual leave during the notice period, or the unexpired portion of the notice period as appropriate, will be used.

L6.10 For the purpose of calculating payment under subclause L6.8:

L6.10.1 where an officer has been acting in a higher position for a continuous period of at least twelve months immediately preceding the date on which he or she receives notice of retirement, the pay level will be the officer's pay in such higher position at that date;

- L6.10.2 [this subclause is not relevant to the Common Terms and Conditions for employees covered by this Agreement];
- L6.10.3 the inclusion of other allowances, being allowances in the nature of pay, will be subject to the approval of the head of service.

L7 - Retention Period for Excess Officers

- L7.1 An excess officer who does not accept voluntary redundancy is entitled to a seven month retention period.
- L7.2 The retention period will commence:
 - L7.2.1 on the day the officer is advised in writing by the head of service that he or she is an excess officer; or
 - L7.2.2 in the case of an officer who is invited by the head of service to submit an election to be retired - one month after the day on which the election is invited.
- L7.3 At the end of the retention period, if the officer has not been redeployed, the officer will be offered a choice of:
 - L7.3.1 a suitable vacant position at the officer's substantive level, to be transferred to in accordance with the PSM Act; or
 - L7.3.2 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.
- L7.4 To be transferred to a suitable position in accordance with subclause L7.3.1 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.

L8 - Reduction in Classification

- L8.1 Where efforts to redeploy at level have failed and where the officer has refused the offer of voluntary redundancy, the head of service with the agreement of the officer may reduce the officer in classification and place the officer in a specific position.
- L8.2 Reduction in classification is to occur in accordance with the PSM Act.

L9 - Involuntary Retirement

- L9.1 An excess officer may be made involuntarily redundant, subject to the agreement of the AEU. This clause applies to excess officers who are not:
 - L9.1.1 retired with consent;
 - L9.1.2 redeployed to another position; or
 - L9.1.3 reduced in classification.
- L9.2 An officer may be involuntarily retired subject to the agreement of the AEU, such agreement not to be withheld if, during or after six months from the date the officer was declared excess, the officer:
 - L9.2.1 does not accept a transfer in accordance with the PSM Act; or
 - L9.2.2 has refused to apply for, or be considered for, a position for which the officer could reasonably be expected to be qualified to perform, either immediately or in a reasonable time.
- L9.3 Where the head of service believes that there is insufficient productive work available for an excess officer during the retention period, the head of service may make the officer involuntarily redundant before the end of the retention period.

- L9.4 An excess officer will not be involuntarily retired if he or she has not been invited to elect to be voluntarily retired with benefits, or has made such an election and the head of service refuses to approve it.
- L9.5 Where the head of service involuntarily retires an excess officer, the officer will be given no less than four weeks' notice of the action proposed; or five weeks if the officer is over forty-five years old and has completed at least two years of continuous service. This notice period will, as far as practicable, be concurrent with the seven month retention period.

L10 - Income Maintenance Payment

- L10.1 An officer who has been receiving a higher rate of pay for a continuous period of at least twelve months and who would have continued to receive that pay rate, except for the excess officer declaration, will be considered to have the higher pay rate.
- L10.2 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.
- L10.3 The income maintenance pay exists for the retention period or the balance of the retention period.
- L10.4 If an officer is involuntarily retired, the entitlements, including paying out the balance of the retention periods, where applicable, will be calculated on the income maintenance pay rate. If an officer is involuntarily retired during the retention periods the officer's date of retirement is the date that the officer would have retired after the retention period ceased, not the date of the involuntary retirement. All final entitlements will be calculated from the latter date.
- L10.5 If an officer is involuntarily reduced in classification during the retention period, the officer will be entitled to be paid at the income maintenance pay rate for the balance of the retention period.
- L10.6 All allowances in the nature of pay will be included in determining the income maintenance pay rate.

L11 - Leave and Expenses to Seek Employment

- L11.1 At any time after the officer has been advised under subclause L4.2 of being potentially excess, the officer is entitled to paid leave to seek alternative employment. Leave granted under this clause will be for periods of time to examine the job and to attend interviews. Reasonable travelling time will also be granted.
- L11.2 The officer will be entitled to any reasonable fares and other incidental expenses if these are not met by the prospective employer.

L12 - Use of Personal Leave

- L12.1 The use of personal leave will not extend the retention periods of an officer unless these periods are supported by a medical certificate and/or are of such a nature as to make the seeking of employment during certificated personal leave inappropriate.
- L12.2 An officer who is receiving income maintenance will have those payments continued during certified personal leave periods of up to a total of six months.

L13 - Appeals

- L13.1 Without affecting the officer's rights under the FW Act, an excess officer has the right under Section J to appeal any decision taken in relation to the officer's eligibility for benefits under clause L4.6, L9 and, the amount of such benefits, or the amount payable by way of income maintenance under clause L10.
- L13.2 An excess officer has the right under Section J to appeal against the giving, in accordance with clause L9 of a notice of involuntary redundancy.

L14 - Agreement Not to Prevent Other Action

- L14.1 Nothing in this Agreement will prevent the reduction in classification of an officer or the retirement of an officer as a result of action relating to discipline, invalidity, inefficiency or loss of essential qualifications.

L15 - Re-engagement of Previously Retrenched Officers

- L15.1 Despite the PSM Act, officers who are involuntarily retired from the ACTPS can be engaged at any time by the Head of Service.
- L15.2 Officers who elect to be made voluntarily redundant under clause L4.6 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 L6.8 or L7.3.2, except with the written consent of the Head of Service (In person).

Section M Fire Related Activities

M1 - Application

- M1.1 Section M applies to 'fire trained employees' from the ACT Parks and Conservation Service (PCS) that have the potential to be called on as part of the operational fire related activities of the PCS or employees outside of the PCS who have been nominated, and approved by the Director of PCS, to undertake fire management duties as directed.

M2 - Fire Trained Employees

- M2.1 The head of service will, upon recommendation from the Director PCS, approve a list of employees as 'fire trained employees'. Employees who have been trained as 'fire trained employees' will be required to undertake fire management duties as directed. An employee's career opportunities will not be disadvantaged as a result of undertaking these fire-related activities.
- M2.2 A 'fire trained employee' will provide assurance to the head of service to undertake fire management duties as directed.
- M2.3 PCS will maintain a fire readiness roster based on a minimum of 140 'fire trained employees' to undertake fire related activities. All nominated employees must be available to meet the fitness and training requirements and meet the roster requirements.
- M2.4 The head of service will authorise employees (as agreed by the Director PCS), to undertake fire management duties and to undertake all requisite training and fitness assessments.
- M2.5 The roster will take account of family responsibilities and other relevant factors brought to the attention of PCS by the employee or the employee's representative. Those factors will be taken into account to the extent possible, provided the agreed standard of coverage, as contained in the Memorandum of Understanding (MOU) between the Director-General (EPSDD) and the Director-General (JaCS), is maintained at all times.

M3 - Training

- M3.1 All nominated employees will be required to complete minimum competency based fire training. This will include an annual fire preparedness session to update employees' knowledge of fire behaviour and safety, as well as an annual fitness assessment and a current Working With Vulnerable People (WWVP) registration.

M4 - Fitness Standards

- M4.1 All 'fire trained employees' must demonstrate the specified fitness standard on an annual basis, as follows:

M4.1.1 Arduous: ability to complete a 4.8km hike with a 20kg pack in 45 minutes; or

M4.1.2 Moderate: ability to complete a 3.2km hike with an 11kg pack in 30 minutes.

M4.2 'Fire trained employees' who are required to undertake fire suppression tasks on an active fire ground and who are unable to meet the specified fitness standard may be required to participate in a fitness improvement program funded and approved by PCS.

M4.3 'Fire trained employees' who do not meet the fitness standard will be given adequate support and encouragement to meet the fitness standard but will not be eligible to participate in fire suppression tasks until they are able to meet the fitness standard. If possible, these employees will be assigned non fire suppression tasks until they are able to demonstrate the specified fitness standard. If non fire suppression tasks are not available they will be excluded from the readiness roster.

M5 - Rostering and Duty Allocation

M5.1 All 'fire trained employees' who are approved to undertake fire management tasks will be included on a readiness roster during each bush fire season. The roster will be prepared to take account of employees' leave requirements to the extent possible, provided that all positions on the roster are filled at all times during the bushfire season.

M5.2 'Fire trained employees' on the readiness roster will undertake nominated duties during regular work hours as directed by the rostered fire duty officer. In the event of a fire, suppression tasks will take priority over the nominated duties.

M5.3 'Fire trained employees' on the readiness roster will remain on duty (possibly beyond the end of their regular shift) until the end of the standby period for each day.

M6 - Definition of Incident Levels, Commencement and Cessation

M6.1 An incident is defined as an unplanned fire (wildfire) requiring the attendance of an authorised employee or appliance, where that employee or appliance has been directed to attend by a suitably authorised ACT PCS member or the ACT Rural Fire Service (RFS).

M6.2 Three levels of incident, for the purposes of Incident Rate of Pay (IROP), are defined as follows:

M6.2.1 Level 1 Incident: A small and comparatively simple wildfire that is contained by first response crews without the requirement for a second shift and the incident controller is based in the field. There is no formal declaration of Level 1 Incidents.

M6.2.2 Level 2 Incident: A larger and/or more complex incident where sectors and an incident management team have been established to effectively manage resources, is attended by more than one agency, may involve more than one shift and has been declared a Level 2 Incident by the Senior Manager, Fire PCS.

M6.2.3 Level 3 Incident: A large and/or complex incident where divisions, sectors and an incident management team have been established to effectively manage resources, is attended by more than one agency, involves more than one shift and has been declared a Level 3 Incident by the Senior Manager, Fire PCS.

M7 - Definitions for Fire related activities

M7.1 The following definitions apply to fire related activities:

M7.1.1 Standby – means to be ready or available to act and be prepared for advice to proceed.

M7.1.2 Stand down – means to end a period of standby, return to normal duty.

M7.1.3 Readiness roster – means a roster detailing employees available for standby.

M8 - Incident Rate of Pay (IROP)

- M8.1 IROP will be payable from when a 'fire trained employee' is deployed to an incident from their depot or overnight accommodation by a suitably authorised ACT PCS member or the ACT RFS, until they return to their depot or overnight accommodation. IROP will not be payable in the event that an employee is deployed to an incident but the deployment is cancelled before they arrive at the incident.
- M8.2 An incident can be physically located either within or outside the Australian Capital Territory (ACT). IROP is not payable during the travel stage both from and back to the ACT.
- M8.3 IROP is not payable during periods of standby, or for prescribed burning activities.
- M8.4 IROP payments will not count as salary for any other purpose. Payment will be made as higher duties allowance (HDA) at the top increment of the pay scale as provided for in this clause. Despite subclauses C9.5 and C9.6, overtime payments for the purpose of this clause will be paid at the top increment of the Incident Position as provided for in this clause or at the employee's ordinary hourly rate of pay, whichever is the greater. In all other regards, overtime payments will be in accordance with subclauses C9.11 to C9.15 inclusive.
- M8.5 The IROP Payments are (Incident Position, Rate of Pay (Paid at Top Increment)):
- M8.5.1 Level 1 Incident
 - M8.5.1 (a) Crew Member, GSO5
 - M8.5.1 (b) Crew Leader (light unit, tanker, RAFT), GSO6
 - M8.5.1 (c) Sector Leader (Incident Controller for Level 1), GSO8
 - M8.5.2 Level 2 Incident
 - M8.5.2 (a) Crew Member, GSO6
 - M8.5.2 (b) Crew Leader (light unit, tanker, RAFT), GSO7
 - M8.5.2 (c) Sector Leader, GSO9
 - M8.5.2 (d) Divisional Commander, GSO10
 - M8.5.2 (e) Incident Management Team (IMT) member, ASO6
 - M8.5.2 (f) Operations Officer, Logistics Officer, Planning Officer (IMT), SOGC
 - M8.5.2 (g) Incident Controller, SOGB
 - M8.5.3 Level 3 Incident
 - M8.5.3 (a) Crew Member, GSO7
 - M8.5.3 (b) Crew Leader (light unit, tanker, RAFT), GSO9
 - M8.5.3 (c) Sector Leader, GSO10
 - M8.5.3 (d) Divisional Commander, SOGC
 - M8.5.3 (e) Incident Management Team (IMT) member, SOGC
 - M8.5.3 (f) Task Force Leader, SOGC
 - M8.5.3 (g) Liaison Officer, SOGC
 - M8.5.3 (h) Operations Officer, Logistics Officer, Planning Officer (IMT), SOGB
 - M8.5.3 (i) Incident Controller, SOGA
- M8.6 Where an employee's ordinary hourly rate of pay exceeds the IROP payable, the employee will be paid at their ordinary hourly rate of pay.

M9 - Other Payments and Benefits

- M9.1 The Travel allowance provided at Annex C of this Agreement will be paid for travel between work locations where an employee is directed to undertake fire standby duties at a location other than their normal work location and is required to travel to the standby location in their own motor vehicle.
- M9.2 'Fire Fighters leave' will accrue (pro-rata) at the rate of half a day for each Saturday or Sunday worked in a fire season, to a total of five days leave. That is, for each Saturday or Sunday that an employee works, an employee will accrue a half day of leave, so if they work a whole weekend they will have accrued one full day of leave. If there are any changes to the Fire Danger and Readiness levels, as set by the ACT PCS, this will trigger a review of the above agreed terms.
- M9.3 The maximum total additional leave under subclause M9.2 and subclauses F7.7 and F7.8 will be five days of paid annual leave per year.
- M9.4 'Fire trained employees' who undertake fire management duties, attend the fire preparedness day, satisfy the fire competency at the arduous fitness standard and are registered under WWVP, will be paid a Training and Fitness payment of \$200. Where a 'fire trained employee' otherwise meets the above criteria but only satisfies the fire competency at the moderate fitness standard, a payment of \$100 will be made.

PART 2: EDUCATION DIRECTORATE SPECIFIC CONDITIONS

Section N Teaching as a Profession

N1 - Professional Registration

- N1.1 Teachers employed by the Directorate are required to have professional registration (Full, Provisional or Permit to Teach) with the ACT Teacher Quality Institute, in accordance with the *ACT Teacher Quality Institute Act 2010* and Regulations.
- N1.2 Where a teacher no longer has professional registration, for example, by not reaching the required probation and full registration standard, by failing to renew registration or if the ACT Teacher Quality Institute cancels registration, this may result in the termination of the teacher's employment with the Directorate.

N2 - Public Sector Conduct

- N2.1 Clauses in this Agreement must be applied in a manner that promotes the values and general principles of the ACTPS set out in Section 9 of the PSM Act.
- N2.2 These clauses are designed to contribute to fairness, integrity and good public administration in relation to matters impacting on Directorate employees.

N3 - Teachers' Code of Professional Practice

- N3.1 The *Teachers' Code of Professional Practice (Code)*, or its replacement, outlines expected professional behaviours of teachers covered by this Agreement and is structured to complement section 9 of the PSM Act. If a teacher's actions are inconsistent with the Code and thereby breach Section 9 of the PSM Act, discipline action in accordance with Section H of this Agreement may be taken.

N4 - Developing Classroom Teachers

- N4.1 The following three stages for classroom teachers have been included for the purposes of targeting development and support and identifying expectations of performance and professional responsibilities:
- | | | |
|--------|------------------------|----------------------------|
| N4.1.1 | New Educators | at increments 1.1 to 1.3 |
| N4.1.2 | Experienced Teachers 1 | at increments 2.1 to 2.4 |
| N4.1.3 | Experienced Teachers 2 | at increments 3.1 and 3.2. |

N5 - New Educator Development

- N5.1 The Directorate and the AEU are committed to the development of new educators through the:
- | | |
|--------|--|
| N5.1.1 | delivery of effective induction programs to ensure that they are effectively supported, prepared and informed of their responsibilities and entitlements as they begin in their roles, and |
| N5.1.2 | provision of high-quality coaching and mentoring programs designed to meet their individual professional development. |

New Educator Induction

N5.2 All new educators will participate in a five day induction program prior to commencement of the school year.

New Educator Support

N5.3 New Educators have reduced face-to-face teaching hours to facilitate enhanced support and mentoring:

N5.3.1 in year one, the maximum face-to-face teaching hours per new educator is:

N5.3.1 (a) 20 hours per week in preschools and primary schools; and

N5.3.1 (b) 18 hours per week in high schools and colleges.

N5.3.2 in years two and three, the maximum face-to-face teaching hours per new educator per year is:

N5.3.2 (a) 21 hours per week in preschools and primary schools; and

N5.3.2 (b) 18.5 hours per week in high schools and colleges.

N5.4 From the commencement of Semester 2, 2020, the maximum face-to-face teaching hours for the purposes of N5.3.1(a) and N5.3.2(a) will reduce by 30 minutes to 19.5 (year one) and 20.5 (years 2 and 3) hours per week, respectively.

N5.5 This time is to be used flexibly to provide a coaching and mentoring support program designed to meet the development needs of each first year teacher. The specific organisational details will be decided by the school in adapting the program for the teacher over time, for example:

N5.5.1 releasing the new educator and/or the mentoring teacher, as appropriate;

N5.5.2 allocating the time weekly, fortnightly or monthly for planned purposes; or

N5.5.3 concentrating the time allocation and support program within an appropriate period, e.g. within the first semester.

N5.6 In addition to the reduction in face-to-face teaching hours, the new educator support program will provide resources to schools for a total of six days for each new educator. These days are in addition to the two days of approved professional learning detailed in subclause N7.2.

N5.7 New educators appointed with one year of teaching experience but less than four years of teaching experience will have their entitlement to new educator support days allocated on a pro rata basis in accordance with the *New Educator Support Guidelines*.

N5.8 New educators negotiate with their supervisor during term 1 each year a New Educator Support Plan outlining the intended use of the New Educator support days for that year. The New Educator Support Plan should be attached to their performance and development plan (probationary assessment).

N6 - Highly Accomplished and Lead Teacher (HALT)

N6.1 The Directorate and the AEU value and encourage great teaching through recognition and reward for teachers who achieve high standards of excellence, as described in the *Australian Professional Standards for Teachers* (the Standards).

N6.2 Principals are encouraged to discuss certification at the Highly Accomplished Teacher or Lead Teacher career stages of the Standards with staff through the performance and development discussion and to offer support as they engage with the certification process.

N6.3 The head of service will provide a financial reward to teachers in the classifications of Classroom Teacher and School Leader C who achieve certification at the Highly Accomplished Teacher or Lead Teacher career stages.

N6.4 The financial reward will be effective from the 27 January each year, comprising:

N6.4.1 an additional salary increment for teachers on the Classroom Teacher salary scale, or

N6.4.2 a HALT payment equivalent to the top increment for teachers at the top of the Classroom Teacher salary scale or in the School Leader C classification, to be paid fortnightly for one calendar year.

	Jan 2019	Jan 2020	Jan 2021	Jan 2022
HALT Payment	\$6,126	\$6,309	\$6,499	\$6,694

N6.4.3 the payment at subclause N6.4.2 will be paid to part time teachers on a pro rata basis.

N6.5 HALT entitlements for interstate teachers whose certification is recognised by TQI will be determined by the head of service on a case-by-case basis with regard to entitlements awarded by the certifying state and remaining years of the current certification period.

N6.6 Teachers who achieve certification at the higher career stages of the Standards will be encouraged to take up leadership roles in modelling exemplary teaching practice and in building capacity for excellent teaching within schools and across the system.

N7 - Annual Professional Learning Program

N7.1 The Directorate and the AEU agree that continuing professional learning and development should build and support quality teaching through:

N7.1.1 aligning professional learning with the core role of teachers as outlined in subclause P1.1, and

N7.1.2 making time during normal working hours for all teachers to engage in professional learning communities to build capacity to improve student learning in the classroom.

N7.2 The annual professional learning program must be developed in accordance with the Government's professional learning framework described within the *ACT Teacher Quality Institute Act 2010* and associated Regulations, Directions and procedures, which can be accessed on the ACT Teacher Quality Institute website.

N7.3 Generally, a working day prior to the first day of the school year (i.e. the day prior to the planning day) will be a designated system induction day.

N7.3.1 On this designated day, no school or system professional learning activities for classroom teachers can be scheduled, except for the system induction day.

N7.3.2 Teachers not required to attend the system induction day may elect to undertake personal learning and development on this day.

N7.4 All full time teachers are required to participate in a minimum of two days per year of approved professional learning. This professional learning will be allocated as follows.

N7.4.1 One day is devoted to a whole of system/whole of sector priority as determined by the Directorate and conducted in a designated stand down period. By the end of

October each year, the Directorate will advise whether this system day is required for the following school year.

N7.4.2 One day is identified by the school for school based professional learning activities and conducted in a designated stand down period.

N7.4.3 When the system day is not required, this day may be used in accordance with subclause N7.4.2.

N7.4.4 Wherever possible, the two days of approved professional learning at subclauses N7.4.1 and N7.4.2 are to be scheduled between the end of designated annual leave and the start of the school year.

N7.5 Following final determination of dates for system and school professional learning days provided under subclauses N7.4.1 and N7.4.2, each principal will develop an annual professional learning program, which integrates these two days and the professional learning community programs at clause N8. The plan will take account of the *Sustainable Workload Management and Practice Guidelines*.

N7.6 The principal will provide written advice to staff as soon as practicable after the start of the school year specifying:

N7.6.1 dates of professional learning activities, together with any other relevant information concerning the activity to be undertaken during each school term;

N7.6.2 scheduling of professional learning community programs during the school year.

N7.6.3 the requirement to attend the two days of approved professional learning at subclauses N7.4.1 and N7.4.2 or to seek a variation under subclause N7.11.

N7.7 Part time teachers' minimum professional learning days will be calculated on a pro rata basis. Distribution of these days will be negotiated with the principal, and will normally involve attendance for the whole of a professional learning activity. To accommodate such attendance, the principal may:

N7.7.1 negotiate a variation of attendance at another time so that normal hours of work for the week are not exceeded; or

N7.7.2 elect to pay the teacher for attendance beyond their usual hours of duty on the day of the professional learning activity.

N7.8 To maximise capacity to plan for attendance at professional learning activities, professional learning for both school based and office based teachers should be scheduled in accordance with the principles outlined in clause P7 of this Agreement.

N7.9 The school's annual professional learning program should:

N7.9.1 be a coherent program, consistent with the system or school development plan and/or an individual's performance and development plan;

N7.9.2 enhance the knowledge or skills of teachers that will lead to improved student learning;

N7.9.3 enable teachers to reflect on their current practice;

N7.9.4 typically involve teachers in collaboration with other teachers or relevant professionals;

N7.9.5 typically lead to follow up activities such as further research, discussion, experimentation or collaboration;

N7.9.6 provide teachers with opportunities to develop leadership capabilities; and

- N7.9.7 build quality teaching practice.
- N7.10 Principals are required to maintain an accurate record of teachers' attendance at professional learning activities.
- N7.11 A teacher who cannot attend a professional learning activity on the two approved professional learning days at subclauses N7.4.1 and N7.4.2 may:
- N7.11.1 request approval to make up the professional learning activity at an alternate time agreed with the principal; or
 - N7.11.2 for absences known in advance, submit an application for leave in advance of the absence, accompanied by relevant documentation; or
 - N7.11.3 for unexpected absences, submit an application for leave accompanied by the appropriate documentation as soon as the teacher returns to work.
- N7.12 In accordance with clause F4, any request for personal leave under subclauses N7.4.1 and N7.4.2 must be accompanied by a medical certificate from a registered health professional or by reasonable evidence that the leave is essential at that time.
- N7.13 Any teacher not attending professional learning who is not covered by subclauses N7.11.1, N7.11.2, or N7.11.3 will be deemed to be on unauthorised leave without pay.
- N7.14 Non-attendance at required professional learning may constitute misconduct and could be subject to disciplinary proceedings.
- N7.15 Principals (SLA) will participate in an additional five days of professional learning to be acquitted by 1 November each year. The purpose of these additional days is to undertake:
- N7.15.1 strategic planning and professional development for the school, cluster or system;
 - N7.15.2 planning and organisation of professional learning for other school employees;
 - N7.15.3 attendance at educational conferences or meetings; and
 - N7.15.4 personal professional development.

N8 - Professional Learning Community Program

- N8.1 Teaching improves when teachers learn from each other. Research indicates that regular, structured, collaborative professional learning programs in schools, known as 'professional learning communities', have a direct impact on continuous improvement of teaching and learning in the classroom. Teachers participating in professional learning communities regularly come together to engage in professional conversations and investigations at the workplace. With the support of colleagues, each teacher can focus attention on addressing educational issues directly relevant to their students' learning needs in the classroom and to their own teaching practice to meet these needs.
- N8.2 Professional learning community programs include, but are not limited to:
- N8.2.1 peer observation in the classroom and feedback;
 - N8.2.2 analysis of evidence for student learning
 - N8.2.3 examination and development of teaching practices to meet student learning needs; and
 - N8.2.4 school based action research groups.
- N8.3 Schools' professional learning community programs should build quality teaching practice. School based professional learning community programs are to be conducted during the school's required hours of attendance at clause P1.

- N8.4 The focus for professional learning community programs at the school will be designed by the participating teachers in consultation with their supervisor(s) and principal. Programs will be designed to support teachers to develop their professional knowledge, professional practice and professional engagement in order to meet expectations of performance and professional responsibilities as they progress through each stage.
- N8.4.1 New Educator – meet the Proficient Teacher career stage of the Standards in order to achieve full teacher registration and develop along the classroom practice continuum within the Proficient Teacher career stage;
- N8.4.2 Experienced Teacher 1 – further develop along the classroom practice continuum within the Proficient Teacher career stage; and
- N8.4.3 Experienced Teacher 2 – further develop along the classroom practice continuum within the Proficient Teacher career stage and with the capacity to work towards certification at the Highly Accomplished Teacher and Lead Teacher career stage of the Standards.
- N8.5 Casual teachers regularly engaged by the school are to be included in professional learning community programs. The Directorate, supported by the AEU, will actively promote a broad range of professional learning opportunities for casual teachers, including programs directly related to the craft of relief teaching.

N9 - Professional Learning Recognition Payment

- N9.1 In recognition of the importance of professional learning for teachers and school leaders, all eligible employees will receive a one-off professional learning recognition payment of \$750.
- N9.2 The professional learning recognition payment is provided to enhance professional learning and other teaching supports such as purchasing voluntary scholastic tools and programs e.g. books targeting teaching and educational leadership, podcasts, webinars, learning tools, and professional registration and association fees.
- N9.3 All permanent, temporary and eligible casual employees who are on duty or on approved leave on the pay period that this Agreement commences operation will receive this payment.
- N9.4 Only one payment is payable to an employee. This is a pre-tax payment and will not count as pay or service for any purpose.

Section O Workplace Health and Safety

O1 - Safety in the Workplace

- O1.1 The Directorate will ensure that the risk of occupational violence to staff in Directorate workplaces is eliminated so far as is reasonably practicable.
- O1.2 Occupational violence of any kind will not be tolerated in Directorate workplaces. Where the head of service is made aware of instances of occupational violence, they will:
- O1.2.1 investigate concerns in a timely manner; and
- O1.2.2 ensure that resources, support and training are available, in accordance with the Directorate's Occupational Violence Policy and Management Plan to minimise the risk to employees.
- O1.3 All employees will undertake mandatory occupational violence training with refresher training every two years.

O2 - Health and Safety Representatives

- O2.1 In accordance with Division 2.1.2 of the *Work Safety Regulation 2011* the employer of a work safety representative has a duty to allow the representative to take the time off work, without loss of pay or other entitlements, that is reasonably necessary for the representative:
- O2.1.1 to exercise the functions of a health and safety representative; and
 - O2.1.2 to undertake an approved training course, or an approved refresher training course, within 3 months after the day the representative is elected.
- O2.2 Principals and Managers should ensure appropriate resources including at least 80 hours over the school year of paid time are allocated to support the functions and training of their health and safety representative.

Section P Core Role of Teachers

P1 - Professional Responsibilities of Teachers

- P1.1 The core role of teachers is to improve student learning. Within this core role, the professional responsibilities and regular pattern of work of a teacher includes:
- P1.1.1 instruction of students;
 - P1.1.2 supervision of students;
 - P1.1.3 curriculum planning;
 - P1.1.4 assessment of student learning;
 - P1.1.5 reporting of student learning;
 - P1.1.6 parent/teacher interviews; and
 - P1.1.7 professional learning.
- P1.2 A teacher's duties also includes attendance at meetings and activities to enrich the educational experiences of students, subject to the requirements to negotiate and review in accordance with the *Sustainable Workload Management and Practice Guidelines*.
- P1.3 The remuneration package paid to teachers is for the total performance of their professional responsibilities and not simply for hours spent at the workplace.
- P1.4 In recognition of teachers' professional responsibilities, the pattern of required hours of attendance outside of timetabled face-to-face teaching may vary from school to school and may be negotiated with the principal on an individual or collective basis. Such arrangements must be recorded and must contain a mechanism for review at least once each year. These variations will be made in accordance with clause A8 of this Agreement.
- P1.5 The required hours of attendance for a part time teacher are pro rata, based on their part time fraction.
- P1.6 There is an expectation that teachers should be able to access reasonable breaks during the working day. The minimum break over a school day is 30 minutes, which is separate from normal release time. The arrangements may vary from school to school, taking into account operational requirements. The duration of such a break is not included in the required hours of attendance detailed in subclause P1.4.

P2 - The School Year

- P2.1 The school year is a maximum of 197 days in length.
- P2.2 The first day of the school year is a day when schools are not open for student attendance.

P3 - The Teaching Year

- P3.1 The teaching year is the period during which the school is open for student attendance.
- P3.2 The teaching year is 196 days for the preschool, primary and secondary sectors. However, in colleges, 170 days are teaching days with the balance acquitted through assessment, moderation and other teaching and learning related activities.
- P3.3 Any adjustment to the number of teaching days specified must be approved by the head of service.

P4 - Class Sizes

- P4.1 The Directorate and the AEU recognise the fundamental contribution of class size to the learning outcomes for students, quality of teaching, and the health and wellbeing of teachers as outlined in the agreed *EDU and AEU Class Sizes Policy*.
- P4.2 Any matter arising from this policy can be managed or resolved in accordance with clause G2 or clause I3 of the Agreement.

P5 - Face-to-Face Teaching

- P5.1 'Face-to-face teaching', in relation to a particular teacher:
- P5.1.1 means regular rostered teaching sessions in a documented approved course of study for which the teacher has primary responsibility for education delivery; and
 - P5.1.2 includes sessions of direct student instruction rostered or required by the principal:
 - P5.1.2 (a) as inbuilt relief (a class for which the teacher is not ordinarily timetabled or scheduled as responsible at that time); or
 - P5.1.2 (b) for curricular or pastoral functions involving student supervision, student counselling or consultation; or
 - P5.1.2 (c) in the case of a teacher librarian, for student contact and consultation in the library.

P6 - Face-to-Face Teaching Loads

- P6.1 Face-to-face teaching loads should be equitably distributed. The teaching load of an individual teacher is not to be unreasonable or excessive. In achieving this, Principals must take into account each teacher's total contribution to the life of the school.

Preschools and Primary Schools

- P6.2 Classroom teachers in preschools and primary schools may be required to teach a maximum of 21 hours and 30 minutes face-to-face per week.
- P6.3 New Educators may be required to teach maximum face-to-face hours per week as outlined in subclauses N5.3.1(a), N5.3.2(a) and N5.4 of this Agreement.
- P6.4 Executive Teachers Professional Practice (ETPP) may be required to teach up to a maximum of 21 hours 30 minutes face-to-face per week. This maximum includes:
- P6.4.1 any time spent modelling exemplary classroom teaching, and

P6.4.2 observing other classroom teaching for the purpose of coaching and mentoring. Specific teaching loads will be determined on a school-by-school basis.

P6.5 Specific teaching loads for ETPP will be determined on a school-by-school basis. The face-to-face teaching component may be varied in consultation with the ETPP.

P6.6 From Semester 2, 2020, the maximum face-to-face teaching hours for the purposes of P6.2 and P6.4 will reduce by 30 minutes to a maximum of 21 hours per week.

P6.7 School Leader Cs (SLCs) may be required to teach a maximum of 16 hours face-to-face per week.

P6.8 SLCs at Birrigai@Tidbinbilla, Jervis Bay School and the Cooperative School may be required to teach a maximum of 12 hours face-to-face per week on the basis that there is no School Leader Bs (SLBs) in the school leadership structure.

P6.9 SLBs may be required to teach a maximum of eight hours face-to-face per week.

P6.10 There are no teaching load requirements specified for School Leader As (SLAs).

P6.11 Other arrangements in respect of playground duty supervision and other non-teaching requirements of teachers will be set by each school on the basis of their staffing provisions.

High Schools and Colleges

P6.12 Classroom teachers in high schools and colleges may be required to teach a maximum of 19 hours face-to-face per week averaged over the teaching year. However, face-to-face teaching loads should not exceed 20 hours per week unless alternative teaching arrangements have been agreed between the principal and the teacher, such as:

P6.12.1 the teacher requests the average hours as part of a flexibility arrangement in accordance with section E; or

P6.12.2 there is a short term need at the school and where exceptional circumstances justify it.

P6.13 New Educators may be required to teach maximum face-to-face hours per week as outlined in subclauses N5.3.1(b) and N5.3.2(b) of this Agreement.

P6.14 Executive Teachers Professional Practice (ETPP) may be required to teach up to a maximum of 19 hours face-to-face per week. This maximum includes any time spent:

P6.14.1 modelling exemplary classroom teaching, and

P6.14.2 observing other classroom teaching for the purpose of coaching and mentoring.

P6.15 Specific teaching loads for ETPP will be determined on a school-by-school basis. The face-to-face teaching component may be varied in consultation with the ETPP.

P6.16 SLCs may be required to teach a maximum of 12 hours face-to-face per week.

P6.17 SLBs may be required to teach a maximum of eight hours face-to-face per week.

P6.18 There are no teaching load requirements specified SLAs.

P6.19 Other arrangements in respect of playground duty supervision and other non-teaching requirements of teachers will be set by each school on the basis of their staffing provisions.

Alternative settings

P6.20 Classroom Teachers, SLCs and SLBs alternative settings may be required to undertake face-to-face teaching loads up to the maximum specified for the section of the school in which they work (e.g. preschool, primary school, high school or college).

P6.21 The principal will facilitate procedures for the collation of data on teaching loads at least annually.

Variation in Face-to-Face Teaching Loads

- P6.22 With approval from the relevant Director School Improvement (DSI), principals may vary face-to-face teaching loads for individual teachers within the maximum specified within the relevant sectors. The purpose for which such variations may be approved will be related to professional responsibilities in accordance with clause P1.

P7 - Scheduling of meetings and other activities

- P7.1 As outlined in subclause P1.1, teachers' professional responsibilities and patterns of work extend beyond hours of face-to-face teaching, release time, rostered supervision and professional learning. The Directorate and the AEU acknowledge that teachers have an obligation to attend to their professional responsibilities. The Directorate and the AEU further acknowledge that teachers working in schools and colleges may have personal responsibilities that need to be discharged.
- P7.2 Accordingly, teachers must take account of their ongoing professional obligations in planning their personal commitments and schools must consider such issues in scheduling meetings and other activities at which teacher attendance is required.
- P7.3 Reasonable notice should be provided of meetings and other activities at which teacher attendance is required. Where possible, regular meetings and other scheduled activities should be included in the year/term planner.
- P7.4 Schools negotiate local arrangements around meetings and other activities at which teacher attendance is required. Such arrangements must contain a mechanism for review at least once each year.

P8 - Sustainable Management of Workload and Practice

- P8.1 The Directorate and the AEU acknowledge that:
- P8.1.1 the current level of workload is an issue that needs to be addressed; and
 - P8.1.2 workload should be monitored at all levels to ensure equitable distribution and the maintenance of a healthy and productive workplace.
- P8.2 The Directorate has responsibility for management of workload issues to ensure consistency. The Directorate acknowledges this responsibility by taking a supportive, problem-solving and preventative approach to teacher workload.
- P8.3 Good management practices in every school includes the regular review of work practice and general procedures in the workplace.
- P8.4 Schools must develop a School EA Implementation Plan (Plan) annually, in accordance with the agreed template, to effectively manage the workload of teachers, in consideration of the school's educational programs and operational requirements, ensuring that they are able to focus on their core role.
- P8.5 The Plan must be developed and completed by the Principal in consultation with the school executive team and teaching staff in the school.
- P8.6 The Principal will finalise the Plan, in agreement with the AEU Sub-Branch President or representative, and the Plan will be provided to all teaching staff in the school and the relevant DSI in Term 1.
- P8.7 The Directorate and the AEU will monitor the implementation of this clause through the Directorate Consultative Committee (DCC), or its equivalent for employees covered by this Agreement.

P9 - Information and Communication Technologies

- P9.1 The Directorate recognises the right for employees to disconnect from all work-related information and communication technologies outside of agreed hours of work, except where circumstances justify. This means:
- P9.1.1 Teachers are not required to access work-related information and communication technologies for work or communication purposes outside standard working hours; and
 - P9.1.2 Teachers are encouraged to disconnect from all work-related information and communication technologies and are encouraged to refrain from digital communications e.g. sending emails and/or text messages.

Section Q Means of Engagement

Q1 - Permanent Employment

- Q1.1 In accordance with the PSM Act, unless otherwise determined by the head of service, all teachers are appointed on probation. Appointment on probation applies regardless of the classification at which an appointment is made.
- Q1.2 At the time of an offer of employment on probation, the head of service will inform the person in writing of the period of probation that will apply.
- Q1.3 In recognition of the complex nature of teaching, the probationary period applicable to all teachers is 12 months for fully registered teachers, and up to 15 months for provisionally registered teachers, unless otherwise determined by the head of service.
- Q1.4 If the head of service considers that further time is needed for a fair assessment to be made, the period of probation may be extended. The head of service will inform the teacher in writing of this decision before the end of the initial probationary period.
- Q1.5 A decision of the head of service to accept the recommendation to terminate the appointment of an officer on probation, in accordance with the PSM Act, is excluded from the Section I Internal Review Procedures and Section J Appeal Mechanism of this Agreement.
- Q1.6 To avoid doubt, an officer on probation is able to seek a review of the officer's probation under the internal review procedures contained in Section I of this Agreement, except in relation to a decision to terminate the officer's employment.
- Q1.7 Directorate support provided to teachers on probation includes:
- Q1.7.1 induction;
 - Q1.7.2 orientation at the school level;
 - Q1.7.3 coaching/mentoring;
 - Q1.7.4 reduced face-to-face teaching hours for new educators, as outlined in clause N5 of this Agreement; and
 - Q1.7.5 additional professional learning, as outlined in clauses N7 and N8 of this Agreement.

Salary On Engagement

- Q1.8 Teachers are placed on the classroom teacher incremental salary scale, detailed at Annex A of this Agreement, based on recognition of qualifications and prior experience, including both teaching and other work experience. All prior experience will be recognised in full years only.

- Q1.9 Details on recognition of additional qualifications and prior experience are contained in *Guidelines for Incremental Salary Advancement*.

Q2 - Temporary Employment

- Q2.1 This clause applies whenever the duties of a teacher, part time or full time, are required to be performed for a period within a school term which is in excess of 20 continuous school days up to 12 months.
- Q2.2 The decision to engage a teacher as a temporary teacher rather than as a permanent teacher will be made on sound workforce planning grounds and in accordance with subclause A2.2.
- Q2.3 A teacher engaged as a temporary teacher will be issued with a contract of employment prior to the commencement of each new period of temporary employment.

Continuous service and conditions of employment

- Q2.4 A teacher engaged as a temporary teacher, except as otherwise stated in this clause, will be entitled to the same conditions of employment as apply to a permanent teacher in an equivalent classification.
- Q2.5 The provisions of subclause Q2.3 will apply, except that the teacher will accrue personal leave in accordance with subclause F4.12, annual leave in accordance with subclause F7.5 and that leave entitlements may not be anticipated.
- Q2.6 Breaks of up to 12 weeks, including stand down periods and annual leave, between successive temporary contracts will not constitute breaks in continuous service providing at least the equivalent of one full day of casual employment is completed in that 12 week period.
- Q2.7 Periods of approved unpaid leave will not count for service but will not constitute breaks in service for the purposes of this clause.
- Q2.8 Any breaks in service for which a permanent teacher would be covered by the provisions of personal leave or bereavement leave, will be considered as part of the 20 days.
- Q2.9 Annual leave accrued but not taken under clause Q2.5 will be paid out at the end of the temporary contract.
- Q2.10 Where a teacher engaged on a temporary contract for term four has accepted a contract for at least term one of the next school year prior to the designated pay out date, the teacher will be entitled to pro rata annual leave, full payment for public holidays and stand down from the end of the designated annual leave period.
- Q2.11 If a teacher engaged on a temporary contract for term 4 has not been offered a contract for at least term 1 of the new school year by the designated pay out date but subsequently accepts a contract for at least term 1 of the next school year prior to the first working day following 26 January, the commencement date of the new temporary contract will be the day following the end of the designated annual leave period.
- Q2.12 If a teacher is offered a temporary contract at any time during week one of term 1, the start date of the contract will be from the first day of attendance at the workplace.
- Q2.13 A teacher who has successive temporary contracts on either side of a stand down period will receive payment for the stand down period.

Ratings

- Q2.14 The recruitment ratings for temporary teachers will be reviewed over the life of this Agreement. The outcomes of the review will be agreed with the AEU.

Salary on Engagement

- Q2.15 Salaries for temporary teachers will be assessed in accordance with subclause Q1.8 and Q1.9 and will be reassessed on the occasion of each engagement.

Q3 - Casual Employment

- Q3.1 Teachers seeking casual employment are required to apply with the Directorate for approval to work in ACT public schools.
- Q3.2 Suitable teachers will be issued with a casual teacher identification card which must be presented to each school on engagement.
- Q3.3 Approval to seek casual employment may be cancelled by the head of service at any time where a teacher's performance or conduct is unsatisfactory.
- Q3.4 Engagement of all teachers seeking casual employment must only be made through the Directorate's central booking system.

Casual Pay Arrangements

- Q3.5 There are two categories of casual teacher payment– Casual teacher rate 1 and Casual teacher rate 2 detailed at Annex A of this Agreement:
- Q3.5.1 Casual teacher rate 2 will be paid to teachers who:
- Q3.5.1 (a) if eligible to be employed on long term contract or as a permanent teacher would be entitled to payment at top of the classroom teacher salary scale;
 - Q3.5.1 (b) have been employed at the top of the classroom teacher scale or in a promotions position in an ACT Government public school or equivalent; or
 - Q3.5.1 (c) have completed the equivalent of seven years recognised full time service.
- Q3.5.2 Casual teacher rate 1 will be paid to casual teachers other than those paid in accordance with subclause Q1.5.
- Q3.6 A rate equivalent to three hours pay will be payable to teachers engaged for casual relief who are advised that their services are not required after a firm booking unless 24 hours prior notice is given.
- Q3.7 Unless otherwise agreed by the teacher, the minimum payment on each occasion when a casual teacher is called for and attends for duty will be three hours, whether or not the casual teacher is required to work for those three hours.
- Q3.8 When a teacher engaged for casual relief attends for less than the normal school day the teacher will receive 1/6th of the appropriate daily rate for each hour or pro rata hour of attendance.

Conditions of Employment

- Q3.9 A casual teacher is not eligible for paid leave other than long service leave.
- Q3.10 Casual teachers undertaking relief for a class (primary) or teaching load (secondary) for more than 5 continuous days will be expected to perform duties in accordance with subclause P1.1 and relevant face-to-face teaching in accordance with clauses P5 and P6 of this Agreement.
- Q3.11 Casual teachers will have access to professional learning opportunities, which may be funded by schools.

- Q3.12 Teachers engaged, subject to Q3.10, for casual relief will not be expected to perform duties outside the hours of the ordinary program of the school at which they are engaged.
- Q3.13 When a school decides to cancel the services of a teacher engaged for casual relief for reasons related to professional values or behaviours, the principal will provide counselling to the teacher engaged for casual relief in accordance with clause H3 of this Agreement.

Access to ICT

- Q3.14 During their agreed hours of work all employees based in schools must be provided adequate time and facilities to access relevant information and communication technology (ICT) for work related purposes. The access must be appropriate to the employee's role and duties and may included (without limiting), as relevant:
- Q3.14.1 work email systems;
 - Q3.14.2 educational platforms such as Google Drive;
 - Q3.14.3 systems for student administration and work, health safety management e.g. Riskman;
 - Q3.14.4 word processing software;
 - Q3.14.5 printers and copiers;
 - Q3.14.6 telephone services;
 - Q3.14.7 internet and intranet browsing; and
 - Q3.14.8 accounting and business management programs.
- Q3.15 Appropriate access includes the dedicated provision of ICT solutions to staff where a reasonable percentage of their work is simplified by the issuing of a device to the staff member.
- Q3.16 Access to such technology must be in accordance with privacy consideration including those of the *ACT Workplace Privacy Act 2011*.

Q4 - Permit to Teach Employees

- Q4.1 Permit to teach employees are employees who have attained a permit to teach with TQI where:
- Q4.1.1 they have completed their professional experience component and all methodology units but are yet to be awarded their final academic teaching qualification; or
 - Q4.1.2 they have specialist knowledge or training, skills or qualifications, or have completed a teaching qualification that does not meet the eligibility requirements for full or provisional registration; and
 - Q4.1.3 have been offered a teaching position in a school where a suitable registered teacher is not available to fill the position.
- Q4.2 Permit to teach employees (refer to Q4.1) may be engaged for casual or temporary employment but will not be eligible for permanent employment.
- Q4.3 Permit to teach employees are not yet fully qualified teachers and must be appropriately supervised whilst working in a school.
- Q4.4 Casual rates for Permit to Teach employees are contained in Annex A of this Agreement.

Q5 - Associates

- Q5.1 This clause applies to teachers employed through the Teach for Australia Program which is due to cease in 2020.

- Q5.2 Associates complete a two year in-school placement, under mentorship, combined with academic study.
- Q5.3 Associates may be required to teach 80 percent of the maximum face-to-face teaching hours of classroom teachers in their school sector:
- Q5.3.1 17 hours 12 minutes in preschools and primary schools
- Q5.3.2 15 hours 12 minutes in high schools and colleges.
- Q5.4 Associates are eligible for New Educator Support Days.
- Q5.5 Salary rates are at Annex A of this Agreement. The rates paid to Associates are calculated to be:
- Q5.5.1 80 percent of Classroom Teacher increment 1.2 in their first year placement; and
- Q5.5.2 80 percent of Classroom Teacher increment 2.1 in their second year placement.
- Q5.6 On successful completion of the Teach for Australia Program, Associates are appointed to a permanent classroom teacher position.

Section R Workforce Management

R1 - Workforce Planning

- R1.1 Principals are responsible, in consultation with DSIs, for developing the preferred workforce profile for the school. In developing the workforce profile, principals should take into account:
- R1.1.1 the objectives of the school's strategic plan;
- R1.1.2 opportunities to recruit staff to the ACT public education system;
- R1.1.3 opportunities to support teachers' career development; and
- R1.1.4 opportunities to support teacher transfer across the system.
- R1.2 Teaching staff changes should be managed according to the guiding principle of reasonable change. Accordingly, where staff turnover, including contract teachers, over any two consecutive calendar years is expected to be or has been less than 10 percent per year or greater than 25 percent per year the principal work with the head of service to assess the situation and develop a plan, as appropriate.

R2 - Principal, School Leader and Teacher Placement

- R2.1 In this section, the term 'school' will be used to mean school and Education Support Office (ESO).
- R2.2 DSIs, principals and managers plan the optimum placement end dates of individual principals/school leaders/teachers, and subsequent transfer, through the career development discussions with reference to principals'/ school leaders'/teachers' career plans and the need to sustain and renew educational programs. Such discussions with principals/school leaders/teachers will be conducted in accordance with the *Career Development Discussion Guidelines*.
- R2.3 All placements of principals/school leaders/teachers are for a maximum of five years. The placement end date is 26 January, after the final year of placement. Details of placements are as follows:
- R2.3.1 All permanent principals/school leaders/teachers have been advised of their placement end date. These will not change as a result of the provisions in this section.

- R2.3.2 Placement end dates will not be varied to account for periods of leave or temporary transfer.
- R2.3.3 Generally, a principal's/school leader's/teacher's first placement in a school or ESO position will be for five years.
- R2.3.4 Graduate teachers are initially placed for five years, including any period of temporary position placement or contract at the school to which they are appointed.
- R2.3.5 Subsequent placements for all principals/school leaders/teachers are for periods up to five years.
- R2.3.6 There is no limit on the number of times a principal's/school leader's/teacher's placement at a school can be continued for periods of up to five years.
- R2.4 The DSI, principal or manager will review a principal's/teacher's placement end date through the career development discussion early in the year prior to its effect. This review will determine whether the principal/teacher:
 - R2.4.1 will continue their placement at the school for another period of up to five years, or
 - R2.4.2 must apply for transfer, to take effect from 27 January in the following year.
- R2.5 The DSI, principal or manager will advise the principal/teacher in writing of the decision concerning their placement end date following the career development discussion and no later than the end of term 2.
- R2.6 The principal or manager must maintain flexibility in managing their teaching workforce in order to provide for the educational needs of students and to achieve the objectives of teacher transfer, as outlined in clause R3 of this Agreement.
- R2.7 A principal/teacher may seek to have the grounds for the decision concerning their placement end date reconsidered by informing their DSI, principal or manager within 14 calendar days of receipt of the decision. The reconsideration will be undertaken by a panel comprising the Executive Group Manager, School Improvement or DSI, a principal from another school and an AEU nominee.
- R2.8 The DSI, principal or manager will give due consideration to individuals' personal circumstances and needs in making decisions concerning teacher transfer or continuation of placement.
- R2.9 The head of service has the right and obligation to place permanent principals/teachers in suitable positions, as required. This requirement takes precedence over any other method of filling vacancies.

R3 - Teacher and School Leader Transfer

- R3.1 Teacher and school leader transfer links closely with quality teaching, professional learning, career planning, performance management and leadership development in helping to develop a capable and sustainable teaching workforce. By transferring to new settings throughout their careers, classroom teachers and school leaders gain a broad experience and contribute to renewal of school communities through incorporation of new perspectives.
- R3.2 All teachers and school leaders have a responsibility to plan their career pathways and professional growth, including placement and transfer options, through the *Teacher, School Leader and Principal Performance and Development Framework*.
- R3.3 Transfer must not be used to solve performance issues. Any teacher or SLB/SLC undergoing Underperformance, in accordance with clause H4, will not be permitted to transfer until they have undertaken sufficient development with principal/manager and colleague support.

- R3.4 All teachers and school leaders may apply for transfer at any stage during their placement.
- R3.5 Where a teacher or school leader wishes to apply for transfer prior to the end of their placement, they should advise their principal/manager or DSI of this intention as soon as possible. In dealing with compassionate transfers, special consideration of an individual's circumstances and needs will occur.
- R3.6 The arrangements for SLB/SLC transfer will be reviewed over the life of this Agreement. The outcomes of the review will be agreed between the Directorate and the AEU.
- R3.7 Unless specifically referred to in this section, the provisions outlined in this section apply to the exclusion of provisions contained in the PSM Act and any related provisions contained in the PSM Standards.

Incentives to transfer

- R3.8 Successful experience in a range of settings is valued for its contribution to quality teaching, quality student outcomes, professional development, career advancement and promotion.
- R3.9 Receiving schools will provide transferred teachers, through their performance and development plan, access to professional development to assist in their transition to the new educational setting.

Annual classroom teacher transfer process

- R3.10 Teachers identified for transfer will be considered for placement through the annual teacher transfer process. Vacancies unable to be filled through transfer or central placement will go to open advertisement in accordance with subclause R4.1.
- R3.11 The objectives of the transfer process are:
 - R3.11.1 to ensure that all vacancies are able to be efficiently and effectively filled by the end of the school year; and
 - R3.11.2 to provide opportunities for current teachers to transfer within the ACT public school system.
- R3.12 The decision that a teacher will transfer can be withdrawn by mutual agreement between the teacher and principal.
- R3.13 The onus is on the teacher to nominate a reasonable range of positions/schools to enable successful transfer. Principals have a responsibility to support the teacher in this process and support career development through the performance and development plan.
- R3.14 A teacher who is unsuccessful in transferring at the end of their nominal placement at a school will be placed in accordance with subclause R2.9.
- R3.15 Further details on the transfer process are documented in the *Procedures for Filling Classroom Teacher Vacancies*.

R4 - Classroom Teacher and School Leader Vacancies

- R4.1 Classroom teacher vacancies will be filled in accordance with the *Procedures for Filling Classroom Teacher Vacancies*.
- R4.2 School leader vacancies will be filled in accordance with the *Procedures for Filling School Leader Positions*.

R5 - Employing Graduate Teachers

- R5.1 Details on the employment of graduate teachers are documented in the *Procedures for Filling Classroom Teacher Vacancies*.

R6 - Joint Selection Committees

- R6.1 The Directorate is committed to the use of joint selection committees for teacher and school leader vacancies.
- R6.2 The composition of the Joint Selection Committee (JSC) must be in accordance with the *Procedures for Filling Classroom Teacher Vacancies* and *Procedures for Filling Classroom Teacher Vacancies*. Members of a JSC must have appropriate training, skills and experience.
- R6.3 The Directorate will continue to provide agreed selection committee training and will maintain a list of teachers who have completed such training.

R7 - Review

- R7.1 A promotion by joint selection committee is not appellable however the process may be reviewable in accordance with clause K3.

Section S School Leadership

S1 - School Leadership

- S1.1 This section applies to teachers in SLA, SLB and SLC classifications.
- S1.2 General provisions for teaching staff will apply to school leaders unless specifically stated otherwise.

S2 - Professional Learning

- S2.1 Educational leadership is important for enhancement of student outcomes, promotion of staff excellence, and for the effective and efficient operation of schools. The school leader role requires significant planning, administration and management, which is frequently undertaken outside of school hours.
- S2.2 This Agreement acknowledges that school leaders will devote an identified proportion of designated stand down periods throughout the year in strategic management and leadership tasks and in professional learning activities.
- S2.3 School Leaders will participate in professional learning as outlined in clauses N7 and N8.

S3 - Career Development for School Leader C

- S3.1 All employees should be afforded a continuum of leadership development opportunities in accordance with the *ACT School Leadership Strategy*. All employees in the SLC classification will be provided opportunities and strongly encouraged to develop the full range of school leadership capabilities within each placement period at a school to support career progression.
- S3.2 To facilitate this, the SLC classification will include a role emphasis on either school operations or professional practice i.e. Executive Teacher, School Operations and Executive Teacher, Professional Practice. Over the period of placement at a school, usually for five years, all executive teachers will have the opportunity to experience aspects of both roles in order to develop the full range of school leadership capabilities.
- S3.3 These roles will be reviewed annually by the executive teacher and the principal through the career development discussion, and adjusted as necessary taking into account the school's operational requirements and the individual executive teacher's career development needs.
- S3.4 The *Guidelines for School Leader C Career Development* provide support through the detailed role descriptions, expectations and responsibilities. The Guidelines will be reviewed over the life of

this Agreement and the outcomes of the review will be agreed between the Directorate and the AEU.

- S3.5 Certification at the Highly Accomplished Teacher career stage of the Australian Professional Standards for Teachers, in accordance with the *Teacher Quality Institute ACT Certification Guide: ACT Certification of Highly Accomplished and Lead Teachers*, will be strongly encouraged and deemed 'highly desirable' in selection processes for SLC.

S4 - Principal Health and Wellbeing

- S4.1 The Directorate and the AEU recognise that professional learning and professional supports can assist greatly in maintaining the health and wellbeing of principals and help them to cope with the stresses and demands of the role.
- S4.2 The Directorate supports principals taking personal action to increase health and wellbeing supported by colleagues and by contemporary training programs such as those developed by the Principals Australia Institute.
- S4.3 The Directorate is committed to the implementation of recommendations outlined in the *EDU Principal Health and Wellbeing Plan*, in partnership with the AEU.
- S4.4 The Directorate will continue to provide opportunities for principals to:
- S4.4.1 build and engage in professional support networks on a regular basis
 - S4.4.2 have professional conversations with experienced principal mentors, such as retired principals, about their principal roles and the day-to-day functioning of their schools
 - S4.4.3 participate in professional learning on leadership and management of schools, including dealing with difficulties and conflicts in the workplace, and gaining and providing feedback on workplace performance and behaviours.

Section T Office Based Teacher Conditions

T1 - Hours of Duty

- T1.1 With the exception of directors (SLA) and directors (SLB), ordinary hours of work for office based teachers are 147 hours over a four week period (i.e. an average of 73 hours 30 minutes per fortnight or 36 hours 45 minutes per week). Ordinary daily hours of work are 7 hours 21 minutes.
- T1.2 For part time teachers, hours are those designated for the job or agreed in their part time work agreement.

T2 - Scheduling of Meetings

- T2.1 To assist employees to meet their personal responsibilities, where possible, all meetings in the Directorate are to be scheduled at times that take into account those responsibilities.
- T2.2 Where possible, regular meetings and other scheduled activities should be included in the year/term planner.

T3 - Personal and Career Development

- T3.1 For the duration of their placement in the office, teachers will negotiate a personal career and development plan suitable to the continuing development and enhancement of their professional skills and talents. The plan must include a process for professional appraisal and may be based on the *Teacher, School Leader and Principal Performance and Development Framework* and the *ACTPS Performance and Capability Framework*.

T4 - Flexitime

- T4.1 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.
- T4.2 Flexitime is not available to:
- T4.2.1 casual employees;
 - T4.2.2 employees above the SLC level;
 - T4.2.3 part-time employees, except where agreed and expressed in their part-time work agreement in accordance with subclause E2.5 or E4.5.
- T4.3 For flexitime 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:
- T4.3.1 the opportunity to access flexitime accrued; and
 - T4.3.2 being productively employed i.e. the head of service may require an employee not to accumulate flex credits before 8:30 am or after 4:51 pm where there is insufficient work or an employee cannot be sufficiently managed.
- T4.4 SLC employees in ESO may negotiate suitable alternative time-in-lieu arrangements in consultation with their managers. These arrangements must be documented and approved at Executive Branch Manager level, and will replace any flexitime arrangements previously in operation for that individual.
- T4.5 Hours of work arrangements will be in accordance with operational requirements and workplace health and safety principles. This means that patterns of working hours that have the potential to impact on the health of an employee, such as working long hours in a condensed period or avoiding meal breaks so as to depart early from work, should be avoided.
- T4.6 A settlement period will comprise two pay periods (i.e. four weeks).
- T4.7 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.
- T4.8 An employee may have a maximum flexitime 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 head of service and the employee.
- T4.9 There is no provision to cash out flexitime credits either during a period of employment with the Directorate or upon separation or transfer out of the Directorate.
- T4.10 The maximum flexitime debit that may accrue is ten hours in any settlement period. Part-time employees that have access to flexitime 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 D5 of this Agreement.
- T4.11 Any flexitime debits an employee has, if the employee ceases employment with the Directorate, will be recovered from any termination payment owing to the employee, except in the case of death.
- T4.12 Accrued flexitime credits will be taken at such times and in such a period or periods as are agreed between the employee and the head of service and approved prior to taking accrued flexitime. It is the responsibility of both the employee and the head of service to take steps to ensure that accrued flexitime credits can be taken as time off, in accordance with this clause.

- T4.13 Teachers with accrued flextime credits must be given the opportunity to take the credit prior to the completion of their placement. Flextime credits cannot be transferred to a school based position.
- T4.14 An employee not complying with these flextime provisions may be directed to work standard hours or the employee's standard working pattern. Standard hours are 8.30am to 12.30pm and 1.30pm to 4.51pm Monday to Friday, for an employee whose hours of work are provided for in subclause B5.3 of this Agreement (36.75 hours per week).

T5 - Recovery Leave Arrangements for SLAs and SLBs

- T5.1 The Directorate has a responsibility to minimise the extent to which excessive hours are worked by SLA and SLB employees. As far as practicable, the Directorate will develop strategies to try to reduce the incidence of excessive hours being worked by this group of employees.
- T5.2 The working arrangements, including working hours, for an employee who is a SLA and SLB will be agreed between the employee and their manager/supervisor. In considering these working arrangements, the employee and the manager/supervisor will take into account in particular:
- T5.2.1 the operational requirements and workload demands of the Directorate or business unit; and
 - T5.2.2 the interests of the employee in achieving a reasonable work-life balance.
- T5.3 SLA and SLB employees may be required to work extensive hours over a significant period because of the nature of their duties and responsibilities.
- T5.4 In recognition of excessive hours performed, recovery leave arrangements set out in subclauses T5.6 and T5.7 apply. These arrangements do not apply to:
- T5.4.1 casual employees; or
 - T5.4.2 officers with a pay less than that of SLB who have been, or will be, performing the duties of a position of SLA and SLB for a continuous period of less than one term.
- T5.5 Recovery leave is not a substitute for flex time and an employee is not entitled to any or all of the credited five days recovery leave unless the employee can demonstrate that extensive hours have been worked.
- T5.6 An eligible employee will be provided with a credit of five days non-cumulative recovery leave on 1 April each year under the following conditions:
- T5.6.1 where possible the leave will be taken after a period of extensive hours performed or immediately before a period of anticipated extensive hours to be worked; and
 - T5.6.2 the leave is to be taken within twelve months of the credit being granted, at a time agreed between the employee and the manager/supervisor; and
 - T5.6.3 those days not taken by the employee within twelve months of the credit being provided will lapse; and
 - T5.6.4 the credit is provided on the basis that the employee maintains appropriate attendance records and submits an application for leave on an approved form; and
 - T5.6.5 the leave taken at any given time must be in whole days up to a maximum of two consecutive working days.
- T5.7 Employees who become eligible for recovery leave part way through the twelve month period commencing on 1 April will be provided with a pro-rata credit rounded up to the nearest whole day.

- T5.8 If an employee's application for leave under this clause is not approved due to operational reasons, the employee and his/her manager/supervisor will determine a mutually convenient alternative time, or times, for the employee to take the leave. Where agreement cannot be reached, the employee must be allowed to take the leave subject to reasonable notice being given.
- T5.9 Employees will not receive payment on separation from the ACTPS of any unused recovery leave entitlement.

T6 - Graduated Return to Work

- T6.1 Unless otherwise agreed and recorded with the head of service, office based teacher conditions will apply to teachers placed in the office on a graduated return to work placement.

T7 - Annual Leave and Stand Down on Commencement

- T7.1 A teacher will not normally be required to commence in an office based position until after the Christmas Shutdown/Public Holiday period.
- T7.2 The manager in consultation with the employee will determine the commencement date of the placement after 1 January.
- T7.3 Designated annual leave provisions will apply and annual leave must be taken from the first working day after the last day of term 4 until the commencement date of the placement.
- T7.4 Commencement dates for placement of office based teachers will not normally fall during a stand down period.
- T7.5 The placement dates for office based teachers will include any stand down periods following the commencement of the placement.

T8 - Stand Down and Accrued Annual Leave

- T8.1 Office based teachers are required to attend work or take leave during any stand down periods covered by the placement dates.
- T8.2 It is expected that office based teachers will exhaust all available annual leave credits, accrued during the period of the placement, prior to their return to school.
- T8.3 For office based teachers with annual leave credits in excess of 2.5 years of entitlement, reduction of excess annual leave will be managed in accordance with subclauses F7.20 to F7.23.
- T8.4 Where an office based teacher has accrued 2.5 years or more of annual leave entitlement, an application for leave by that teacher will, if not recommended by his or her supervisor, be forwarded to the relevant Executive Branch Manager for further consideration.

T9 - Vacation Child Care Subsidy

- T9.1 This clause applies to office based teachers (other than a casual employee or a temporary employee who has been engaged by the ACTPS for a period of less than twelve months) with school age children who makes a timely application, with regard to work and/or rostering arrangements applying in their particular business unit, based on their accrued annual leave, purchased leave or long service leave during school holidays that is rejected. In these circumstances the head of service will make payment to the employee for each calendar year based on:
- T9.1.1 fifty two dollars per day towards the cost of each school child enrolled in an accredited school holiday program;
- T9.1.2 up to a maximum of \$260 per child per five days;

- T9.1.3 up to a maximum of ten days per child per year;
- T9.1.4 up to a maximum of three children; and
- T9.1.5 reimbursement on production of a receipt.
- T9.2 An accredited school holiday program is a program approved and/or subsidised by a State, Territory or Local Government.
- T9.3 The payment will apply only on the days when the employee is at work.
- T9.4 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.
- T9.5 An employee whose domestic partner receives a similar benefit from the partner's employer is not eligible for the payment.

Section U School Psychologists

U1 - Qualifications

- U1.1 School psychologists must be registered with the Psychology Board of Australia (PsyBA). The Directorate may employ provisional psychologists undertaking the PsyBA approved practice program with additional requirements of supervision and training.

U2 - Professional Service and Responsibilities

- U2.1 School psychologists provide a psychological service to enhance student learning, engagement and wellbeing. The role of the school psychologist can include:
 - U2.1.1 collaboration with other professionals, as part of a multidisciplinary team, to support and enhance student learning and engagement;
 - U2.1.2 conducting psychological and educational assessments, writing comprehensive reports and providing recommendations;
 - U2.1.3 when appropriate, support student learning and wellbeing by making referrals to directorate programs and external agencies;
 - U2.1.4 counselling for children and young people;
 - U2.1.5 consultation, development, and evaluation of behaviour, social emotional and individual learning plans;
 - U2.1.6 assisting in managing critical incidents;
 - U2.1.7 conducting mental health risk assessments;
 - U2.1.8 assisting in the selection, design, implementation and evaluation of prevention programs;
 - U2.1.9 consulting with key stakeholders, including teachers, parents, school administrators and external agencies;
 - U2.1.10 providing information and psychological education to students, school staff, parents, carers and external stakeholders; and
 - U2.1.11 supporting the development of policy and processes.
- U2.2 The role of the school psychologist will be carried out:
 - U2.2.1 in accordance with the Professional and Ethical Standards outlined by the PsyBA; and

U2.2.2 in consultation with the School Leadership Team.

U3 - Salary and conditions

- U3.1 The salary rates For School Psychologist, Senior Psychologist and Manager, Psychologist are at Annex A to this Agreement.
- U3.2 The conditions of employment include those set out in this Agreement. Specific conditions set out in this Agreement relating to the professional role of teachers as educators will not apply to school psychologists. These exclusions will be agreed between the Directorate and the AEU.

U4 - Monitoring of workload

- U4.1 Good management includes the regular review of work practice and general procedures in the workplace.
- U4.2 The head of service will monitor and manage the workload of school psychologists to ensure they are able to focus on their core role as described in subclause U2.1.
- U4.3 The Directorate and AEU acknowledge that there a number of workload issues arising from existing administrative processes and procedures relevant to the the professional service and responsibilities of school psychologists.
- U4.4 The Directorate will work with the AEU to develop strategies to ensure that existing administrative processes and procedures impacting on school psychologists' workload will be reviewed and agreed changes between the Directorate and the AEU will be implemented by the end of the school year 2020.
- U4.5 The Directorate will work collaboratively with the AEU in the co-design of the School Psychology Services, including agreement to the approach prior to implementation by the end of the school year 2019.

Section V Recognition of Work and Life Responsibilities

V1 - Regular Part Time Work and Job Sharing

- V1.1 As a means of promoting family friendly policies in the workplace, the Directorate and the AEU fully support teachers' access to part time employment and job sharing. These arrangements can be an effective means of reconciling the sometimes conflicting demands of a teacher's work and personal commitments.
- V1.2 This section should be read in conjunction with the *Facilitating Part Time Work Arrangements: Guidelines for Principals/Managers and Employees*.
- V1.3 Applications for part time work, the part time teacher's load and an appropriate pattern of attendance will be considered on the basis of the personal commitments of the teacher and the operational requirements of the school or section.
- V1.4 For teachers returning from maternity or parental leave see clause E6 of this Agreement.

V2 - Regular Part Time Work for School Based Teachers and School Leaders

- V2.1 The term 'part time teacher' includes both permanent and temporary part time teachers who work less than full time hours.
- V2.2 In negotiating the placement of a permanent part time position, the Directorate will employ a permanent part time teacher at any fraction agreed to by the teacher and the principal/manager or the DSI (in the case of a principal).

- V2.3 Once set for each school year, the part time work fraction will not normally be altered. A temporary variation in the fraction, including a temporary conversion or reversion to full time work, must be approved by the head of service.
- V2.4 Teachers working part time may elect to undertake casual teaching, up to the equivalent of a full time load.
- V2.5 Part time teachers who were previously full time permanent teachers may only revert to full time work at their substantive level:
- V2.5.1 at the date initially agreed to by the teacher and principal/manager or the DSI (in the case of a principal);
 - V2.5.2 in accordance with subclause V2.3; or
 - V2.5.3 by applying for full time positions.
- V2.6 Permanent part time teachers who have become permanent by being appointed to positions created at the initiative of the Directorate may only convert to full time work substantively by applying for full time positions.
- V2.7 Salary and entitlements for part time temporary teachers will be as at clause C1 of this Agreement.
- V2.8 Part time teachers are required to attend and participate in activities, such as professional learning and moderation days. To accommodate such attendance, the principal may:
- V2.8.1 negotiate a variation of attendance at another time so that normal hours of work are not exceeded; or
 - V2.8.2 elect to pay the teacher for attendance beyond their usual hours of duty on the day of the specified activity.
- V2.9 Any disputes about the operation of this clause will be dealt with in accordance with clause G6 of this Agreement.

V3 - Job Sharing

- V3.1 A full time employee may request in writing permission to work in a job sharing arrangement. The head of service will agree to reasonable requests for regular job sharing arrangements, subject to operational requirements.
- V3.2 Teachers working under job sharing arrangements share one full time job and will be considered to be part time with each working part time on a regular continuing basis.
- V3.3 The pattern of hours for the job sharing arrangement will be agreed between the teachers and the head of service. However, any single attendance at an office based worksite will be for not less than three consecutive hours.
- V3.4 A teacher 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.
- V3.5 In the event that either teacher ceases to participate in the job sharing arrangement, the arrangement will terminate.
- V3.6 The Directorate will continue to make provisions for tandem applications where teachers propose to jointly apply for a position in a job share arrangement.

V4 - Parental Leave

- V4.1 This clause must be read in conjunction with clause F17.

- V4.2 A maximum of four years unpaid parental leave may be granted for the first child or until the child reaches school age.
- V4.3 A further two years in total may be granted for any subsequent children.
- V4.4 Any entitlement remaining from the first child cannot be added to the entitlement for subsequent children.
- V4.5 Parental leave can only be approved to the day before the beginning of a new school year.
- V4.6 Parental leave is available to either parent if they are both teachers but cannot be taken concurrently.

V5 - Home Based Work

- V5.1 The diverse nature of work conducted in the ACTPS lends itself to a range of working environments. From time to time workplaces will include work undertaken in the field and in the home.

School Based Teachers

- V5.2 There may be occasions where it is appropriate for a teacher to work from home on an ad hoc basis. In these circumstances, arrangements to work from home are to be negotiated on a case by case basis between the teacher and their principal.
- V5.3 Home based work is a voluntary arrangement which requires the agreement of both the head of service and the teacher. Approval for home based work will only be granted in exceptional circumstances.
- V5.4 When assessing the requirement for home based work, a principal needs to be assured that operational requirements, the effect on students and clients, security, performance monitoring, and health and safety factors have been fully satisfied.

Office Based Teachers

- V5.5 Home-based work, on a regular basis, is a voluntary arrangement that requires the agreement of both the head of service and the employee. The head of service will consider requests by employees for home based work, having regard to operational requirements and the suitability of the work.
- V5.6 In determining appropriate home based work arrangements, the head of service and the employee will consider a range of matters, including:
 - V5.6.1 appropriate and effective communication with office based employees;
 - V5.6.2 the need to ensure adequate interaction with colleagues;
 - V5.6.3 the nature of the job and operational requirements;
 - V5.6.4 privacy and security considerations;
 - V5.6.5 health and safety considerations;
 - V5.6.6 the effect on clients; and
 - V5.6.7 adequate performance monitoring arrangements.
- V5.7 Home based work arrangements may be terminated by the head of service on the basis of operational requirements, inefficiency of the arrangements, or failure of the employee to comply with the arrangements.
- V5.8 An employee may terminate home-based work arrangements at any time by giving reasonable notice to the head of service.

- V5.9 There may also be occasions where it is appropriate for an employee to work from home on an ad hoc basis. In these circumstances, arrangements to work from home are to be negotiated on a case-by-case basis between the employee and the manager/supervisor.
- V5.10 The ACTPS will provide home computing facilities where an employee and the employee's manager/supervisor agree there is a need for such facilities. Provision of equipment by the ACTPS will be subject to occupational health and safety requirements and to an assessment of technical needs by the manager/supervisor.

V6 - Purchased Leave for School Based Teachers

The Scheme

- V6.1 Purchased leave provides school based teachers with the opportunity to take one term or one semester of additional leave for any purpose including family responsibilities, travel or study. The leave may also be used as a transition to retirement.
- V6.2 Eligibility: There is no qualifying period. Applicants must be permanent school based teachers (including principals).
- V6.3 Duration: The scheme allows eligible teachers to accrue one term or one semester of additional leave purchased through a pre-calculated fortnightly payment from salary. For the purposes of this scheme, one term equates to 10 weeks and one semester equates to 22 weeks (including the two weeks stand down between terms).
- V6.4 Payment: Purchased leave is accrued by fortnightly payments from salary over 26 paydays (12 months) for one term, or 52 paydays (24 months) for one semester.
- V6.5 Permanent part time teachers are eligible to apply for purchased leave on the following basis:
- V6.5.1 the fortnightly payment from salary will be adjusted in accordance with the part time hours of duty; and
 - V6.5.2 payment during purchased leave will be at the rate the leave was accrued, similar to annual leave.
- V6.6 Applications are made by completion of the Application for Purchased Leave form and require the recommendation of the principal.
- V6.7 Closing dates: Applications to join the scheme may be made at any time prior to four closing dates each year: 1 March, 1 May, 1 August and 1 December.
- V6.8 Approval by the head of service for an employee to purchase and use purchased leave is subject to both the operational requirements of the workplace and the personal responsibilities of the employee.
- V6.9 Accrual period: Where approval is given, teachers will commence the accrual period from the beginning of the following school term and payments from salary will commence on the first payday of that term.

Taking purchased leave

- V6.10 Discussion with principal: The dates on which a teacher proposes to take purchased leave must be discussed with principal prior to commencement in the scheme. Principals must discuss the dates they propose to take purchased leave with their DSI.
- V6.11 Blocks of leave: Purchased leave must be taken in blocks of one term or one semester in the 12 months following accrual.
- V6.12 Duration: Purchased leave will commence on the first day of the nominated term or semester and conclude on the last day of that term or semester.

- V6.13 Credits: Accrued purchased leave credits will be deemed to be exhausted at the end of the nominated term or semester regardless of the length of that term or semester.
- V6.14 Rate of pay: Purchased leave will be paid at the teacher's normal rate of pay less any allowances.
- V6.15 Application to take leave: Applications for purchased leave must be submitted to the principal on a normal leave form no later than:
- V6.15.1 1 August for purchased leave to be taken during Semester 1 of the following year; or
- V6.15.2 1 March for purchased leave to be taken during Semester 2 of the same year.
- V6.16 Approval: The principal will consider operational requirements prior to approving an application for purchased leave.
- V6.17 Notification: Teachers will be informed of approval of proposed dates as soon as practical but not later than:
- V6.17.1 1 September for purchased leave to be taken during Semester 1 of the following year; or
- V6.17.2 1 April for purchased leave to be taken during Semester 2 of the same year.

Conditions for purchased leave

- V6.18 Counts as service for all purposes: Purchased leave counts as service for all purposes and there is no effect on accrual of other leave entitlements, increment dates or superannuation.
- V6.19 Leave during accrual period: School based teachers are able to access all other forms of leave during the 12 or 24 month accrual period, including leave at reduced pay and no pay. However, it should be noted that leave without pay will not normally be approved during the accrual period.
- V6.20 Unpaid leave during accrual period: Unpaid leave will have no effect on the scheme and the fortnightly payment must continue to be made. Payment is to be arranged with Shared Services Payroll.
- V6.21 Leave taken in conjunction with purchased leave: Purchased leave taken in conjunction with other paid leave will be regarded as continuous with that leave and the conditions applicable to a continuation of that leave will apply.
- V6.22 Personal leave: Where an employee provides a certificate from a registered health professional operating within their scope of practice for a personal illness occurring during a period of absence on purchased leave, the employee will have the purchased leave re-credited for that period covered by the certificate, and substituted by personal leave.
- V6.23 Compensation: Unless agreed to otherwise, the salary payment for purchased leave will continue during the first 45 weeks of compensation payments as they are based on a teacher's normal gross weekly earnings.
- V6.24 No anticipation: Purchased leave cannot be anticipated.
- V6.25 Allowances: Allowances will not be included in the calculation of the fortnightly salary payment during the accrual period. Consequently all allowances, including higher duties allowance, will cease during periods of purchased leave.
- V6.26 Employment during leave period: Where teachers choose to engage in outside employment during purchased leave:
- V6.26.1 approval must be received prior to commencing any form of paid employment to ensure there is no conflict of interest with teaching duties; and
- V6.26.2 applications must be made according to Section 244 of the PSM Act.

Special conditions

- V6.27 Opting out: Opting out may occur under special circumstances, e.g. long term compensation, unforeseen change in financial circumstances. Applications to leave the scheme:
- V6.27.1 must be in writing through the principal to the head of service;
 - V6.27.2 require a minimum of two weeks' notice; and
 - V6.27.3 if approved, will result in the teacher being reimbursed the exact amount contributed.
- V6.28 Unused purchased leave: Any purchased leave remaining unused at the end of the 12 month period following accrual will be paid out at the salary applicable on 1 January of that year.
- V6.29 Re-credit of purchased leave: Unused purchased leave re-credited because of sick leave in excess of five continuous days will be paid out at current salary at the end of the 12 month period following accrual.
- V6.30 Resignation/retirement: Unused leave will be paid out on a pro rata basis based on the amount of leave accrued. Payment will be based on current salary at the date of resignation or retirement.
- V6.31 Transfer/promotion to another agency: It is unlikely purchased leave will be able to be transferred to other agencies. Leave not able to be transferred and not taken prior to transfer or promotion will be paid out at current salary at the date of transfer or promotion.
- V6.32 Exceptional circumstances: Application to delay taking of leave will be approved only in exceptional circumstances. Applications must be recommended by the principal and approved by the head of service.

Cost

- V6.33 Calculation: The formula is based on an officer's actual gross fortnightly salary excluding allowances.
- V6.33.1 For one term (10 weeks) of purchased leave, the payment from fortnightly salary is made over 26 paydays (12 months). The payment equals the gross fortnightly salary multiplied by 10 divided by 52.
 - V6.33.2 For one semester (22 weeks) of purchased leave, the payment from fortnightly salary is made over 52 paydays (24 months). The payment equals the gross fortnightly salary multiplied by 11 divided by 52.
 - V6.33.3 An officer who accrues one term of purchased leave over the initial 26 paydays may apply to increase that to one semester (additional 12 weeks) over the following 26 paydays. The payment for the additional period equals the gross fortnightly salary multiplied by 12 divided by 52.
- V6.34 Payments will be amended with changes in substantive salary.

Dispute resolution

- V6.35 The dispute avoidance/settlement procedures at clause G6 apply.

V7 - Purchased Leave for Office Based Teachers

Eligibility

- V7.1 Office based teachers, other than casual employees, are eligible to apply to purchase leave.

Entitlement

- V7.2 Employees may purchase leave in addition to the employee's usual annual leave entitlement, up to a maximum of twelve weeks in any twelve month period, subject to head of service approval.
- V7.3 An employee may apply, at any time, to the head of service for approval to participate in the purchased leave scheme.
- V7.4 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.
- V7.5 Approval by the head of service for an employee to purchase and use purchased leave, is subject to both the operational requirements of the workplace and the personal responsibilities of the employee.
- V7.6 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.
- V7.7 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:
- V7.7.1 the employee can demonstrate, in writing, that exceptional circumstances exist, such as unforeseen financial hardship, and the head of service agrees; or
 - V7.7.2 the employee's employment with the ACTPS ceases before the expiration of the agreed acquittal period; or
 - V7.7.3 the employee proceeds on paid birth or primary care giver leave.
- V7.8 If an employee transfers from one ACTPS Directorate to another ACTPS Directorate during the agreed acquittal period, the employee's continuation in the purchased leave scheme will be subject to the separate approval of the 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

- V7.9 An employee should discuss with their manager/supervisor, as soon practicable, their intention to be absent on purchased leave.
- V7.10 An employee must make an application to the head of service to access their purchased leave entitlement.
- V7.11 Having considered the requirements of this clause the head of service may approve an employee's application to access purchased leave. A decision not to approve the leave must be made in accordance with subclause F3.1.
- V7.12 Approval by the head of service to grant purchased leave will be subject to the operational requirements of the workplace, the personal responsibilities of the employee and appropriate periods of notice.
- V7.13 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 head of service is satisfied, on evidence presented, there are exceptional circumstances which warrant purchased leave being taken in shorter periods.
- V7.14 Purchased leave must be used within the agreed acquittal period, not exceeding twelve months from the date of commencement in the scheme. Purchased leave not taken within the agreed

acquittal period will be forfeited and the value of the leave refunded to the employee at the end of the acquittal period.

Rate of Payment

- V7.15 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.
- V7.16 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.
- V7.17 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.
- V7.18 Despite subclause V7.17, if the employee's pay changes during the acquittal period the employee may apply to the head of service for the deduction to be recalculated.
- V7.19 Fortnightly tax deductions will be calculated on the employee's gross pay after the deduction has been made for purchased leave.
- V7.20 Subject to subclause V7.21, allowances in the nature of pay may be included in the calculation of purchased leave payments where:
- V7.20.1 the head of service and the employee agree any or all of these allowances are appropriate; and
 - V7.20.2 there is the likelihood the allowance will continue to be received over the duration of the acquittal period.
- V7.21 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

- V7.22 Leave taken as purchased leave will count as service for all purposes.
- V7.23 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.
- V7.24 Purchased leave will not affect the payment and timing of pay increments or the accrual of other forms of leave.
- V7.25 The purchase of additional leave under this clause will not affect the superannuation obligations of the ACTPS and/or the employee involved.

Interaction with Other Leave Types

- V7.26 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.
- V7.27 An employee participating in the scheme who proceeds on paid birth or primary care giver's leave will elect to, either:
- V7.27.1 exit the purchased leave scheme and have any money owing refunded; or

V7.27.2 subject to subclause V7.28, remain in the scheme and have pay deductions continue during the period of paid birth or primary care giver's leave.

V7.28 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.

V7.29 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.

Section W Other Matters

W1 - AEU Sub Branch Functions

W1.1 In accordance with clause G4 of this Agreement, Principals and managers will ensure that appropriate resources including at least 40 hours over the school year of paid time are allocated to support the functions of the AEU Sub Branch.

W2 - Designated Annual Leave for School Based Teachers and Principals

W2.1 This clause must be read in conjunction with clause F7 of this Agreement.

W2.2 Teachers in schools who commence duty on or before first school day of a calendar year and work without a break in service during the year, are entitled to the equivalent of four weeks annual leave for each calendar year of service for their ordinary hours of duty.

W2.3 The head of service may direct a teacher or principal to take accrued annual leave, whether or not an application for leave has been made, at a time that is convenient to the Directorate.

W2.4 School based teachers and school leaders are required to take their accrued annual leave (20 days maximum) during a period commencing on the first working day following the end of term 4 and concluding on the last working day prior to Australia Day. This period consists of:

W2.4.1 public holidays (in accordance with clause F10);

W2.4.2 annual leave (maximum of 20 days);

W2.4.3 Christmas shutdown (in accordance with clause W8); and

W2.4.4 where required, stand down (in accordance with clause W7).

W2.5 During the period referred to in subclause W2.4, the maximum 20 days of annual leave will be exhausted. To facilitate this, access to Christmas shutdown and stand down will be adjusted, if required. This period where the 20 days annual leave is exhausted is the designated annual leave period.

As an example: In the event that declared public holidays, two days Christmas shutdown and only 19 days annual leave would complete the period referred to in subclause W2.4, then only one day of Christmas shutdown would be accessed to ensure the 20 days annual leave is exhausted.

W2.6 When a teacher or principal does not have sufficient accrued annual leave to cover the designated annual leave period, they will be placed on stand down once accrued annual leave credits have been exhausted. Unless otherwise determined by the head of service, this period of stand down will be without pay. This will count as service for all purposes.

W2.7 Unless otherwise determined by the head of service, school based teachers and principals may not use accrued annual leave during school term time.

W3 - Recall to Duty During Annual Leave

- W3.1 Where circumstances justify it, the head of service may recall a teacher or principal to duty during a period of designated annual leave.
- W3.2 When the head of service recalls a teacher, school leader or principal to duty during a period of annual leave and the period is five days or less, the teacher, school leader or principal will be entitled to time in lieu for the period of recall.
- W3.3 The exact period of time in lieu must be registered in writing with the principal or, in the case of principals, with the DSIs at the commencement of the school year immediately following the period of annual leave.
- W3.4 When the head of service recalls a teacher, school leader or principal to duty during a period of annual leave and the period is in excess of five days, the teacher, school leader or principal will have the period of annual leave re- credited.
- W3.5 Registered time in lieu and re-credited annual leave resulting from a recall to duty during annual leave may be taken at a time in the subsequent school year agreed between the teacher, school leader or principal and the head of service.
- W3.6 Approval to take registered time in lieu and re-credited annual leave is subject to the efficient operations of the school. Registered time in lieu not taken by the end of the subsequent school year will not carry over the following year.

W4 - Annual Leave Loading

Purpose

- W4.1 Annual leave loading is available to employees to provide monetary assistance while they are on annual leave.

Eligibility

- W4.2 Classroom teachers and school psychologists who accrue annual leave under clause F7 are entitled to an annual leave loading. Part time employees will be paid the annual leave loading on a pro rata basis.

Entitlement

- W4.3 Where an employee's entitlement is based on W4.2 , the leave loading payable is subject to a maximum payment. This maximum payment is the equivalent of the Australian Bureau of Statistics' male average weekly total earnings for the 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.
- W4.4 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

- W4.5 Annual leave loading accrued will be paid in conjunction with annual leave taken, under clause W2 of this Agreement.
- W4.6 Any unpaid annual leave loading accrued by employees will be paid on the first payday in November following its accrual.

Rate of Payment

- W4.7 The amount of an employee's entitlement under subclauses W4.2 will be based on 17.5 per cent of the employee's ordinary hourly rate of pay on 1 January multiplied by the number of hours of annual leave accrued during the preceding calendar year (excluding shift penalties).

W5 - Recording of Daily Attendance

- W5.1 Teachers other than principals/managers are required to record their daily attendance using a format negotiated and agreed by staff at the workplace. A hard copy must be retained for two years.
- W5.2 The teacher is responsible for ensuring their daily attendance record is accurate.

W6 - Managing Employee Absences

- W6.1 Details on managing employee absences are contained in the *Mandatory Procedures for Managing Employee Absences Policy*.
- W6.2 All teachers are required to submit an application for leave prior to any planned absence or, for unplanned absences, within 10 days of the initial absence unless there are exceptional circumstances (e.g. hospitalisation).
- W6.3 Absences not covered by approved leave will be treated as an unauthorised absence and may result in salary and/or disciplinary action in accordance with the *Mandatory Procedures for Managing Employee Absences*.

W7 - Stand Down

- W7.1 This clause applies to school based teachers and principals during periods where schools are not open for student attendance and no classes are held.
- W7.2 Designated stand down periods are the:
- W7.2.1 days following the designated annual leave period set out in subclause W2.4 and prior to commencement of the school year; and
 - W7.2.2 working days between the published school term dates during the school year.
- W7.3 School based teachers and principals are generally not required to attend work during stand down in recognition of the breadth of their professional responsibilities as identified in subclause P1.1, subject to the following required activities:
- W7.3.1 attendance at induction programs (in accordance with clauses N5 and N7);
 - W7.3.2 participation at professional learning activities or programs (in accordance with clause N7); or
 - W7.3.3 the head of service recalls a teacher or principal to duty, where circumstances justify it (in accordance with the clause W3).
- W7.4 Where a teacher or principal is required to attend the workplace during a period of stand down, there is no entitlement to day(s) of stand down in lieu of such duty.

Payment of Stand Down

- W7.5 Where the teacher or principal returns from paid or unpaid leave and commences work prior to the end of term they will be entitled to payment of stand down at the normal rate.
- W7.6 Where the teacher or principal is on paid or unpaid leave immediately before and after the stand down period, the stand down period will also be considered paid or unpaid leave.

W8 - Christmas Shutdown

- W8.1 This clause does not apply to casual teachers.
- W8.2 The Christmas shutdown period refers to the working days between 28 December and 31 December inclusive.
- W8.3 Subject to subclause W2.5, two days of paid leave will be granted to all teachers for those days in the Christmas shutdown period for which a paid public holiday is not provided for under subclause F10.3. This leave will count as service for all purposes.
- W8.4 Only those teachers who are directed or rostered to work during this period may attend for work over the Christmas shutdown period.

W9 - Assessment, Moderation and Certification

- W9.1 Teachers of years 11 and 12 have the professional obligation and responsibility to engage in the assessment, moderation and the Board of Senior Secondary Studies certification process.
- W9.2 Years 11 and 12 teachers are required to attend and participate in the designated moderation days.
- W9.3 Part time teachers are required to attend and participate in moderation days. To accommodate such attendance, the principal may:
- W9.3.1 negotiate a variation of attendance at another time so that normal hours of work are not exceeded; or
 - W9.3.2 elect to pay the teacher from school funds for attendance beyond their usual hours of duty on the day of moderation.
- W9.4 Where a year 11 or 12 teacher is not required to attend a moderation day, appropriate professional learning will be scheduled. Attendance at such professional learning is required.
- W9.5 A teacher who cannot attend a moderation (or an alternative professional learning) day may:
- W9.5.1 for absences known in advance, submit a leave form in advance of the absence, accompanied by relevant documentation; or
 - W9.5.2 for unexpected absences, submit an application for leave accompanied by the relevant documentation as soon as the teacher returns to work.
- W9.6 In accordance with clause F4, any request for personal leave under subclause W9.5.1 or W9.5.2 will be accompanied by appropriate documentary evidence detailed in subclause F4.26 or by reasonable evidence that the leave is essential at that time.
- W9.7 Any teacher not attending a required moderation (or alternative professional learning) day and who is not covered by subclause W9.5.1 or W9.5.2 will be on unauthorised leave without pay.
- W9.8 Non-attendance at a required moderation (or an alternative professional learning) day may constitute misconduct and could be subject to disciplinary proceedings.

W10 - Birrigai@Tidbinbilla

- W10.1 Conditions specific to teachers at Birrigai@Tidbinbilla are documented in the *Birrigai@Tidbinbilla Agreement*.

W11 - Procedures and Guidelines

- W11.1 Review and amendments, where required, to the procedures and guidelines referred to in this Agreement must be finalised in agreement between the Directorate and the AEU.

Section X Structural Matters

X1 - Classification and Local Designations

X1.1 Under this Agreement the names of teaching and school psychologist classifications are as follows:

Current Classifications	Local Designations
Classroom Teacher	Teacher Teacher Librarian
School Leader C	Executive Teacher Executive Teacher (Professional Practice) Executive Officer Project Officer
School Leader B	Deputy Principal Director Senior Project Officer
School Leader A	Principal Senior Director Principal Project Officer
Director School Improvement	Director School Improvement
School Psychologist	School Psychologist Senior Psychologist Manager (Psychologist)

X2 - Principal Classification Structure

X2.1 This Agreement introduces a new classification structure for principals (SLAs). The pay rates for these new classifications are set out on Annex A to this Agreement.

X2.2 The classification transition table from the current structure (Category) to the new structure (Band Level) is as follows:

Current Structure	New Structure
Category 2-4	Band Level 1
Category 4+	
Category 4++; 5	Band Level 2
Category 5+	
Category 5++	Band Level 3
Category 5+++	

Transition Arrangements

X2.3 Principals will transition to the new Structure per the table above.

X2.4 For some principals, the classification of their existing position will change as a result of the Directorate's new principal classification methodology, the Schools Weighted Index (SWI). In this circumstance, the following transition arrangements will apply:

- X2.4.1 where the principal's current classification level (Category) is in a lower Band Level than the new SWI Band Level for the principal's nominal position, the principal will be reclassified to the new higher Band Level without a further merit selection process.
- X2.4.2 where the principal's current classification level (Category) is higher than the new SWI Band Level for the principal's nominal position, the principal will be reclassified to the new SWI Band Level that equates to their current Category in accordance with the table above.
- X2.5 Where X2.4.2 applies, the principal will be encouraged to pursue opportunities for placement in a principal position at their equivalent Band Level, in accordance with clause R2.
- X2.6 The head of service may determine the classification and pay of any principal position, vacant or occupied, whether on a temporary or permanent basis.

Section Y Allowances and Payments

Y1 - Principal Allowance

- Y1.1 Except as provided for in this clause, salaries paid to principals are 'all in' salaries. No additional allowances in the nature of salary will be payable to principals.
- Y1.2 Motor vehicle allowance and other expense related allowances, by way of reimbursement for purposes such as official travel as set out in the PSM Standards or this Agreement, will continue to apply.

Y2 - Travelling Entitlement

- Y2.1 A teacher appointed to, or on contract at, Birrigai at Tidbinbilla or Jervis Bay school is entitled to receive a Travelling Entitlement in accordance with this clause and Annex C of this Agreement.
- Y2.2 The Travelling Entitlement replaces any existing entitlement for Isolated Establishment allowance for teachers under the PSM Act and PSM Standards.
- Y2.3 Travelling Entitlement is payable for each complete trip when a teacher attends duty to the maximum of once per day.
- Y2.4 A teacher is entitled to be paid the full rate of the entitlement for each continuous period of duty if they do not travel at the Directorate's expense and:
 - Y2.4.1 travel to Birrigai or Jervis Bay school to attend for a period of normal duty; or
 - Y2.4.2 have been directed to return to duty, with or without prior notice, to perform extra duty.
- Y2.5 A teacher who meets the requirements above but travels at the Directorate's expense on the journey either to or from Birrigai or Jervis Bay school, is entitled to be paid only at the partial rate.
- Y2.6 A teacher who lives in a dwelling provided by the Directorate at Birrigai or Jervis Bay school, or lives within 10 kilometres from it, is not entitled to the entitlement unless they receive a payment for the use of private motor vehicle for official purposes.
- Y2.7 If a teacher receives any payments by way of allowances under this clause and the payment is less than the Travelling Entitlement, they are entitled to be paid the difference between the payment received and the entitlement.
- Y2.8 The designated isolated establishments and the relevant rates of pay will be reviewed during the life of this Agreement and cease if the establishment no longer fulfils the criteria for the payment of Isolated Establishment allowance.

- Y2.9 If a principal/manager approves a full time teacher's request to travel in their own vehicle between two or more workplaces in one day, then payment of the relevant Motor Vehicle allowance as set out in Annex C of this Agreement, will be made. The cost of this payment will be shared equally between the two or more workplaces.
- Y2.10 Part time teachers who travel in their own vehicle between two or more workplaces in one day will have 0.05 added to their agreed fraction of a full time load, in lieu of payment of Motor Vehicle allowance.

Y3 - Practicum Supervision Payment

- Y3.1 The Directorate and the AEU consider student teacher supervision an important component in the ongoing development of the teaching profession.
- Y3.2 Teachers who undertake supervision of student teachers will have that recorded in their performance and development plan.
- Y3.3 Payment by the relevant university for the supervision of a practicum teacher will be made directly to the supervising teacher.

Y4 - Higher Duties Allowance

- Y4.1 All teachers will receive a payment of higher duties allowance after the completion of more than five consecutive days of higher duty work. The first five days do not count for payment purposes, except where subclause Y4.2 applies.
- Y4.2 After the completion of a period of higher duty work that counts for payment purposes in accordance with subclause Y4.1, any subsequent higher duty work in the same position will count for payment purposes.
- Y4.3 Where the initial establishment period of higher duties is equal to one school term or more, higher duties allowance will be paid for the total period of higher duty work including the first five days.
- Y4.4 The actual higher duties allowance payable will be the difference between the teacher's salary and the salary of the higher duty position being undertaken.
- Y4.5 Periods of higher duty should not normally extend beyond 12 months. If after 12 months the position is nominally vacant, it will be advertised unless there are exceptional circumstances.
- Y4.6 The *Procedures for Filling School Leader Positions* will apply.

DICTIONARY

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

ACTPS means the Sector established by the PSM Act.

Agreement means the ACT Public Sector Education Directorate (Teaching Staff) Enterprise Agreement 2018-2022 and includes all Annexes and Schedules.

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 or administrative unit.

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

Child includes children in the case of multiple births.

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.

Counts 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.

DCC means the Directorate Consultative Committee established under clause G1 of this Agreement.

Director-General means a person engaged under sections 31(2) of the PSM Act as the Director-General of the Directorate and includes a person who exercises Head of Service powers in relation to the appointment, engagement and employment of staff in a government agency in accordance with the PSM Act or other Territory law, but only in relation to staff of that government agency.

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

Eligible Casual Employee means:

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

- (c) who has a reasonable expectation of continuing employment by the ACTPS on a regular and systematic basis.

Employee means (unless there is a clear intention in this Agreement to restrict the meaning) an officer or a casual employee or a temporary employee who is employed or engaged under the PSM Act in a classification set out in Annex A, excluding a person engaged as head of service under section 31(1) of the PSM Act, persons engaged as directors-general under section 31(2) of the PSM Act, or persons engaged as Executives under section 31(2) of the PSM Act.

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.

FW Regulations mean the Fair Work Regulations 2009.

Head of service means a person engaged under sections 31(1) of the PSM Act as the head of service and the head of service for the Long Service Leave Authority or a person who exercises Head of Service powers in relation to the appointment, engagement and employment of staff in a government agency in accordance with the PSM Act or other Territory law, but only in relation to staff of that government agency.

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

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

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

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

New Educator means a permanent or long-term contract classroom teacher in their first three years of professional practice following graduation.

Officer means a person who is appointed as an officer under Division 5.3 of the PSM Act. Note: Permanent staff 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.

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

PSM Standards means the Public Sector Management Standards made under the PSM Act.

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.

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

Seminar means a conference or other meeting for discussion or training.

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 twelve months.

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

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

Temporary Employee means a person engaged under the PSM Act for a specific period of time or for a specified task under Division 5.8 of the PSM Act, excluding a person engaged under section 31(1) of the PSM Act as head of service, persons engaged as directors-general under section 31(2) of the PSM Act or persons engaged as executives under section 31(2) of the PSM Act.

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

ANNEX A CLASSIFICATIONS AND RATES OF PAY

For the purposes of calculating salary and leave entitlements, all teachers are paid for ordinary daily hours of 7 hours 21 minutes and ordinary weekly hours of 36.75 for full time employees.

All Classroom Teachers have a common increment date of 27 January each year. Refer to *Guidelines for Maintaining A Common Increment Date* on the impact of periods of Leave Without Pay on increment.

CLASSIFICATION	Pay Rates as at 1 Apr 2018	1.5% from 4 Oct 2018	3% from 11 Jul 2019	3% from 9 Jul 2020	3% from 8 Jul 2021	1.5% from 7 Jul 2022
<u>CLASSROOM TEACHER</u>						
3 Year Trained	\$64,411	\$65,377	\$67,338	\$69,358	\$71,439	\$72,511
New Educator	\$68,022	\$69,042	\$71,113	\$73,246	\$75,443	\$76,575
	\$71,644	\$72,719	\$74,901	\$77,148	\$79,462	\$80,654
	\$75,264	\$76,393	\$78,685	\$81,046	\$83,477	\$84,729
Experienced Teacher 1	\$78,886	\$80,069	\$82,471	\$84,945	\$87,493	\$88,805
	\$82,508	\$83,746	\$86,258	\$88,846	\$91,511	\$92,884
	\$86,129	\$87,421	\$90,044	\$92,745	\$95,527	\$96,960
	\$89,750	\$91,096	\$93,829	\$96,644	\$99,543	\$101,036
Experienced Teacher 2	\$95,786	\$97,223	\$100,140	\$103,144	\$106,238	\$107,832
	\$101,821	\$103,348	\$106,448	\$109,641	\$112,930	\$114,624
<u>SCHOOL LEADER C (SLC)</u>						
Executive Teacher	\$117,515	\$119,278	\$122,856	\$126,542	\$130,338	\$132,293
<u>SCHOOL LEADER B (SLB)</u>						
Deputy Principal	\$136,828	\$138,880	\$143,046	\$147,337	\$151,757	\$154,033
<u>SCHOOL LEADER A (SLA)</u>						
Principal Band Level 1	\$156,308	\$158,653	\$163,413	\$168,315	\$173,364	\$175,964
Principal Band Level 2	\$168,375	\$170,901	\$176,028	\$181,309	\$186,748	\$189,549
Principal Band Level 3	\$180,443	\$183,150	\$188,645	\$194,304	\$200,133	\$203,135
<u>DIRECTOR SCHOOL IMPROVEMENT (DSI)</u>						
Director School Improvement	\$188,425	\$191,251	\$196,989	\$202,899	\$208,986	\$212,121

CLASSIFICATION	Pay Rates as at 1 Apr 2018	1.5% from 4 Oct 2018	3% from 11 Jul 2019	3% from 9 Jul 2020	3% from 8 Jul 2021	1.5% from 7 Jul 2022
<u>SCHOOL PSYCHOLOGIST</u>						
New School Psychologist	\$77,680	\$78,845	\$81,210	\$83,646	\$86,155	\$87,447
	\$81,301	\$82,521	\$84,997	\$87,547	\$90,173	\$91,526
	\$84,922	\$86,196	\$88,782	\$91,445	\$94,188	\$95,601
Experienced School Psychologist 1	\$88,543	\$89,871	\$92,567	\$95,344	\$98,204	\$99,677
	\$92,165	\$93,547	\$96,353	\$99,244	\$102,221	\$103,754
	\$95,787	\$97,224	\$100,141	\$103,145	\$106,239	\$107,833
	\$99,407	\$100,898	\$103,925	\$107,043	\$110,254	\$111,908
Experienced School Psychologist 2	\$105,443	\$107,025	\$110,236	\$113,543	\$116,949	\$118,703
	\$111,479	\$113,151	\$116,546	\$120,042	\$123,643	\$125,498
<u>SENIOR PSYCHOLOGIST</u>						
Senior Psychologist	\$127,172	\$129,080	\$132,952	\$136,941	\$141,049	\$143,165
<u>MANAGER PSYCHOLOGIST</u>						
Manager Psychologist	\$146,486	\$148,683	\$153,143	\$157,737	\$162,469	\$164,906
<u>CASUAL TEACHER (Daily Rate)</u>						
Permit to Teach Casual	\$257	\$261	\$269	\$277	\$285	\$289
Casual Rate 1	\$354	\$359	\$370	\$381	\$392	\$398
Casual Rate 2	\$402	\$408	\$420	\$433	\$446	\$453
<u>ASSOCIATE</u>						
1st year of placement (80% CT 1.2)	\$57,315	\$58,175	\$59,921	\$61,718	\$63,570	\$64,523
2 nd year of placement (80% CT 2.1)	\$63,109	\$64,055	\$65,977	\$67,956	\$69,994	\$71,044

ANNEX B ATTRACTION AND RETENTION INCENTIVES

1. Introduction

- 1.1. This Section sets out the Framework that applies to individual Attraction and Retention Incentives (ARInS) and to ARInS 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 EXPENSE, DISABILITY AND SKILL RELATED ALLOWANCES

Special Education		Pay Rates as at 1.4.2018	0.5% from 4/10/2018	1.35% from 13/12/2018	1.35% from 13/6/2019	1.35% from 12/12/2019	1.35% from 11/6/2020	1.35% from 10/12/2020	1.35% from 10/6/2021
Classification	Classroom teachers, School Leader B and C								
Employee Type	Teachers								
Description	<p>A teacher who works in a specialist school or in a designated special education class or who predominantly teach classes with students identified as special education students, is entitled to payment of the Special Education Allowance.</p> <p>A principal may also authorise payment where it is reasonable due to the specific job requirements.</p>								
Rate/Frequency	per annum (paid in equal fortnightly instalments)								
		\$2,736	\$2,750	\$2,787	\$2,825	\$2,863	\$2,902	\$2,941	\$2,981
Special Conditions	The annual allowance is calculated at the rate of 36.75 hours per week. Individual payments are calculated on a pro-rata basis annually, dependent on the percentage of time spent within the special education setting. Payment is commenced following confirmation by Principal, of eligible staff and their percentage entitlement.								
Payment on Leave	Paid during LSL, annual leave, paid personal leave, paid birth leave and other paid leave.								
Exclusion	School Leader A's are not eligible to receive this allowance.								
Allowance Type	Functional								

Camping		Pay Rates as at 6.4.2017	2.25% from 5/10/2017	0.5% from 14/6/2018	1.35% from 13/12/2018	1.35% from 13/6/2019	1.35% from 12/12/2019	1.35% from 11/6/2020	1.35% from 10/12/2020	1.35% from 10/6/2021
Classification	Any									
Employee Type	An employee of any classification who is required to camp out.									
Description	Camping allowance is payable to employees who are required to camp out in unserviced facilities. The allowance is payable for each night under camping conditions subject to various qualifying conditions for different levels of allowances detailed below.									
Rate/Frequency	per day (1) catering provided:	\$35.92	\$36.73	\$36.91	\$37.41	\$37.92	\$38.43	\$38.95	\$39.47	\$40.00
	per day (2) catering not provided:	\$60.05	\$61.40	\$61.71	\$62.54	\$63.39	\$64.24	\$65.11	\$65.99	\$66.88
Payment on Leave	Not paid during any type of paid or unpaid leave.									
Definitions	unserviced facilities do not provide access to running water, electricity, catering, bathroom, and heating/cooling.									
Notes	Where a member of a camping party travels to and from home each day without Camping allowance, or without claiming reimbursement for travel under Part 7.1 of the repealed Public Sector Management Standards (PSMS) 2006, the fare for their travel may be refunded provided that: a) the cost is not greater than the amount payable for Camping allowance or reimbursement for reasonable travel expenses under Part 7.1 of the repealed PSMS 2006; b) the approval of the officer directly responsible for the camping party is first obtained.									
Exclusions	(1) The allowance does not apply to an employee who has been authorised by the head of service to reside in lodgings. (2) No allowance for travelling time or waiting time is payable under this provision.									
Allowance Type	Disability									

Camping Outlay		Pay Rates as at 6.4.2017	2.25% from 5/10/2017	0.5% from 14/6/2018	1.35% from 13/12/2018	1.35% from 13/6/2019	1.35% from 12/12/2019	1.35% from 11/6/2020	1.35% from 10/12/2020	1.35% from 10/6/2021
Description	Where an employee who is entitled to be paid a Camping allowance is required to camp out in unserviced facilities in excess of seven days, they will be entitled to an additional allowance for the period which is:									
Rate/Frequency	per day (3) more than 7 days but less than 14 days:	\$71.12	\$73.74	\$74.11	\$75.11	\$76.13	\$77.15	\$78.20	\$79.25	\$80.32
	per day (4) not less than 14 days but less than 21 days:	\$144.23	\$147.48	\$148.21	\$150.21	\$152.24	\$154.30	\$156.38	\$158.49	\$160.63
	per night (5) any other case more than 21 days:	\$216.38	\$221.25	\$222.35	\$225.36	\$228.40	\$231.48	\$234.61	\$237.77	\$240.98
	Where an employee is not supplied with camping equipment by the Directorate and they hire it, in addition to the allowance under this provision they are entitled to be paid an allowance equal to the cost of hiring the equipment.									
	Where an officer who is required to camp out in unserviced facilities is required to move from camp to camp and where they are not staying in a base camp, a caravan or a hut, then an additional allowance is to be paid if the period of camping out is:									
	per night (6) more than 1 night but not more than 5 consecutive nights	\$11.45	\$11.71	\$11.77	\$11.93	\$12.09	\$12.25	\$12.41	\$12.58	\$12.75
	per night (7) not less than 6 consecutive nights	\$22.95	\$23.47	\$23.58	\$23.90	\$24.22	\$24.55	\$24.88	\$25.22	\$25.56
Definitions	unserviced facilities.do not provide access to running water, electricity, catering, bathroom, and heating/cooling.									
Allowance Type	Disability									

Fire Duty Coordinator		Pay Rates as at 6.4.2017	2.25% from 5/10/2017	0.5% from 14/6/2018	1.35% from 13/12/2018	1.35% from 13/6/2019	1.35% from 12/12/2019	1.35% from 11/6/2020	1.35% from 10/12/2020	1.35% from 10/6/2021
Classification	Any									
Employee Type	Any									
Description	An employee who is designated and rostered to perform the role of Fire Duty Coordinator. The allowance will be paid only to employees with the necessary identified high level Incident Management training and extensive fire experience who are assessed as suitable for performing the duties.									
Rate/Frequency	per day	\$107.45	\$109.86	\$110.41	\$111.90	\$113.42	\$114.95	\$116.50	\$118.07	\$119.66
Payment on Leave	Not paid during any type of paid or unpaid leave.									
Note	The Fire Duty Co-ordinator roster will be implemented as fire dangers and fire activity in and around the ACT dictate, but is generally concentrated around the declared fire season.									
Exclusions	This allowance replaces all entitlements to the payment of Agency Representative, On Call, Close Call and Overtime Meal allowances in relation to the duties of Fire Duty Coordinator.									
Allowance Type	Functional									

First Aid

Pay Rates as at 6.4.2017	2.25% from 5/10/2017	0.5% from 14/6/2018	1.35% from 13/12/2018	1.35% from 13/6/2019	1.35% from 12/12/2019	1.35% from 11/6/2020	1.35% from 10/12/2020	1.35% from 10/6/2021
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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 will include the ability to completely render first aid in the workplace in the context of § Work Health and Safety legislation. 									
Rate/Frequency	per fortnight (1) Base Level:	\$25.63	\$26.21	\$26.34	\$26.69	\$27.05	\$27.42	\$27.79	\$28.16	\$28.54
	per fortnight (2) Advanced Level:	\$32.10	\$32.82	\$32.99	\$33.43	\$33.88	\$34.34	\$34.80	\$35.27	\$35.75
	per fortnight (3) Occupational or Specialist:	\$38.09	\$38.95	\$39.14	\$39.67	\$40.21	\$40.75	\$41.30	\$41.86	\$42.42

First Aid Cont.

<p>Payment on Leave</p>	<p>The allowance is payable during:</p> <ul style="list-style-type: none"> a) long service leave, paid birth or primary care giver's leave or 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>
<p>Note</p>	<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 head of service may allow a short period to allow for re- qualification. 3. The head of service may reimburse fees for renewal of qualification and/or relevant courses incurred by an employee who is eligible to be paid a First Aid allowance. 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.
<p>Exclusions</p>	<p>The First Aid allowance is not payable to employees who, as part of their normal duties, are required to maintain a First Aid qualification.</p>
<p>Allowance Type</p>	<p>Qualification</p>

Community Language		Pay Rates as at 6.4.2017	2.25% from 5/10/2017	0.5% from 14/6/2018	1.35% from 13/12/2018	1.35% from 13/6/2019	1.35% from 12/12/2019	1.35% from 11/6/2020	1.35% from 10/12/2020	1.35% from 10/6/2021
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)	\$1,125.51	\$1,151	\$1,157	\$1,173	\$1,189	\$1,205	\$1,221	\$1,237	\$1,254
	per annum (2) NAATI Level 2 or higher: (paid in equal fortnightly instalments)	\$2,249.43	\$2,300	\$2,312	\$2,343	\$2,375	\$2,407	\$2,439	\$2,472	\$2,505
Payment on Leave	The allowance is payable during paid personal leave, annual leave and long service leave, pro-rata where appropriate, but not during any other period of leave.									
Exclusion	Employees who are classified as an Interpreter or Translator are not eligible for the allowance.									
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 head of service 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 head of service should arrange accreditation testing, and pay any associated fees. 									

Community Language Cont.

Notes	<ol style="list-style-type: none"> 5. Until such time as recognition by NAATI, or an alternative provider, is available, the head of service 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 head of service 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 head of service may authorise an employee to use a motor vehicle they own or hire:</p> <ol style="list-style-type: none"> 1. For official purposes, where the head of service is satisfied this use would: <ol style="list-style-type: none"> (a) result in greater efficiency; or (b) involve the ACT Government in less expense than if public transport or a vehicle owned by the ACT Government were used. 2. For specified journeys, where the head of service is satisfied that: <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; or (b) it would not be contrary to the interest of the ACT Government. 3. Travel between normal headquarters and a temporary work station, or between the employee's home and a temporary work station, where the head of service is satisfied that: <ol style="list-style-type: none"> a) there is no public transport available for travel to the temporary station; or b) although public transport is available, the work program makes its use impossible. 	
Rate/Frequency	per km (1) Small car - 1600cc non-rotary, 800cc rotary:	\$0.78
	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.	

Motor Vehicle Cont.

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

Travelling Entitlement		Pay Rates as at 6.4.2017	2.25% from 5/10/2017	0.5% from 14/6/2018	1.35% from 13/12/2018	1.35% from 13/6/2019	1.35% from 12/12/2019	1.35% from 11/6/2020	1.35% from 10/12/2020	1.35% from 10/6/2021
Classification	Any									
Employee Type	Education Support employee									
Description	<p>An employee appointed to, or on contract at, Birrigai at Tidbinbilla or Jervis Bay Primary School will be paid the following allowance for each complete trip when the employee attends duty to a maximum of one per day. An employee is entitled to be paid the full rate of the entitlement for each continuous period of duty where they:</p> <p>(a) travel to an isolated establishment to attend for a period of normal duty; or</p> <p>(b) have been directed to return to duty, with or without prior notice, to perform extra duty; at their own expense.</p> <p>Where an employee travels at the Directorate's expense on the journey either to or from the isolated establishment, they are entitled to be paid the partial rate.</p>									
Rate/Frequency	per day (a) travel at the Directorate's expense, to or from	\$4.26	\$4.36	\$4.38	\$4.44	\$4.50	\$4.56	\$4.62	\$4.68	\$4.74
	per day (b) travel at the employee's expense	\$8.52	\$8.71	\$8.76	\$8.87	\$8.99	\$9.11	\$9.24	\$9.36	\$9.49
Payment on Leave	Not paid during any type of paid or unpaid leave.									
Exclusion	An employee who lives in a dwelling provided by the Directorate at the isolated establishment, or lives within 10 kms of it, is not entitled to travelling entitlement unless they receive a payment for the use of a private motor vehicle for official purposes.									
Special Conditions	Where an employee receives payments of an allowance provided under this provision and the payment is less than the travelling entitlement, they are entitled to be paid the difference between the payment received and the travelling entitlement.									
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 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:	4. 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:	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	<p>With pay where the employee is to give evidence:</p> <ul style="list-style-type: none"> (a) on behalf of a Territory, a State or the Commonwealth; or (b) on behalf of an authority established by or under a law of a Territory, State or the Commonwealth; or (c) in a judicial review or administrative review proceeding where the matter being reviewed relates to the work of the employee; or (d) before a Royal Commission appointed under a law of the Commonwealth; or (e) before a person conducting an inquiry under a law of a Territory, a State or the Commonwealth; or (f) before a person or authority exercising arbitral functions under a law of a Territory, a State or the Commonwealth. <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 approved 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	<p>The entitlement to leave for Reserve Service is prescribed under the <i>Defence Reserve Service (Protection) Act 2001</i>.</p> <p>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> <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 head of service 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>
Conditions	An eligible employee must give notice to the head of service as soon as practicable of their absence or intention to be absent for Defence 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 head of service considers is in the interests of the defence or public safety of the Commonwealth or the Territories.
Eligibility	An employee.
Entitlement	A maximum period of two years.
Conditions	-
Rate of payment	Without pay.
Effect on other entitlements	The first twelve months will count as service for all purposes. Subsequent leave will count as service for all purposes except annual leave. If an employee does not return to duty with the ACTPS the leave will not count as service for any purpose.

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

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 F14.7.

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	<p>A maximum period of:</p> <p>(a) in the case of an employee who is mayor or president of the council, five days in any 12 month period; or</p> <p>(b) in any other case three days in any 12 month period.</p>
Conditions	-
Rate of payment	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	<p>Operational service personal leave is cumulative and is additional to personal leave entitlements contained in clause F4.</p> <p>Officers: On appointment, an eligible officer is entitled to nine weeks operational service personal leave. An eligible officer is entitled to receive an additional credit of three weeks operational service personal leave: 12 months after the date of appointment; and 24 months after the date of appointment; and 36 months after the date of appointment. The maximum operational service personal leave balance that an eligible officer may have is eighteen weeks.</p> <p>Employees other than Officers: On engagement, an eligible employee is entitled to nine days operational service personal leave. An eligible employee is entitled to receive an additional credit of three days operational service personal leave: 12 months after the date of engagement; and 24 months after the date of engagement; and 36 months after the date of engagement. The maximum operational service personal leave balance that an eligible employee may have is eighteen days.</p> <p>Where operational service personal leave credits have been exhausted, the head of service may grant an employee personal leave or a period of unpaid operational service personal leave.</p>
Evidence and Conditions	<p>An eligible officer or employee should discuss with their manager/supervisor, as soon as practicable, of their absence or intention to be absent on operational service personal leave.</p> <p>An eligible officer or employee must make an application to the head of service to access their operational service personal leave entitlement.</p> <p>Having considered the requirements of this clause the head of service may approve an eligible officer or employee's application to access operational service personal leave. A decision not to approve the leave will be taken in accordance with subclause F3.1.</p>


Leave for:	18. Operational Service Personal Leave (cont)
	Operational service personal leave may be granted by the head of service: (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 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	Without pay, except where the head of service determines there are special circumstances, having regard to: (a) the purpose for which the leave is being taken; and (b) the length of service of the employee; and (c) the length of the period for which the leave is being taken. In special circumstances the head of service determines whether leave is at full pay or half pay.
Effect on other entitlements	Leave without pay will not count as service for any purpose. However where the head of service determines there are special circumstances and that the period of leave granted is to be with pay then the paid leave will count as service for all purposes.

SIGNATORY PAGE

ACT Public Sector Education Directorate (Teaching Staff) Enterprise Agreement 2018-2022

REPRESENTATIVE OF EMPLOYER	
SIGNATURE:	
NAME	Kathy Leigh
ADDRESS	1 Constitution Avenue, Canberra City ACT 2601
AUTHORITY TO SIGN THE AGREEMENT	Signatory holds the Office of Head of Service

REPRESENTATIVE OF EMPLOYEES	
SIGNATURE:	
NAME	Glenn Fowler
ADDRESS	40 Brisbane Ave BARTON ACT 2600
AUTHORITY TO SIGN THE AGREEMENT	Secretary, Australian Education Union-ACT Branch