



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

**ACT Government as represented by the Chief Minister, Treasury and
Economic Development Directorate**
(AG2014/10381)

ACT LEGISLATIVE ASSEMBLY MEMBERS' STAFF ENTERPRISE AGREEMENT 2013-2017

Australian Capital Territory

DEPUTY PRESIDENT KOVACIC

MELBOURNE, 18 MAY 2015

*Application for approval of the ACT Legislative Assembly Members' Staff Enterprise
Agreement 2013-2017.*

[1] An application has been made for approval of an enterprise agreement known as the *ACT Legislative Assembly Members' Staff Enterprise Agreement 2013-2017 (Agreement)*. The application was made pursuant to s.185 of the *Fair Work Act 2009 (Act)*. It has been made by the ACT Government as represented by the Chief Minister, Treasury and Economic Development Directorate. The Agreement is a single-enterprise agreement.

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

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

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 25 May 2015. The nominal expiry date of the Agreement is 30 June 2017.



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<Price code O, AE413981 PR567489>

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ACT
Government

ACT LEGISLATIVE ASSEMBLY

MEMBERS' STAFF

ENTERPRISE AGREEMENT

2013 – 2017

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Section A - Scope of Agreement

A1 TITLE

- A1.1 This Agreement, made under section 172 of the *Fair Work Act 2009* will be known as the *ACT Legislative Assembly Members' Staff Enterprise Agreement 2013-2017*.

A2 MAIN PURPOSE

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

A3 APPLICATION AND COVERAGE

- A3.1 This Agreement applies to and covers:
- a) the Chief Minister of the ACT on behalf of the Australian Capital Territory;
 - b) persons engaged under the *Legislative Assembly (Members' Staff) Act 1989* at any time when the Agreement is in operation in one of the classifications in Annex A, except persons engaged as Executive Chief of Staff; and;
 - c) Members of the ACT Legislative Assembly.
- A3.2 This Agreement covers:
- Community and Public Sector Union (CPSU)
Media, Entertainment and Arts Alliance (MEAA)
United Services Union (USU)
- subject to the Fair Work Commission (FWC) noting in its decision to approve this Agreement that it covers these unions.

A4 COMMENCEMENT AND DURATION

- A4.1 This Agreement will commence operation seven days after it is approved by the FWC.
- A4.2 The nominal expiry date of this Agreement is 30 June 2017.

A5 OPERATION OF THE AGREEMENT

- A5.1 This Agreement is comprehensive and provides the terms and conditions of employment of employees covered by this Agreement, other than terms and conditions applying under applicable legislation.
- A5.2 Applicable legislation includes:
- a) *Fair Work Act 2009* (Cth) (FW Act);
 - b) *Legislative Assembly (Members' Staff) Act 1989* (ACT) (LAMS Act);
 - c) Chief Minister's Determinations and Directions made under (b);
 - d) *Public Sector Management Act 1994* (ACT) (PSM Act);
 - e) *Public Sector Management Standards* (PSM Standards);
 - f) *Work Health and Safety Act 2011* (ACT) (WHS Act);
 - g) *Holidays Act 1958* (ACT) (Holidays Act);
 - h) *Safety, Rehabilitation and Compensation Act 1988* (Cth) (SRC Act);
 - i) *Territory Records Act 2002* (ACT) (TR Act); and
 - j) *Financial Management Act 1996* (FM Act)

Section A – Scope of Agreement

- A5.3 This Agreement constitutes a closed agreement in settlement of all claims for its duration. Therefore, during the life of this Agreement, there will be no further claims that affect the provisions of this Agreement, except where these claims are consistent with the terms of this Agreement.
- A5.4 This Agreement prevails over ACT legislation, including the PSM Act and the PSM Standards and relevant policy statements and guidelines to the extent of any inconsistency.

A6 AGREEMENT AVAILABILITY

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

A7 AUTHORITY OF THE CHIEF MINISTER

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

A8 VARIATION TO AGREEMENT

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

A9 TERMINATION OF AGREEMENT

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

Section B - Working in the ACT Legislative Assembly

B1 TYPES OF EMPLOYMENT

- B1.1 A person will be engaged under the LAMS Act in one of the following categories:
- a) Fixed term employment on a full-time or regular part-time basis, engaged for a specified period of time or for a specified task, or as a trainee; or
 - b) Casual employment on an irregular and non-systematic basis.
- B1.2 Persons engaged on a part-time basis will receive, on a proportionate basis, equivalent pay and conditions to those of full time employees.

B2 CASUAL EMPLOYMENT ARRANGEMENTS

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

Minimum Attendance

- B2.2 The minimum payment on each occasion when a casual employee is called for and attends for duty will be three hours, whether or not the casual employee is required to work for those three hours.

Rate of Pay

- B2.3 A person engaged as a casual employee will be paid at the same rate of pay as would be applicable to a fixed term employee performing the duties and hours of that role. In addition the casual employee will receive a loading on the ordinary hourly rate of pay set out in Annex A to this Agreement for the employee's classification, instead of paid leave entitlements, other than long service leave, and instead of payment for public holidays on which the employee did not work.
- B2.4 The loading that will apply for the duration of this Agreement will be as follows:
- a) 22.5% from the commencement of this Agreement until 30 June 2015; and then
 - b) 25% from 1 July 2015.

Payment for Public Holidays

- B2.5 A casual employee is not eligible for payment in respect of public holidays, unless the employee works on a public holiday.
- B2.6 Where a casual employee does work on a public holiday, the casual employee is entitled to the appropriate overtime payments described in subclause B2.7 for all hours worked on the public holiday.

Overtime

- B2.7 Subject to subclause B2.8, a casual employee is eligible to receive payment for overtime in accordance with this provision in respect of all hours worked in excess of seven hours and twenty-one minutes on any day, and for all duty required to be performed on a Saturday or Sunday that is in addition to the employee's ordinary weekly hours of work.
- B2.8 Except with the approval of the Member, an employee whose minimum annual pay is equal to or greater than the minimum annual pay of a Senior Adviser Level 1 is not eligible to receive payment for overtime worked.

- B2.9 In determining a claim or claims for overtime from an employee whose minimum annual pay is equal to or greater than the minimum annual pay of a Senior Adviser Level 1, the Member will take into account such records of attendance that may demonstrate that the employee has worked regular and/or excessive overtime.
- B2.10 The loading paid under subclause B2.4 is not taken into account in the calculation of overtime payments.
- B2.11 A casual employee who is required to work overtime will be paid as follows:
- a) for overtime worked at any time from Monday to Saturday inclusive, at the rate of time and a half at the employee's ordinary hourly rate of pay for the first three hours, and at the rate of double time at the employee's ordinary hourly rate of pay for all hours thereafter.
 - b) for overtime worked at any time on a Sunday, at the rate of double time at the employee's ordinary hourly rate of pay for all hours worked.
 - c) for overtime worked on a public holiday or on a substituted public holiday as defined in clause F23 of this Agreement, at the rate of double time and a half at the employee's ordinary hourly rate of pay for all hours worked.
- B2.12 For the purposes of calculating overtime payments, each day's work will stand alone.
- B2.13 Overtime is to be calculated to the nearest quarter of an hour of the total amount of overtime to be claimed in each fortnightly period.
- B2.14 Overtime will not be paid, unless it is performed at the direction or approval of a Member. Any payment will be met from within the Member's salary cap.
- B2.15 A Member will not authorise payment for overtime where the employee has failed to keep suitable records of attendance for duty and absence from duty.

Meal Allowance

- B2.16 A casual employee is eligible to receive payment of a meal allowances in accordance with clause C11.
- B2.17 The term 'meal break' does not require the employee to partake of a meal during the break period.

Leave

- B2.18 A casual employee is not eligible for paid leave other than long service leave.

Salary Progression

- B2.19 A casual employee is not eligible for salary progression as referred to in clause C5, however the Member may determine that the person should be paid at any of the pay points in the salary range prescribed for the employee's classification.

B3 PROBATION

- B3.1 Where a person is employed on probation under the LAMS Act, the period of probation will be determined in advance and will be six months or less.
- B3.2 At the time of an offer of employment on probation, the Member will inform the person in writing of the period of probation that will apply.
- B3.3 A decision of the Member to terminate the employment of an employee on probation is excluded from the Internal Review Procedures (Section J) of this Agreement.

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

B4 HOURS OF WORK

- B4.1 In this clause employee refers to an employee, other than a casual employee.
- B4.2 Hours of work arrangements will be in accordance with operational requirements and workplace health and safety principles. This means that patterns of working hours that have the potential to impact on the health of an employee, such as working long hours in a condensed period or avoiding meal breaks so as to depart early from work, should be avoided.
- B4.3 As far as practicable, an employee will not be required to work for longer than five hours without a break of a minimum of thirty minutes duration except whilst undertaking fire fighting duties or other declared emergency activities.

Ordinary Hours of Work

- B4.4 The ordinary daily hours are seven hours and twenty-one minutes for a full time employee. The ordinary weekly hours are thirty-six hours and forty-five minutes for a full time employee.
- B4.5 A part-time employee will work less than the ordinary weekly hours of work for a full-time employee.
- B4.6 As far as practicable, ordinary daily hours must be worked within the span of hours limits of 7:00 am to 7:00 pm Monday to Friday.
- B4.7 A Member will, after consultation with the employee, fix the commencing and finishing times of an employee's ordinary daily hours having regard to the employee's work and life responsibilities.

Meal Break

- B4.8 An employee will not be required to work for more than five hours without a break for a meal of at least thirty minutes duration. Meal breaks will not count as time worked unless specifically provided for in this Agreement.
- B4.9 The term 'meal break' does not require the employee to partake of a meal during the break period.
- B4.10 Where an employee has been working five hours since the employee's last break and it is expected that the requirement for extra duty will shortly cease, the employee and the Member may decide that a meal break is not required and the employee will continue working until the extra duty ceases.
- B4.11 An employee who works up to six hours in a day may, with the agreement of the Member, work up to six hours without a meal break to accommodate the employee's personal circumstances and work/life balance.

Rest Relief after Extra Duty

- B4.12 Unless a Member directs an employee to report for duty earlier, the employee must have a continuous period of eight hours off duty between ceasing extra duty following normal duty one day, and commencing normal daily hours of work the following day.
- B4.13 An employee is entitled to be absent from duty, without loss of pay, until the employee has been off duty for a continuous period of eight hours plus reasonable travel time.

- B4.14 Where a Member directs an employee to return to duty without having had eight consecutive hours off duty, plus reasonable travelling time, the employee must:
- a) be paid at double the ordinary hourly rate of pay until the employee is released from duty for that period; and
 - b) the employee will then be entitled to be absent until the employee has had eight consecutive hours off duty plus reasonable travelling time, without loss of pay for any ordinary working time occurring during that absence.

B5 TIME OFF IN LIEU (TOIL)

- B5.1 TOIL will provide the framework for an employee's, other than a casual employee's, pattern of attendance at work to be varied according to the needs of the employee and the requirements of the Member's office. It is not a system that is designed to increase or reduce the total number of hours that must be worked.
- B5.2 For TOIL arrangements to work effectively Members and employees have a responsibility to manage hours of work to ensure that individuals are not building up excessive TOIL credits without:
- a) the opportunity to access TOIL credit; and
 - b) being productively employed i.e. a Member may require an employee not to accumulate TOIL credits before 8:30 am or after 4:51 pm where there is insufficient work or an employee cannot be sufficiently managed.
- B5.3 TOIL will only accrue on those hours worked in excess of thirty-eight hours and forty-five minutes in a week for a full-time employee, and proportionate hours for a part-time employee.
- B5.4 A Member may authorise an employee who has accrued TOIL credits to be absent during the hours specified for the performance of ordinary daily hours in subclause B4.6 without deduction from pay, and without additional payment, on an hour-for-hour basis, at ordinary time rates of pay.
- B5.5 Accrued TOIL credits will be taken at such times and in such a period or periods as are agreed between the employee and the Member and approved prior to taking accrued TOIL. It is the responsibility of both the employee and the relevant Member to take steps to ensure that accrued TOIL credits can be taken as time off, in accordance with this clause.
- B5.6 TOIL will, subject to operational requirements, be granted as soon as practicable after it is accrued, unless the employee requests otherwise.
- B5.7 If a Member does not grant an employee's request to take TOIL because of operational requirements, the Member will consult with the employee to determine a mutually convenient alternative time for the employee to take TOIL.
- B5.8 A Member must not approve TOIL where the employee has failed to keep suitable records of attendance for duty and absence from duty.
- B5.9 An employee can only accrue a maximum TOIL credit equal to 100 hours at the end of the settlement period.
- B5.10 A settlement period will comprise two weeks.

- B5.11 Where an employee has accrued 80 hours TOIL credit the employee and relevant Member must agree, and implement a TOIL usage plan to ensure the employee's accrued TOIL credit will not exceed a maximum of 100 hours.
- B5.12 There is no provision to cash out TOIL credits either during a period of employment with the Member, or upon separation.
- B5.13 An employee not complying with these TOIL provisions may be directed to work standard hours or the employee's standard working pattern. Standard hours are from 8.30am to 12.30pm and from 1.30pm to 4.51pm, Monday to Friday, unless otherwise agreed in writing by the employee and the Member.

B6 RECORD KEEPING

- B6.1 The employer will keep records relating to the employees' work, including records about attendance and pay, in accordance with the requirements of the FW Act and the FW Regulations.
- B6.2 The employee will record the time of commencing and ceasing duty for each day. These records will require certification by the employing Member, or other nominated supervisor, and lodgement with the relevant corporate area in a timely fashion.

B7 NOTICE OF TERMINATION

- B7.1 Where an employee's employment is to be terminated at the initiative of the employee, the employee will provide written notice of their resignation to the Member at least two weeks prior to the proposed date of the resignation.
- B7.2 The period of notice required in subclause B7.1 may be reduced by agreement in writing between the employee and the Member.
- B7.3 Where an employee's employment is terminated at the initiative of the Member, the employee may be paid a termination payment as set out in clause B8.
- B7.4 The termination payment under clause B8 will constitute payment or part payment of compensation in lieu of notice for the purposes of section 117 of the Fair Work Act.
- B7.5 If the payment to which the employee is entitled to under clause B8 is less than that to which the employee would be entitled to under section 117 of the Fair Work Act the Employee will be entitled to be paid compensation in lieu of notice equal to the difference between the termination payment in subclause B8.1 and the Employee's entitlement under section 117 of the Fair Work Act.
- B7.6 Where an employee is not entitled to a termination payment under subclause B8.1, the employee may be entitled to notice or pay in lieu of notice in accordance with section 117 of the Fair Work Act.

B8 TERMINATION PAYMENT

- B8.1 Subject to this clause and subclause B8.2, an employee whose employment is terminated by the operation of sections 8(1), 8(2), 8(4), 13(1) and 13(3) of the LAMS Act is entitled to be paid:
- a) a sum equal to four weeks salary irrespective of length of service; plus
 - b) a sum equal to two weeks salary for each completed year of continuous service, plus a pro-rata payment for additional completed months of service, up to a maximum of forty-eight weeks salary.

- B8.2 The following employees are not entitled to a termination payment under subclause B8.1:
- a) An employee whose employment is terminated by resignation or dismissal for misconduct.
 - b) An employee who has a right of return to secure employment in the public sector.
 - c) An employee who is engaged for a fixed period, to fill a vacancy caused by a staff member being absent on leave.
 - d) An employee who is engaged to undertake a specified project, where the project has been completed.
 - e) A probationary employee.
 - f) A casual employee.
- B8.3 Where an employee is entitled to be paid redundancy pay under clause 119 of the Fair Work Act, any termination payment made under subclause B8.1 will be reduced by an amount equal to that redundancy payment.
- B8.4 An employee who is in receipt of a termination payment under subclause B8.1 and who is subsequently re-employed under the LAMS Act, will repay the termination payment received to the extent that the person's re-employment covers the same period of time as the termination payment.

Section C - Rates of Pay and Allowances

C1 PART-TIME EMPLOYMENT

- C1.1 Persons engaged on a part-time basis will receive, on a proportionate basis, equivalent pay and conditions to those of full time employees.

C2 PAY INCREASES

- C2.1 Employees will be paid in accordance with the employee's classification and rates of pay set out in Annex A to this Agreement.
- C2.2 Pay increases that will apply to pay rates for all classifications set out in Annex A of this Agreement will be:
- a) \$2090.00 or 2% per cent, whichever is the greater, effective from 1 July 2013. This increase 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; and
 - b) Two 1.5% increases payable from the first pay period on or after 1 July 2014 and 1 April 2015; and
 - c) Two 1.5% increases payable from the first pay period on or after 1 October 2015 and 1 April 2016; and
 - d) Two 1.5% increases payable from the first pay period on or after 1 October 2016 and 1 April 2017.
- C2.3 A person who was an employee of a Member on 1 July 2013 and who separated from the Member's employment before the commencement of this Agreement, will be paid any difference between the rate of pay under clause C2 of this Agreement and the rate which the former employee was paid in the same classification on separation. Any monies paid to the employee on separation from the Member's employment will be adjusted in the same manner as the rate of pay.

C3 METHOD OF PAYMENT

- C3.1 Employees will be paid fortnightly in arrears and by electronic funds transfer into a financial institution account of the employee's choice.
- C3.2 The relevant corporate area commits to paying employees their ordinary fortnightly pay on the appropriate payday.
- C3.3 The ordinary fortnightly pay will be based on the following formula:
Fortnightly pay = annual rate of pay x 12 / 313.
- C3.4 A part-time employee will be paid pro-rata based on the employee's agreed ordinary hours.
- C3.5 An employee will, with the approval of the relevant corporate area, be advanced the pay due for any period of approved paid annual or long service leave. Advancement of pay will be subject to payroll processing timeframes. The approval of the relevant corporate area will not be unreasonably withheld.

C4 PAYROLL DEDUCTION FOR UNION FEES

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

C5 PAY POINTS AND PROGRESSION

- C5.1 On commencement an employee may be paid at any pay point within their classification level, subject to the agreement of the relevant Member. In considering the appropriate rate of payment the Member will take into account such factors as:
- a) The employee's:
 - i. qualifications; and
 - ii. relevant work and personal experience; and
 - iii. current pay; and
 - iv. ability to make an immediate contribution; and
 - b) difficulties in attracting and retaining suitable employees.
- C5.2 The relevant Member may, following a review under subclause C5.4, or at any other time, agree to pay the employee at a higher rate of pay applicable to the employee's classification level, provided the employee's current rate of pay is less than the maximum rate payable for that classification.
- C5.3 The higher rate of pay will be specified in a new Employment Agreement and paid to the employee from the date of commencement of the new contract.
- C5.4 An employee's performance and total remuneration will be reviewed in April each year by the relevant Member in consultation with the employee.
- C5.5 At the time of the review, the relevant Member will take into consideration the employee's work performance as well as the employee's attendance, diligence and efficiency in determining whether to pay the employee a higher rate of pay.
- C5.6 The relevant Member will inform the employee whether the employee's work performance, attendance, diligence and efficiency have been satisfactory or unsatisfactory.
- C5.7 Where the employee is informed that the employee's work performance, attendance, diligence and efficiency have not been satisfactory, the relevant Member will:
- a) provide details to the employee; and
 - b) discuss with the employee what is required to achieve satisfactory work performance, attendance, diligence and/or efficiency in accordance with subclause I4.4.

C6 TEMPORARY PERFORMANCE

- C6.1 The Member may temporarily increase an employee's salary to a point in the salary range of a higher classification to recognise a requirement for the employee to perform higher level work in the workplace for a specified period. For example, temporary performance may be used to cover the absence of an employee on maternity or long service leave.

- C6.2 Temporary performance will only be available where the requirement to perform higher level work in the workplace is for a period of five consecutive days or more and the payment can be met within the Member's approved salary cap. This payment will occur from day 1, provided the total period of temporary performance is five days or more.
- C6.3 The Member will make any such determination of salary under this clause in writing by issuing a new Employment Agreement for the relevant period.

C7 SPECIALIST DUTIES PAYMENT

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

C8 LAMS ALLOWANCE

- C8.1 In this clause *employee* refers to employees other than casual employees. Overtime worked by casual employees will be remunerated in accordance with subclause B2.7.
- C8.2 An employee may be required or requested to work reasonable additional hours for duty at any time that the employee is required, subject to the payment of an allowance in accordance with the conditions set out in this clause and the accrual of TOIL in accordance with the conditions set out in clause B5, and the reasonable additional hours provisions of the FW Act.

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

C9 MATURE AGE PAYMENT

- C9.1 the Chief Minister may approve additional remuneration benefits instead of employer superannuation contributions being made for any of the following:
- a) an employee who is seventy years or older and Commonwealth legislation precludes the payment of employer superannuation contributions for that employee; or
 - b) an employee who is seventy years or older and whose preferred choice of fund rules precludes the payment of employer superannuation contributions; or
 - c) an employee who is aged between sixty five and seventy years and the employee does not meet the work test (as defined by relevant superannuation legislation and rules).
- where the Chief Minister considers that any such employee has the knowledge, skills and experience that are essential for the Assembly to retain.
- C9.2 Where Commonwealth legislation or choice of fund rules change to allow employer superannuation contributions to be made, the mature age payment will cease and superannuation contributions will re-commence. It is the responsibility of the employee to promptly request that their relevant corporate area cease the mature age payment and resume employer superannuation contributions for funds of choice.
- C9.3 The date of effect for resumption of employer superannuation contributions under subclause C9.2 will be from the next available pay day after the mature age payment ceases.

C10 MEAL ALLOWANCE

- C10.1 An employee who works additional hours is entitled to payment of a meal allowance, where the employee is required after the completion of their ordinary hours of duty for the day to perform duty that continues until 7.00 pm or beyond, whether or not an unpaid break for a meal is taken.
- C10.2 The rate of pay for meal allowance is set out in Annex B and will be in addition to payment of the LAMS Allowance and any payment of overtime.

C11 OTHER ALLOWANCES

- C11.1 Expense, disability and skill related allowances provided for in this Agreement are set out in Annex B.
- C11.2 The rates for all allowances provided for in Annex B of this Agreement will be adjusted by the rate of increases in pay in accordance with subclause C2.2, except in Year 1 when the increase will be 2% payable on the first pay period on or after 1 July 2013.
- C11.3 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 B.
- C11.4 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.
- C11.5 Allowances payable to casual employees under this Agreement are not subject to the loading prescribed in subclause B2.4.

C12 WORK RELATED EXPENSES

- C12.1 An employee will be entitled to be paid an allowance or be reimbursed for expenses in connection with the employee's employment in accordance with this clause.

Travel Expenses

- C12.2 Where, under local arrangements, approval is given for an employee to travel on Assembly or official business and that travel involves an absence overnight, the employee will be entitled to have the costs of reasonable transport, accommodation, meal and incidental expenses met.
- C12.3 The preferred arrangement for the payment of expenses under subclause C12.2 is by the agreed charging arrangements with the ACT public sector travel manager. Other payment options that may be available for the payment of expenses under subclause C12.2, subject to substantiation by receipted tax invoices or other acceptable documentation, are:
- a) reimbursement of reasonable travel expenses;
 - b) use of corporate credit card by the relevant corporate area;
 - c) cash advance; and
 - d) use of cabcharge.

Motor Vehicle Allowance

- C12.4 If, during the course of the employee's employment, an employee is required by the Member to use their private motor vehicle, the employee will be entitled to be paid a Motor Vehicle Allowance.
- C12.5 The rate of payment for the Motor Vehicle Allowance is set out in Annex B.
- C12.6 To be eligible for payment of the allowance, an employee must seek prior approval to use their private motor vehicle from the relevant corporate area, and any request must be supported by the Member, including an undertaking from the Member that:
- a) the Member's Assembly vehicle will be used wherever possible; and
 - b) where the Member's Assembly vehicle is not available and the employee is required to use their own vehicle, there is funding available to meet the allowance that will be paid to the employee.

Taxi Vouchers

C12.7 Transport from the Assembly to an employee’s usual place of residence will be provided, on request, by taxi where the employee is required by the employee’s Member to work after 8.00pm.

Mobile Phones

C12.8 If, during the course of the employee’s employment, an employee is required by the Member to use their private mobile phone, the employee will be entitled to be reimbursed for work-related calls in accordance with the employee’s plan.

C12.9 The employee must obtain the prior approval of the Member before using their private mobile phone during the course of their employment and, following use, must submit, as soon as practicable, to the relevant corporate area an itemised statement of the calls made and the cost.

C13 REIMBURSEMENT OF REASONABLE RELOCATION EXPENSES

C13.1 Any payments made under this clause require the prior approval, and are at the discretion, of the Chief Minister.

C13.2 The purpose of this reimbursement is to provide financial assistance to employees recruited from interstate or overseas with the reasonable costs of relocation.

C13.3 The Chief Minister may approve a reimbursement payment to a prospective employee as the Chief Minister considers is reasonable in the prospective employee’s circumstances. The relevant pre-determined ceiling is set out below:

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

C13.4 The relevant Member will inform the prospective employee of the predetermined ceiling prior to the prospective employee’s relocation.

C13.5 In order for a prospective employee to be reimbursed costs, valid receipts must be provided.

C13.6 For the purposes of this clause, dependant does not require actual financial dependency and includes members of the prospective employee’s immediate household including a domestic partner, parent, parent of domestic partner, brother, sister, guardian, foster parent, step-parent, step-brother, half-brother, step-sister, half-sister, child, foster child or step child residing with the employee at the time the offer is made.

C13.7 The Chief Minister may approve payment in excess of the approved amount or ceiling in exceptional circumstances.

C13.8 In the event that the employee terminates their employment with the Territory within twenty four months of commencement of employment and does not commence employment with another Member or an ACTPS Agency within one month, the employee may be required by the Chief Minister to repay:

- a) in the case the employee terminates employment within twelve months from the date of commencement of employment – 100% of the relocation reimbursement; or
- b) in the case the employee terminates employment more than twelve months and less than twenty four months from the date of commencement of employment – 50% of the relocation reimbursement.

C14 HEALTH AND WELLBEING INITIATIVE

- C14.1 In recognition of the benefits of maintaining a healthy and productive workforce, all employees who undertake, in their own time, health promotion activities will be entitled to reimbursement of expenses not exceeding \$200 per annum in accordance with the relevant policy.
- C14.2 The reimbursement will be subject to an original receipt(s) being provided and only one claim may be made in a Fringe Benefit year (1 April to 31 March). The health promotion activity must have been purchased in the same Fringe Benefit year of the claim being made.

Section D - Pay Related Matters

D1 SALARY SACRIFICE ARRANGEMENTS

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

D2 CLASSIFICATION/WORK VALUE REVIEW

- D2.1 An employee, or a group of employees, or the union(s) or other employee representatives, may present a case to request the Chief Minister and Treasury Directorate to undertake a classification/work value review of a position or group of positions.
- D2.2 Where the Chief Minister and Treasury Directorate agrees to such a request the Chief Minister and Treasury Directorate will undertake the review in consultation with the employee(s) and the union(s) or other employee representatives.
- D2.3 Where agreement cannot be reached on the need to conduct the review then the disagreement may be resolved in accordance with the dispute resolution procedure.
- D2.4 Any classification/work value review will take into account market and other relevant comparators, including comparators that are considered pertinent to the skills, competencies and general responsibilities required of the position(s).
- D2.5 These provisions do not affect the right of the Chief Minister and Treasury Directorate to undertake a classification/work value review at its own initiative.

D3 SUPPORTED WAGE SYSTEM

- D3.1 Employees who are assessed as eligible to receive a supported wage under subclause D3.2 are to be paid the percentage of pay that corresponds to the employee's assessed productive capacity and the class of work which the person is performing, provided that the minimum amount payable is not to be less than 10% of the first pay point of the Adviser Level 1 (lower) pay range per week.
- D3.2 The relevant corporate area will arrange for an assessment of the productive capacity of an employee in accordance with the processes contained in the National Minimum Wage Order issued annually by the FWC, except that the minimum rate payable will be as set out in subclause D3.1.

D4 OVERPAYMENTS

- D4.1 An overpayment is any payment in respect of pay, allowance or leave, whether the overpayment is by accident or otherwise, to which the employee is not entitled.
- D4.2 In the event that an employee has received an overpayment, the relevant corporate area will recover the overpayment in accordance with this clause.
- D4.3 Where an overpayment has occurred, the relevant corporate area will advise the employee in writing, as soon as practicable, of the:
- a) pay period(s) in which the overpayment occurred; and
 - b) nature of the overpayment; and
 - c) gross and net components of the overpayment; and
 - d) process for recovery of the overpayment; and
 - e) proposed recovery rate.
- D4.4 The relevant corporate area and the employee will agree on a reasonable recovery rate having regard for all of the circumstances prior to any recovery being made. Where agreement cannot be reached subclause D4.7 will apply.
- D4.5 Any such agreement may include recovery of the overpayment by the relevant corporate area:
- a) as a lump sum; or
 - b) by payroll deduction from pay.
- D4.6 In respect to recovery action it may be agreed with the employee and the Member to adjust the employee's leave credits instead of, or in combination with, a cash recovery.
- D4.7 Where the relevant corporate area and the employee cannot agree a reasonable recovery rate, the overpayment will be recovered at the rate of up to 10% of the employee's gross fortnightly pay, or such other rate determined by the relevant corporate area having regard for all of the circumstances.
- D4.8 Despite subclauses D4.4 and D4.7, the recovery period will not usually exceed twenty six pay periods.
- D4.9 Despite subclauses D4.4 and D4.7, where an employee has applied for leave without pay or leave at reduced pay with insufficient notice to allow pay adjustments to occur during the period of leave, the salary adjustment will be made to the next available pay, unless there are extenuating circumstances, and the employee will be notified of such an adjustment.
- D4.10 Any outstanding money owing to the Territory when an employee ceases employment is to be recovered by deduction from any final entitlements payable to the employee.
- D4.11 If a debt still exists further debt recovery action is to be taken by the relevant corporate area unless the relevant delegate under the *Financial Management Act 1996*:
- a) directs the recovery be waived, in part or in full, based on evidence provided by the employee of exceptional circumstance or that such recovery would cause undue hardship; or
 - b) determines that an overpayment is not recoverable.
- D4.12 Where the relevant delegate under the *Financial Management Act 1996* determines that an overpayment is not recoverable, the provisions of the relevant Financial Instructions, relating to the waiver and write off of monies, will apply.

D5 UNDERPAYMENTS

- D5.1 Where the relevant corporate area agrees that an employee has been underpaid on the employee's ordinary hourly rate of pay, and the employee requests, an offline payment for the amount owing will be made to the employee within three working days of the relevant corporate area receiving the request.

D6 BACKFILL

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

Section E - Flexible Working Arrangements and Employee Support

E1 WORK AND LIFE BALANCE

- E1.1 The ACT Government is committed to the concept of work and life balance and recognises the importance of employees balancing work and personal life.
- E1.2 All employees have commitments outside the workplace. These commitments may relate to family, to the community and to general health and wellbeing. Given the diverse nature of the workforce in the ACT Public Sector, it is recognised that employees have different needs at different times.
- E1.3 The Territory recognises the need to provide sufficient support and flexibility at the workplace to assist employees in achieving work and life balance. While family friendly initiatives are important aspects of work and life balance, it is also important that all employees, at all stages in the employees' working lives, are supported through this Agreement.

E2 REQUEST FOR FLEXIBLE WORKING ARRANGEMENTS

- E2.1 In addition to the circumstances provided at subclause E2.2 and clause E3, an employee may apply as per subclause E2.3 to their Member for flexible working arrangements to support their work and life balance. The Member will respond to the employee's request as per subclauses E2.4 to E2.6.
- E2.2 Notwithstanding the entitlement under subclause E2.1, an employee may request flexible working arrangements, in accordance with the FW Act, in the following circumstances. The employee:
- a) has a parental or other caring responsibility for a child of school age or younger; or
 - b) has a caring responsibility for an individual with a disability, a terminal or chronic medical condition, mental illness or is frail and aged; or
 - c) has a disability; or
 - d) is over the age of 55; or
 - e) is experiencing domestic violence; or
 - f) is providing personal care, support and assistance to a member of their immediate family or household because they are experiencing domestic violence.
- E2.3 The request by the employee must set out, in writing, the details of the change sought and the reasons for that change.
- E2.4 The Member must respond to the request in writing within twenty-one days, providing the reasons for their decision.
- E2.5 The Member will only deny an employee's request for variation to workplace arrangements provided under this Agreement where there are operational reasons for doing so.
- E2.6 Where a request is not approved the Member will consult with the employee to determine mutually convenient alternative arrangements.

E3 EMPLOYEES WITH CARING RESPONSIBILITIES

- E3.1 Carers are employees who provide, in addition to the employees' normal family responsibilities, care and support on a regular basis to other family members or other persons who are sick or ageing, have an injury, have a physical or mental illness, or a disability.
- E3.2 Family members may include children, brothers or sisters, domestic partner, parents, grandparents and close relatives. In some cases, employees may be responsible for providing care to a neighbour or a friend who has no one to assist with day-to-day care.
- E3.3 The Territory recognises that carer responsibilities vary considerably, depending on the level of care and assistance required and may be suddenly imposed, or may increase gradually. The Territory also recognises that, generally, employees are able to provide care and assistance outside normal working hours. However, there are times that employees are required to provide more support or assistance because of illness, injury or disability.
- E3.4 To assist employees in balancing work and carer responsibilities, and to clarify the entitlement at paragraph E2.2 (b), flexible working and leave arrangements are provided in this Agreement. Examples of these flexible working and leave arrangements include, but are not limited to:
- a) flexible starting and finishing times;
 - b) ability to take a few hours off work, and make it up later;
 - c) access to breast feeding facilities;
 - d) access to personal leave for caring purposes for members of immediate family or household;
 - e) home based work on a short or long term basis;
 - f) part-time work;
 - g) job sharing;
 - h) purchased leave;
 - i) annual leave;
 - j) long service leave;
 - k) leave without pay; and
 - l) leave not provided for elsewhere.
- E3.5 Access to the leave entitlements listed in subclause E3.4 is as provided for in this Agreement.

E4 SCHEDULING OF MEETINGS

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

E5 REGULAR PART-TIME EMPLOYMENT

- E5.1 The Territory recognises that regular part-time work can be an effective means of reconciling the sometimes conflicting demands of an employee's work and personal commitments. To that end, regular part-time work is available to employees on the following basis.
- E5.2 A person may be employed in any classification as a regular part-time employee for an agreed number of regular hours that is less than the ordinary weekly hours specified in this Agreement.
- E5.3 Proposals to reduce hours below full-time employment may be initiated by the Member for operational reasons or by an employee for personal reasons.
- E5.4 No variation will be made to an employee's hours of duty unless there is an agreement between the employee and the relevant Member.
- E5.5 The agreed period, pattern of hours and days and commencement and cessation times for part-time work will be agreed between the employee and the relevant Member and recorded in the employee's Employment Agreement.

Variation to Part-Time Hours

- E5.6 Proposals to vary a part-time employment arrangement may be initiated by the Member for operational reasons or by an employee for personal reasons.
- E5.7 The Member will obtain the written agreement of the employee before the employee's hours are varied.
- E5.8 The agreed period, pattern of hours and days and commencement and cessation times for part-time work will be agreed between the employee and the relevant Member and recorded in the employee's Employment Agreement.

E6 JOB SHARING

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

E7 PART TIME EMPLOYMENT FOLLOWING MATERNITY LEAVE, PRIMARY CAREGIVER LEAVE, ADOPTION OR PERMANENT CARE LEAVE OR PARENTAL LEAVE

- E7.1 Subject to this clause, an employee employed on a full-time basis who returns to work after accessing maternity leave, primary caregiver leave, adoption or permanent care leave or parental leave will, on application by the employee, be given access to part-time employment for a period of up to three years from the birth, adoption of a child or granting of parental responsibility of a foster child, provided the employee's employment under the LAMS Act is continuous during this period.
- E7.2 The maximum aggregate period of part-time employment that may be approved for an employee under subclause E7.1 is seven years, provided the employee's employment under the LAMS Act is continuous during this period.
- E7.3 The agreed period, pattern of hours and days and commencement and cessation times for part-time work will be agreed between the employee and the relevant Member and recorded in the employee's Employment Agreement.

E8 HOME BASED WORK

- E8.1 The diverse nature of work conducted in the Assembly lends itself to a range of working environments. From time to time workplaces will include work undertaken in the field and in the home.
- E8.2 Home-based work, on a regular basis, is a voluntary arrangement that requires the agreement of both the Member and the employee. Following consultation with the relevant corporate area, employee initiated requests will be considered, having regard to operational requirements and the suitability of the work.
- E8.3 In determining appropriate home based work arrangements, Members and employees will consider a range of matters, including:
- a) appropriate and effective communication with office based employees;
 - b) the need to ensure adequate interaction with colleagues;
 - c) the nature of the job and operational requirements;
 - d) privacy and security considerations;
 - e) health and safety considerations;
 - f) the effect on clients; and
 - g) adequate performance monitoring arrangements.
- E8.4 Home based work arrangements may be terminated by the Member on the basis of operational requirements, inefficiency of the arrangements, or failure of the employee to comply with the arrangements.
- E8.5 An employee may terminate home-based work arrangements at any time by giving reasonable notice to the Member.
- E8.6 There may also be occasions where it is appropriate for an employee to work from home on an ad hoc basis. In these circumstances, arrangements to work from home are to be negotiated on a case-by-case basis between the employee and the Member.
- E8.7 Home computing facilities may be provided where the need for such facilities is agreed between an employee and the Member. Provision of equipment by the Territory will be subject to occupational health and safety requirements and to an assessment of technical needs by the Member with the assistance of the relevant corporate area.

E9 EMPLOYEE ASSISTANCE PROGRAM

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

E10 VACATION CHILDCARE SUBSIDY

- E10.1 This clause applies to an employee (other than a casual employee or a fixed term employee who has been engaged by the Member for a period of less than twelve months) with school age children who makes a timely application based on their accrued annual leave, purchased leave or long service leave during school holidays that is rejected. In these circumstances the relevant corporate area will make payment to the employee for each calendar year based on:
- a) fifty two dollars per day towards the cost of each school child enrolled in an accredited school holiday program;
 - b) up to a maximum of \$260 per child per five days;
 - c) up to a maximum of ten days per child per year;
 - d) up to a maximum of three children; and
 - e) reimbursement on production of a receipted tax invoice.
- E10.2 An accredited school holiday program is a program approved and/or subsidised by a State, Territory or Local Government.
- E10.3 The payment will apply only on the days when the employee is at work.
- E10.4 The payment will be made regardless of the length of time the child is in the program each day, but it cannot exceed the actual cost incurred.
- E10.5 An employee whose domestic partner receives a similar benefit from the partner's employer is not eligible for the payment.

E11 FAMILY CARE COSTS

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

E12 NURSING MOTHERS

- 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 Assembly will establish and maintain a room for nursing mothers. Where there is no room available another appropriate space may be used.
- E12.3 Up to one hour, per day, paid lactation breaks that are non-cumulative will be available for nursing mothers.

E13 MANAGEMENT OF EXCESSIVE HOURS

- E13.1 The Territory recognises the importance of employees balancing work and personal life. The appropriate balance is a critical element in developing and maintaining healthy and productive workplaces. While it is acknowledged that peak workload periods may necessitate some extra hours being worked by some employees, this should be regarded as the exception rather than the rule.
- E13.2 Members and employees have a responsibility to minimise the extent to which excessive hours are worked. In the circumstances where work pressures result in the employee being required to work, or is likely to work, excessive hours over a significant period, the Member and employee together must review workloads and priorities and determine appropriate strategies to address the situation. In doing so, the Member will consider and implement one or more of the following strategies to reduce the amount of excessive hours being accumulated:
- a) review of workloads and priorities;
 - b) re-allocation of resources;
 - c) consideration of appropriate arrangements for time off in lieu or other recompense;
 - d) review staffing levels and/or classifications within the work group.
- E13.3 The relevant corporate areas will consult with the LAMS Consultative Committee (LAMS CC) about the development and implementation of appropriate strategies to deal with issues associated with excessive work hours.

E14 TRANSFER TO A SAFE JOB DURING PREGNANCY

Purpose

- E14.1 This clause provides arrangements to enable a pregnant employee 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:
- a) have given at least ten weeks notice, or where that is not practical have as soon as practical given notice, that they will be applying for maternity leave; and
 - b) provide evidence from a registered health professional or registered medical practitioner to the Member that they are fit for work but that it is inadvisable for her to continue in her present position during a stated period because of illness or risks arising out of her pregnancy or hazards connected with that position.
- E14.3 In these circumstances, the employee is entitled to be transferred to an appropriate safe job for the stated period with no detriment to her current terms and conditions of employment.

Paid Absence for 'No Safe Job' Purposes

- E14.4 If 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 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 NON-APPROVAL OF LEAVE

- F2.1 Where a request is not approved the Member will, if so requested in writing by the employee, provide the reasons for that decision to the employee in writing. Where a request is not approved the Member will consult with the employee to determine mutually convenient alternative arrangements.

F3 LEAVE BELOW ONE DAY

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

F4 PERSONAL LEAVE

Purpose

- F4.1 Personal leave is available to employees to enable them to be absent from duty:
- a) because the employee is unfit for work because of a personal illness, or personal injury;
 - b) to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who is ill or injured;
 - c) in extraordinary and unforeseen circumstances.
- F4.2 Personal leave supports the Territory's commitment to a healthy workplace and workforce.

Eligibility

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

Entitlement

- F4.4 An employee may be granted personal leave up to their available credit from the first day of service.
- F4.5 Personal leave is cumulative and there is no cap on the personal leave balance an employee may accrue.
- F4.6 Subject to the approval of the Member, on engagement under the LAMS Act, employees who have prior service recognised for personal leave purposes will be credited with any personal leave balance accrued with that service. In order to be recognised for personal leave purposes, the previous service must have terminated no more than two months prior to the commencement of employment under the LAMS Act. Previous service for which a payment has, or should have, been made will not be recognised except in relation to relevant qualifying periods. On the employee's normal accrual date, the employee will then receive personal leave in accordance with subclause F4.13 or, following the implementation of daily accrual, the employee will receive personal leave in accordance with subclause F4.10.
- F4.7 Except for a short term temporary employee and an employee to whom subclause F4.6 applies, an employee engaged for a period of greater than twelve months will be credited with an equivalent of 3.6 weeks of personal leave on the day they commence employment with the Territory.

Daily Accrual implementation

- F4.8 The Assembly will move to daily accrual of personal leave as soon as the HR system can be reconfigured. The relevant corporate area will consult with staff, unions and other employee representatives to facilitate the transition to daily accrual. This consultation will occur prior to the reconfiguration of the HR system.
- F4.9 To avoid doubt, following the implementation of daily accrual of personal leave in accordance with subclause F4.8, subclauses F4.13, F4.14 and F4.33 will cease to operate and subclause F4.6 will operate only as it relates to the daily accrual of personal leave and the recognition of prior service.
- F4.10 Despite subclause F4.7, from the day of commencement, an employee's personal leave accrues on a daily basis according to the formula set out below:
- $(A \times B \times D) / C$ = total hours of leave accrued per day, where:
- A = number of ordinary hours per week worked; and
- B = one where the day counts as service or zero where the day does not count as service;
- C = number of calendar days in the year; and
- D = number of weeks of personal leave an employee is entitled to a year (i.e. 3.6 weeks).
- F4.11 The accrual calculated in subclause F4.10 will be credited to the employee progressively on a fortnightly basis.

Until Daily Accrual is Implemented

- F4.12 Until daily accrual is implemented the provisions contained in subclauses F4.13, F4.14 and F4.33 will apply.
- F4.13 An additional credit of 3.6 weeks personal leave will be made on the anniversary of the employee's commencement during each year of service.
- F4.14 The accrual date for personal leave will be deferred by one day for every calendar day of unauthorised absence or leave without pay that does not count for service.
- F4.15 A part-time employee will accrue personal leave calculated on a pro-rata basis.

Short-term Employees

- F4.16 Until daily accrual of personal leave is implemented, the provisions contained in subclauses F4.17 and F4.18 will apply to short term employees. To avoid doubt, subclauses F4.17 and F4.18 will cease to operate from the date of implementation of daily accrual of personal leave in accordance with subclause F4.8.
- F4.17 A fixed-term employee engaged for a period of less than twelve months will be credited with one week of personal leave after four weeks continuous service and 0.2 weeks of personal leave for each subsequent four weeks of continuous service up to a maximum of two weeks in the employee's first twelve months of service.
- F4.18 After twelve months continuous service an employee referred to in subclause F4.17 will receive 5.2 weeks of personal leave with pay. For every subsequent twelve months of service the employee will receive personal leave in accordance with subclause F4.13.
- F4.19 The provisions contained in subclauses F4.20 to F4.23 will apply to the accrual of personal leave by short term employees from the date of implementation of daily accrual.
- F4.20 All short-term employees will accrue personal leave in accordance with the formula set out in subclause F4.10 from the date of implementation of daily accrual.

- F4.21 All short-term employees who commence employment with the Territory on or after the date of implementation of daily accrual of personal leave will be credited with the equivalent of one week of personal leave on their date of commencement.
- F4.22 All short-term employees who have been employed by the Territory for a period of less than four weeks continuous service as at the date of implementation of daily accrual of personal leave will be credited with the equivalent of one week of personal leave on the date of implementation of daily accrual.
- F4.23 Upon completion of twelve months continuous employment with the Territory short term employees 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 during the twelve months. The 3.6 weeks is in addition to any personal leave accrued under subclause F4.20.

When Personal Leave Credits Have Been Exhausted

- F4.24 Where personal leave credits have been exhausted, the Member may grant an employee a period of unpaid personal leave for personal illness or injury or for the care of a member of the employee's immediate family or household who is sick.

NOTE: In such circumstances, alternative arrangements are provided for at subclause F4.53.

- F4.25 Fixed-term employees are not entitled to anticipate personal leave but may be granted up to an aggregate of twenty days without pay in the first twelve months.

Other Provisions

- F4.26 An employee in receipt of workers compensation for more than forty five weeks will accrue personal leave on the basis of hours actually worked.
- F4.27 Unused personal leave credit will not be paid out on cessation of employment.

Evidence and Conditions

- F4.28 An employee must give notice of the intention to take personal leave. The notice must be provided to their Member 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.
- F4.29 The Member may grant personal leave if they are satisfied there is sufficient cause, having considered any requested or required documentary evidence.
- F4.30 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.
- F4.31 The Member will accept the following documentary evidence as proof of personal illness or injury or the need to care for a member of the employee's immediate family or household who is sick:
- a) a certificate from a registered medical practitioner or registered health professional who is operating within their scope of practice; or
 - b) a statutory declaration made by the employee if it is not reasonably practicable for the employee to give the employer a certificate.
- F4.32 Applications for personal leave requiring an employee to care for a member of the employee's immediate family or household who is sick will need any required documentary evidence to clearly state the caring requirement.

Section F - Leave

- F4.33 If documentary evidence is not produced when an employee applies for leave, the Member may grant personal leave up to three consecutive working days with pay, to a maximum of seven working days in any accrual year. Absences for personal leave without documentary evidence in excess of three consecutive days, or seven days in any accrual year will be without pay.
- F4.34 Following the implementation of daily accrual of personal leave, the Member may grant up to three consecutive working days personal leave with pay without documentary evidence, to a maximum of seven working days in a calendar year. Absences for personal leave without documentary evidence in excess of three consecutive days, or seven days in a calendar year will be without pay.
- F4.35 The Member may, with reasonable cause, request the employee to provide a medical certificate from a registered medical practitioner or a statutory declaration for any absence from duty on personal leave at the time of notification of the absence.
- F4.36 Paid personal leave may be granted up to an employee's available personal leave credit.
- F4.37 Subject to the production of documentary evidence, the Member may grant an employee further absence for personal illness or injury provided the additional period of personal leave is granted without pay. However, any such leave without pay that goes beyond a maximum continuous period of combined paid and unpaid personal leave of 78 weeks will not count as service for any purpose.
- F4.38 The Member must not grant personal leave for an absence caused by the misconduct of the employee. The Member may determine that an absence caused by the misconduct does not count as service for any purpose.
- F4.39 The Member must approve an application for up to five days of personal leave applied for in conjunction with a period of bonding leave.
- F4.40 The Member 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:
- a) the Member 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;
 - b) the Member considers that documentary evidence supplied in support of an absence due to personal illness or injury is inadequate; or
 - c) the employee has been absent on account of illness for a total of thirteen weeks in any twenty six week period.
- F4.41 The Member may require the employee to take personal leave after considering the results of a medical examination requested by the Member.

Rate of Payment

- F4.42 Personal leave will be granted with pay except where it is granted without pay under subclauses:
- a) F4.24; or
 - b) F4.25; or
 - c) F4.37.
- F4.43 Subject to the approval of the Member, an employee may request to use personal leave at half pay for absences of at least one week. Such absences will be deducted from the employee's accrued credits at a rate of 50% of the period of absence.
- F4.44 Any personal leave taken must be deducted from the employee's credit.

Effect on Other Entitlements

- F4.45 Personal leave with pay will count as service for all purposes.
- F4.46 Personal leave without pay, other than provided for at subclause F4.37, will count as service for all purposes.
- F4.47 Where an employee is absent on paid personal leave and a public holiday for which the employee is entitled to be paid falls within that period of absence:
 - a) the employee will be paid as a normal public holiday for that day; and
 - b) the public holiday will not be deducted from the employee's personal leave credits.
- F4.48 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 F4.37.

Access to Other Leave Entitlements

- F4.49 An employee who suffers personal illness or injury, or cares for a member of the employee's immediate family or household who is sick, for one day or longer while on:
 - a) annual leave; or
 - b) purchased leave; or
 - c) long service leave; or
 - d) unpaid maternity leave; or
 - e) unpaid parental leave; or
 - f) grandparental leave; andwho produces a certificate from a registered health professional operating within their scope of practice, may apply for personal leave.
- F4.50 Where an employee is on a form of leave specified in subclauses F4.49 and:
 - a) the employee is subsequently granted personal leave in accordance with subclause F4.49; and
 - b) the personal leave falls within a part or all of the period of the other form of leave,then that other leave will be re-credited for that period of the personal leave that falls within the period of the other leave.
- F4.51 An employee cannot access paid personal leave while on paid maternity leave, or primary care giver's leave, or adoption or permanent care leave, but can apply for personal leave during unpaid maternity leave or parental leave.
- F4.52 If the employee has exhausted all paid personal leave, personal leave without pay cannot be substituted for unpaid maternity leave.
- F4.53 If an ill or injured employee exhausts the employee's paid personal leave entitlement and produces documentary evidence, as per subclause F4.31, as evidence of continuing personal illness or injury, the employee may apply to the Member for approval to take annual leave or long service leave. If approved, this leave will not break the continuity of the 78 weeks under subclause F4.37.

F5 PERSONAL LEAVE IN EXTRAORDINARY AND UNFORESEEN CIRCUMSTANCES

- F5.1 Employees, other than casual employees, are eligible to 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 employees personal leave balance.
- F5.3 The Member may grant a maximum of four days of personal leave, other than for personal illness or the care of the employee's immediate household who is sick, in an accrual year, in extraordinary, unforeseen or unexpected circumstances 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 Member 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 Member may grant that employee personal leave during that period.
- F6.2 The employee may also apply for the absence, or a part of it, to be deducted from their annual leave credit.

F7 COMPASSIONATE LEAVE

Purpose

- F7.1 Compassionate leave is available to employees to enable them to be absent from duty when a member of an employee's immediate family or household:
- a) has a personal illness or injury that poses a serious threat to the person's life; or
 - b) dies.

Eligibility

- F7.2 Compassionate leave is available to all employees.

Entitlement

- F7.3 An employee may be granted compassionate leave from the first day of service.
- F7.4 Compassionate leave is non-cumulative.
- F7.5 Employees are entitled to up to five days of compassionate leave on each occasion of the death of a member of the employee's immediate family or household. The Member may grant an additional paid or unpaid period of compassionate leave for this purpose.
- F7.6 Employees are entitled to up to two days of compassionate leave on each occasion of personal illness or injury of a member of the employee's immediate family or household that poses a serious threat to the person's life. The Member may grant an additional paid or unpaid period of compassionate leave for this purpose.

Evidence and Conditions

- F7.7 The employee should discuss with their Member, as soon as practicable, their absence or intention to be absent on compassionate leave.
- F7.8 An employee must make an application to the Member to access compassionate leave.
- F7.9 The Member may request evidence that would satisfy a reasonable person that an application for compassionate leave is for a purpose specified in subclause F7.1.
- F7.10 Having met the requirements of this clause, the Member will approve an employee's application to access compassionate leave.
- F7.11 If the employee has not provided the evidence requested under subclause F7.9, a decision not to approve the leave may be taken in accordance with subclause F2.1.

Rate of Payment

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

Effect on Other Entitlements

- F7.13 Compassionate leave with pay will count as service for all purposes.
- F7.14 Public Holidays for which the employee is entitled to payment that fall during periods of absence on paid compassionate leave will be paid as a normal public holiday and will not be considered an absence on compassionate leave.
- F7.15 Compassionate leave that is granted under subclause F7.5 is not deducted from an employee's personal leave balance.
- F7.16 Compassionate leave that is granted under subclause F7.6 is deducted from an employee's personal leave balance.

Access to Other Leave Entitlements

- F7.17 If compassionate leave of at least one day is granted while an employee is absent on another type of leave, the other type of leave will be re-credited for the period of the absence on compassionate leave.

F8 ANNUAL LEAVE

Purpose

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

Eligibility

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

Entitlement

- F8.3 An employee may be granted annual leave up to their available credit from the first day of service.
- F8.4 Annual leave is cumulative.

- F8.5 An employee's annual leave credit accrues on a daily basis according to the formula set out below:
 $(A \times B \times D) / C = \text{total hours of leave accrued per day, where:}$
A = number of ordinary hours per week worked; and
B = one where the day counts as service or zero where the day does not count as service or is an unauthorised absence;
C = number of calendar days in the year; and
D = number of weeks of annual leave an employee is entitled to a year.
- F8.6 For the purpose of subclause F8.5 the basic leave entitlement is 147 hours annual leave for each full year worked.
- F8.7 An annual leave credit does not accrue to an employee if the employee is absent from duty on leave for specified defence service, or full-time defence service. If the employee resumes duty after a period of specified defence service, annual leave will accrue from the date the employee resumes duty.
- F8.8 Employees will receive payment on separation of any unused annual leave entitlement.

Evidence and Conditions

- F8.9 Employees are encouraged to use their annual leave in the year that it accrues, and to this end should discuss their leave intentions with their Member as soon as practicable.
- F8.10 An employee must make an application to the Member to access their annual leave entitlement.
- F8.11 Having considered the requirements of this clause the Member may approve an employee's application to access annual leave.
- F8.12 The Member should approve an employee's application to take annual leave, subject to operational requirements.
- F8.13 If the Member does not approve an employee's application for annual leave because of operational requirements, the Member will consult with the employee to determine a mutually convenient alternative time (or times) for the employee to take the leave.
- F8.14 The Member must, unless there are exceptional operational circumstances, approve an application for annual leave if it would enable an employee to reduce their annual leave credit below two and a half years worth of accrued annual leave credit. However, in the case of exceptional operational circumstances, the Member will consult with the employee to determine the time (or times) for the annual leave to be taken that is mutually convenient to both the Member's office and the employee.
- F8.15 If an employee's annual leave is cancelled without reasonable notice, or an employee is recalled to duty from leave, the employee will be entitled to be reimbursed reasonable travel costs and incidental expenses not otherwise recoverable under any insurance or from any other source.
- F8.16 If the operations of the Assembly are suspended at Christmas or another holiday period, the Member may direct an employee to take annual leave at a time that is convenient to the working of the Assembly, whether or not an application for leave has been made. However, this does not affect any other entitlements to leave under this Agreement.
- F8.17 If an employee has the equivalent of two years' accrued credit of annual leave and unless exceptional operational circumstances exist, the employee and relevant Member must agree, and implement an annual leave usage plan to ensure the employee's accrued leave credit will not exceed an accrued two and a half years worth of annual leave credit.

- F8.18 If an employee does not agree to a reasonable annual leave usage plan the Member may direct an employee who has accrued two and a half years worth of accrued annual leave credit to take annual leave to the extent that the employee's annual leave credit exceeds two and a half years worth of 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.
- F8.19 An employee who has an annual leave credit in excess of two and a half years' accrued entitlement:
- a) at the commencement of the Agreement; or
 - b) on joining, or returning to, the Assembly; or
 - c) on returning to duty from compensation leave,
- will have twelve months to reduce the employee's annual leave balance to two and a half years' accrued entitlement or below.
- F8.20 An employee may not be directed under subclause F8.18 to take annual leave where the employee has made an application for a period of annual leave equal to or greater than the period specified in subclause F8.18 in the past six months and the application was not approved. The Member and the employee may agree to vary an annual leave usage plan.

Rate of Payment

- F8.21 Annual leave will be granted with pay.
- F8.22 Payment for the annual leave will be based on the employee's ordinary hourly rate of pay, including allowances that count for all purposes for the time the leave is taken.
- F8.23 Annual leave may be granted at half pay with credits to be deducted on the same basis.

Effect on Other Entitlements

- F8.24 Annual leave will count as service for all purposes.
- F8.25 Public holidays for which the employee is entitled to payment that fall during periods of absence on annual leave will be paid as a normal public holiday and will not be deducted from the employee's annual leave balance.

Access to other Leave Entitlements

- F8.26 If personal leave is granted to the employee annual leave will be re-credited for the period of paid personal leave granted.
- F8.27 Subject to the approval of the Member, an employee who is on unpaid leave may be granted annual leave during that period, unless otherwise stated in this Agreement.
- F8.28 If an employee is prevented from attending for duty under the *Public Health Act 1997*, the Member may grant annual leave during that period.

Payment in Lieu of Annual Leave

- F8.29 An employee may request payment in lieu of their annual leave credit subject to the following:
- a) the employee providing the Member with a written election to do so; and
 - b) the Member, in consultation with the relevant corporate area, authorising the election; and
 - c) the employee taking at least one week of annual leave in conjunction with this entitlement or the employee has taken at least one week of annual leave in the past six months; and
 - d) 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.

- F8.30 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.

F9 ANNUAL LEAVE LOADING

Purpose

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

Eligibility

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

Entitlement

- F9.3 Where an employee's entitlement is based on subclause F9.7, the leave loading payable is subject to a maximum payment. This maximum payment is the equivalent of the Australian Bureau of Statistics' male average weekly total earnings for the 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.
- F9.4 An employee whose employment ceases and who is entitled to payment of accumulated annual leave or pro rata annual leave will be paid any accrued annual leave loading not yet paid and leave loading on pro rata annual leave entitlement due on separation.

Evidence and Conditions

- F9.5 Eligible employees may elect to be paid the annual leave loading accrued by fortnightly instalments, or by lump sum payment at such a time as the employee nominates, by making a written request to the relevant corporate area.
- F9.6 Any unpaid annual leave loading accrued by employees will be paid on the first payday in December following its accrual.

Rate of Payment

- F9.7 The amount of an employee's entitlement under subclause F9.2 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.

F10 PURCHASED LEAVE

Purpose

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

Eligibility

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

Entitlement

- F10.3 Employees may purchase leave in addition to the employee's usual annual leave entitlement, up to a maximum of twelve weeks in any twelve month period, subject to the Member's approval.
- F10.4 An employee may apply, at any time, to the Member for approval to participate in the purchased leave scheme.
- F10.5 The application must specify the amount of leave to be purchased in whole weeks up to a maximum of twelve weeks in any twelve month period, and the period over which the additional leave is to be acquitted.
- F10.6 Approval by the Member for an employee to purchase and use purchased leave, is subject to both the operational requirements of the workplace and the personal responsibilities of the employee.
- F10.7 Approval to purchase additional leave will not be given where an employee has an annual leave balance of two and a half years worth of annual leave credit or more, except where the employee intends to use all excess annual leave credit before taking purchased leave.
- F10.8 Once an employee commences participation in the scheme, the employee may only opt out of the scheme before the expiration of the agreed acquittal period, where:
- a) the employee can demonstrate, in writing, that exceptional circumstances exist, such as unforeseen financial hardship, and the relevant Member agrees; or
 - b) the employee's employment ceases before the expiration of the agreed acquittal period; or
 - c) the employee proceeds on paid maternity or primary care giver leave.
- F10.9 If an employee who is participating in the scheme moves from one Member's office to another Member's office during the agreed acquittal period, the employee's continuation in the purchased leave scheme will be subject to the separate approval of the gaining Member. Where such approval is not given, any money owing to the employee in respect of purchased leave not taken will be refunded to the employee as soon as practicable. Any shortfall in payments will be deducted from monies owing to the employee.

Evidence and Conditions

- F10.10 An employee should discuss with their Member, as soon practicable, their intention to be absent on purchased leave.
- F10.11 An employee must make an application to the Member to access their purchased leave entitlement.
- F10.12 Having considered the requirements of this clause the Member may approve an employee's application to access purchased leave. A decision not to approve the leave must be made in accordance with subclause F2.1.
- F10.13 Approval by the Member to grant purchased leave will be subject to the operational requirements of the workplace, the personal responsibilities of the employee and appropriate periods of notice.
- F10.14 A minimum of one week of purchased leave must be taken at any one time unless the remaining balance is less than one week or the Member is satisfied, on evidence presented, there are exceptional circumstances which warrant purchased leave being taken in shorter periods.
- F10.15 Purchased leave must be used within the agreed acquittal period, not exceeding twelve months from the date of commencement in the scheme or the expiry of the employee's current Employment Agreement, whichever occurs first. Purchased leave not taken within the agreed acquittal period will be forfeited and the value of the leave refunded to the employee at the end of the acquittal period or expiry of the employee's current Employment Agreement.

Rate of Payment

- F10.16 While an employee is on a period of purchased leave the employee will be paid at the rate of pay used to calculate the employee's deduction.
- F10.17 Purchased leave will be paid for by a fortnightly deduction from the employee's pay over an agreed acquittal period not exceeding twelve months from the date the employee commences participation in the scheme or the expiry of the employee's current Employment Agreement, whichever occurs first.
- F10.18 Fortnightly deductions, from the employee's pay, will commence as soon as practicable following approval of the employee's application to participate in the purchased leave scheme. The deductions will be calculated on the employee's pay at the date of commencement of participation in the scheme, the amount of leave to be purchased and the agreed acquittal period.
- F10.19 Despite subclause F10.18, if the employee's pay changes during the acquittal period the employee may seek approval for the deduction to be recalculated.
- F10.20 Fortnightly tax deductions will be calculated on the employee's gross pay after the deduction has been made for purchased leave.
- F10.21 Subject to subclause F10.22, allowances in the nature of pay may be included in the calculation of purchased leave payments where:
- a) advised appropriate by the relevant corporate area, and the employee agrees; and
 - b) there is the likelihood the allowance will continue to be received over the duration of the acquittal period.
- F10.22 The LAMS Allowance cannot be included for the purposes of calculating purchased leave payments.

Effect on Other Entitlements

- F10.23 Leave taken as purchased leave will count as service for all purposes.
- F10.24 Public Holidays for which the employee is entitled to payment that fall during periods of absence on purchased leave will be paid as a normal public holiday and will not be deducted from the employee's purchased leave balance.
- F10.25 Purchased leave will not affect the accrual of other forms of leave, such as personal leave, annual leave or long service leave.
- F10.26 The purchase of additional leave under this clause will not affect the superannuation obligations of the employer and/or the employee involved.

Access to other Leave Entitlements

- F10.27 Where an employee provides a certificate from a registered health professional operating within their scope of practice for a personal illness occurring during a period of absence on purchased leave, the employee will have the purchased leave re-credited for that period covered by the certificate, and substituted by personal leave.
- F10.28 An employee participating in the scheme who proceeds on paid maternity or primary care giver's leave will elect to, either:
- a) exit the purchased leave scheme and have any money owing refunded; or
 - b) subject to subclause F10.29, remain in the scheme and have pay deductions continue during the period of paid maternity or primary care giver's leave.

- F10.29 Purchased leave taken during an employee's absence on maternity or primary care giver's leave will not extend the employee's total period of maternity leave or primary care giver's leave.
- F10.30 An employee participating in the scheme who is in receipt of paid workers' compensation will have pay deductions for purchased leave continue. Normal conditions for purchased leave will apply for employees on graduated return to work programs; however entry into the scheme should be discussed with the rehabilitation case manager.

F11 LONG SERVICE LEAVE

- F11.1 The eligibility requirements and entitlements for long service leave under the PSM Standards apply subject to the provisions of this clause.
- F11.2 An employee may elect to receive an annual allowance calculated at two and a half percent of the employee's annual salary instead of the accrual of long service leave. If an employee elects to receive an annual allowance instead of long service leave the entitlement to accrue long service leave is forgone during the employee's period of employment.
- F11.3 An employee who makes no election under subclause F11.2 will accrue long service leave in accordance with the PSM Standards.
- F11.4 The Member may grant long service leave to an employee who accrues long service leave to the extent of that employee's pro-rata long service leave credits after seven years eligible service.
- F11.5 An employee who accrues long service leave under subclause F11.3, whose employment under the LAMS Act ceases otherwise than because of the employee's death, will receive payment for any pro-rata entitlement, provided the employee has completed not less than one year of full or part time employment under the LAMS Act. including any recognised service.
- F11.6 If an employee whose period of employment is not less than one year dies, the approving authority may authorise payment to a dependant of the employee of an amount equal to, or payments to two or more dependants of the employee of amounts aggregating, the amount that would have been payable to the employee under Part 4.3 of the PSM Standards if the employee had, on the day the employee died, ceased to be an employee otherwise than because of death, on or after, the employee attaining the minimum retiring age.
- F11.7 To encourage the flexible use of long service leave:
- a) employees may be granted leave in blocks of not less than seven calendar days if the employees so request; and
 - b) long service leave may be taken on double, full or half pay when approved by the Member and subject to operational requirements, with credits to be deducted on the same basis; or
 - c) having considered his or her work-life balance, an employee may, in writing, request the approval of the Member to the partial or full payment in lieu of their accrued leave credit. The payment in lieu will be based on the rate of pay the employee would have received had the employee taken the leave at the time the application was made. If the employee is on higher duties, payment at the higher duties rate will only be approved if the higher duties would have continued for an equivalent period of leave.

F12 MATERNITY LEAVE

Purpose

- F12.1 Maternity leave is available to pregnant employees to enable them to be absent from duty to:
- a) support her own wellbeing and to care for and bond with a new born child; and
 - b) support the protection of the family and children under the *Human Rights Act 2004*; and
 - c) support the employee's right to continuity of service.

Eligibility

- F12.2 An employee who is pregnant is eligible to be absent on maternity leave.
- F12.3 An employee is eligible for maternity leave where termination of the pregnancy occurs within twenty weeks of the expected date of birth of the child. Where an employee's pregnancy terminates more than twenty weeks before the expected date of birth of the child any maternity leave which has been prospectively approved will be cancelled.

Eligibility – Paid Maternity Leave

- F12.4 An employee who is eligible for maternity leave and who has completed twelve months of continuous service, including recognised prior service, is eligible for paid maternity leave.
- F12.5 An employee who is eligible for maternity leave and who completes twelve months of continuous service within the first eighteen weeks of maternity leave is eligible for paid maternity leave for the period between completing twelve months of service and the end of the first eighteen weeks of maternity leave.
- F12.6 An employee who is eligible for paid maternity leave and who is on approved leave without pay is eligible for paid maternity leave for the period between completing the approved period of leave without pay and the end of the first eighteen weeks of maternity leave.

Entitlement

- F12.7 An eligible employee is entitled to be absent for up to fifty two weeks maternity leave for each pregnancy. To avoid doubt, the entitlement under this clause does not increase in cases of multiple births.
- F12.8 Subject to subclause F12.4, an employee who is eligible for paid maternity leave is entitled to be paid for the first eighteen weeks of maternity leave and this entitlement is in addition to the Federal paid parental leave scheme.
- F12.9 Maternity leave is non-cumulative.
- F12.10 Subject to subclauses F12.12 and F12.13, an employee who is eligible for maternity leave must absent herself from duty for a period commencing six weeks prior to the expected date of birth of the child and ending six weeks after the actual date of birth of the child.
- F12.11 An eligible employee's period of maternity leave will commence:
- a) subject to subclause F12.12, six weeks prior to the expected date of birth of the child; or
 - b) on the birth of the child (including where this occurs earlier than six weeks prior to the expected date of birth of the child); or
 - c) on the date the pregnancy ends if that occurs within twenty weeks (either side) of the expected date of birth of the child; or
 - d) for all other eligible employees, on the first day of maternity leave.

- F12.12 An employee who produces medical evidence from a registered medical practitioner that she is fit for duty until a date less than six weeks prior to the expected date of birth of the child may continue to work up until a date recommended by the medical practitioner, subject to the approval of the Member.
- F12.13 An employee who has given birth to a child and produces medical evidence from a registered medical practitioner that she is fit for duty from a date less than six weeks after the date of birth of the child may resume duty on a date recommended by the medical practitioner, subject to the approval of the Member.
- F12.14 An employee who has given birth to a child may resume duty following the end of the six week period after the birth of the child and earlier than the end of the approved period of maternity leave subject to the approval of the Member.
- F12.15 An employee is entitled to return to work in accordance with the provisions in the National Employment Standards of the FW Act.

Evidence and Conditions

- F12.16 An employee must give notice to their Member as soon as practicable of their intention to be absent on maternity leave.
- F12.17 Maternity leave is deemed to be approved; however an employee must submit an application to the Member for any period of maternity leave. Having considered the requirements of this clause the Member will approve an employee's application to access maternity leave.
- F12.18 Prior to commencing maternity leave an employee will provide the Member with evidence of her pregnancy and the expected date of birth from a registered health professional who is operating within their scope of practice.
- F12.19 As soon as possible after the birth of the child an employee will provide the Member with evidence of the birth and the date of the birth. Such evidence may include a copy of the birth certificate or documents provided by a registered health professional who is operating within their scope of practice.

Rate of Payment

- F12.20 The rate of payment to be paid to the employee during a paid period of maternity leave is the same rate as would be paid if the employee was granted paid personal leave.
- F12.21 Despite subclause F12.20, 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 maternity leave, the rate of payment for the paid component of their maternity 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 maternity leave commences.
- F12.22 To avoid doubt, an employee's status and all other entitlements remain unaltered by the operation of subclause F12.21.
- F12.23 Paid maternity leave may be taken in any combination of full or half pay, with credits to be deducted on the same basis. The maximum paid period is up to thirty six weeks at half pay.
- F12.24 The Member may approve, subject to a medical certificate from a registered medical practitioner, an employee taking paid maternity leave in a non-continuous manner, provided any other form of paid leave will not be approved until the employee has used all of the employee's paid maternity leave entitlement.

- F12.25 A period of paid maternity leave does not extend the maximum fifty two week period of maternity leave available to an eligible employee.
- F12.26 An employee's period of absence on maternity leave between the paid period of maternity leave and the maximum fifty two week period of maternity leave will be without pay, unless other paid leave entitlements are accessed.

Effect on Other Entitlements

- F12.27 Maternity leave with pay will count as service for all purposes.
- F12.28 Any period of unpaid maternity leave taken by an employee during the period commencing six weeks prior to the expected date of birth of the child and ending six weeks after the actual date of birth of the child will count as service for all purposes.
- F12.29 Subject to subclause F12.28 any period of unpaid maternity leave taken by an employee will not count as service for any purpose but does not break continuity of service.
- F12.30 Public holidays for which the employee would otherwise have been entitled to payment that fall during periods of absence on maternity leave will not be paid as a normal public holiday.

Access to Other Leave Entitlements

- F12.31 An application by an employee for long service leave or annual leave during a period that would otherwise be an unpaid period of maternity leave will be granted to the extent of available entitlements.
- F12.32 Subject to subclause F4.49, an application by an employee for personal leave during a period that would otherwise be an unpaid period of maternity leave will be granted subject to the employee providing a certificate from a registered health professional operating within their scope of practice to the extent of available entitlements.

Keep in Touch Arrangements

- F12.33 At any time after six weeks from the child's date of birth, an employee may agree to attend the workplace on up to ten separate occasions of up to one day each so as to keep in touch with developments in the workplace (for meetings and training etc.).
- F12.34 The employee will be paid at their ordinary hourly rate of pay for this time during unpaid maternity 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 maternity leave.
- F12.35 For the purpose of subclause F12.33, a medical certificate is not required.

F13 SPECIAL MATERNITY LEAVE

Purpose

- F13.1 Special maternity leave is available to employees where:
- a) the employee is not fit for work due to a pregnancy related illness, or
 - b) the pregnancy of the employee ends within twenty eight weeks of the expected date of birth, other than by the birth of a living child.

Note: If a pregnancy ends within twenty weeks of the expected date of birth of the child the employee may be entitled to paid or unpaid maternity leave as per subclauses F12.3 and F12.4.

Eligibility

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

Entitlement

F13.3 An employee is entitled to a period of unpaid special maternity leave for the duration certified by a registered medical practitioner as necessary.

Evidence and Conditions

F13.4 The employee must provide the Member with notice that they are taking special maternity leave. The notice must be given as soon as practicable (which may be after the leave has started); and should include the period, or expected period, of the leave.

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

F13.6 An employee who has given notice that special maternity leave will be (or is being) taken must provide reasonable evidence of the purpose for taking leave. This evidence may include a medical certificate from a registered medical practitioner.

Rate of Payment

F13.7 Special maternity leave is granted without pay.

Effect on Other Entitlements

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

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

F13.10 Special maternity leave accessed due to pregnancy related illness is not deducted from the entitlement for unpaid maternity leave accessed after the birth of the child.

Access to Other Leave Entitlements

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

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

F14 PRIMARY CARE GIVER LEAVE

Purpose

- F14.1 Primary care giver leave is available to employees to enable them to be absent from duty to:
- a) care for and bond with a newborn child; and
 - b) support the protection of the family and children under the *Human Rights Act 2004*.

Eligibility

- F14.2 Primary care giver leave is available to employees other than casual employees who are the primary care giver of a newborn child.
- F14.3 An employee who has completed at least twelve months continuous service, including recognised prior service, is eligible for primary care giver leave.
- F14.4 An employee who is eligible for paid maternity leave, foster and short term care leave, or adoption or permanent care leave is not eligible for primary care giver leave.
- F14.5 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

- F14.6 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.
- F14.7 Primary care giver leave is non-cumulative.
- F14.8 An employee is entitled to return to work in accordance with the provisions in the National Employment Standards.

Evidence and Conditions

- F14.9 An employee should discuss with their Member, as soon practicable, their intention to be absent on primary care giver leave.
- F14.10 An employee must make an application to the Member to access their primary care giver leave.
- F14.11 The employee must provide the Member with appropriate evidence concerning the reasons for and circumstances under which the primary care giver leave application is made, which may include:
- a) a certificate from a registered health professional operating within their scope of practice relating to the expected date of birth of a child; or
 - b) a birth certificate.
- F14.12 In all cases details of leave being taken by the employee's domestic partner must be provided.
- F14.13 Before granting primary care giver leave, the Member must be satisfied that the employee demonstrates that they are the primary care giver.
- Example 1: The primary care giver may be the father of the newborn child.
- Example 2: The primary care giver may be the domestic partner of the newborn child's mother.

Section F - Leave

- F14.14 For the purposes of this clause a newborn is considered to be a baby of up to fourteen weeks old. In extenuating circumstances, the Member may approve primary care giver leave when a newborn is more than fourteen weeks old.
- F14.15 Having considered the requirements of this clause the Member will approve an employee's application to access primary care giver leave.
- F14.16 The total combined entitlement under this clause and the maternity leave clause, and equivalent clauses in any other ACTPS enterprise agreement, is eighteen weeks of paid leave in relation to the birth.
- F14.17 Primary care giver leave may be taken in any combination with maternity leave provided that the mother and the other employee entitled to primary care giver leave do not take these forms of paid leave concurrently.

Rate of Payment

- F14.18 Primary care giver leave will be granted with pay.
- F14.19 The rate of payment to be paid to the employee during a paid period of primary care giver leave is the same rate as would be paid if the employee was granted personal leave.
- F14.20 Despite subclause F14.19, 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.
- F14.21 To avoid doubt, an employee's status and all other entitlements remain unaltered by the operation of subclause F14.20.
- F14.22 Primary care giver leave may be granted in any combination of full or half pay, with credits to be deducted on the same basis. The maximum paid period is up to thirty six weeks at half pay.

Effect on Other Entitlements

- F14.23 Primary care giver leave will count as service for all purposes.
- F14.24 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.

Access to Other Leave Entitlements

- F14.25 Primary care giver leave does not extend the maximum period of unpaid parental leave available to an employee.

Keep in Touch Arrangements

- F14.26 An employee on primary care giver leave may agree to attend the workplace on up to ten separate occasions of up to one day each so as to keep in touch with developments in the workplace (for meetings and training etc.).
- F14.27 The employee will be paid at their ordinary hourly rate of pay for this time 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.

F15 PARENTAL LEAVE

Purpose

- F15.1 Parental leave without pay is in addition to the provisions available in maternity leave, primary care giver leave and adoption or permanent care leave and is available to employees to enable them to be absent from duty following the birth or adoption of a child or the commencement of a permanent caring arrangement for a child.

Eligibility

- F15.2 Parental leave is available to an employee or an eligible casual employee who is the primary care giver of a child following the birth or adoption of a child or the commencement of a permanent caring arrangement for a child.

Entitlement

- F15.3 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 maternity leave, primary care giver leave or adoption or permanent care leave which the employee has taken in relation to the same child, provided the employee's employment under the LAMS Act is continuous during this period.
- F15.4 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.
- F15.5 At the end of this time the employee is entitled to return to work in accordance with the provisions in the National Employment Standards.
- F15.6 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 the employee's employment under the LAMS Act is continuous during this period.

Evidence and Conditions

- F15.7 An employee should discuss with their Member, as soon as practicable, their intention to be absent on parental leave.
- F15.8 An employee must make an application to the Member to access their unpaid parental leave entitlement.
- F15.9 Having considered the requirements of this clause the Member will approve an employee's application to access parental leave.
- F15.10 The employee must provide the Member with appropriate evidence concerning the reasons for and circumstances under which the unpaid parental leave application is made, which may include:
- a) a birth certificate; or
 - b) documents from an adoption authority concerning the adoption of a child; or
 - c) documents relating to a permanent caring arrangement.
- F15.11 The Member will not grant parental leave if the employee's domestic partner is on parental leave and is an employee of the Territory.

Rate of Payment

- F15.12 Parental leave will be granted without pay.

Effect on Other Entitlements

- F15.13 Parental leave does not count as service for any purpose.
- F15.14 Parental leave does not break continuity of service.
- F15.15 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.

Access to Other Leave Entitlements

- F15.16 An employee on parental leave may access annual and long service leave on full or half pay to the extent of available entitlements.
- F15.17 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 health professional operating within their scope of practice.

Keep in Touch Arrangements

- F15.18 An employee may agree to attend the workplace on up to ten separate occasions of up to one day each so as to keep in touch with developments in the workplace (for meetings and training etc.), less any Keep In Touch time approved during maternity or primary caregiver leave as per subclauses F12.33 or F14.26.
- F15.19 The employee will be paid at their ordinary hourly rate of pay for this time. Keep in touch attendance will count as service for all purposes, but does not extend the period of leave and does not end or reduce the entitlement to parental leave.

F16 GRANDPARENTAL LEAVE

Purpose

- F16.1 Grandparental leave is available to employees to enable them to be absent from duty to undertake a primary care giving role to their grandchild during normal business hours.

Eligibility

- F16.2 Grandparental leave is available to employees other than casual employees and employees on probation.
- F16.3 To be eligible for grandparental leave, the baby or child whom the employee is providing care for must be:
 - a) their grandchild; or
 - b) their step-grandchild; or
 - c) their adopted grandchild; or
 - d) a child for whom the employee's child has parental or caring responsibility authorised under a law of a State or Territory.

Entitlement

- F16.4 An eligible employee may be granted up to fifty two weeks of grandparental leave, in relation to each grandchild under care. This leave may be taken over a period not exceeding five years.
- F16.5 Grandparental leave is available up until the fifth birthday of the grandchild for whom the employee is the primary care giver.

- F16.6 Grandparental leave is non-cumulative.
- F16.7 The length of a period of absence on grandparental leave must be agreed between the eligible employee and the Member.
- Example 1: A day or part-day on an occasional basis.
- Example 2: A regular period of leave each week, fortnight or month.
- Example 3: A larger block of leave such as six or twelve months.
- F16.8 If an employee is absent on grandparental leave and becomes a grandparent to another grandchild, for whom they are the primary care giver, a new application must be made as per subclause F16.4 and F16.10.

Evidence and Conditions

- F16.9 An employee should discuss with their Member, as soon as practicable, their intention to be absent on grandparental leave.
- F16.10 An employee must make an application to the Member to access their grandparental leave entitlement, and must include details of the period, or expected period, of the absence.
- F16.11 Having considered the requirements of this clause the Member may approve an employee's application to access grandparental leave. A decision not to approve the leave will be taken in accordance with subclause F2.1.
- F16.12 The Member should not approve an application for grandparental leave where an employee has an annual leave balance in excess of eight weeks.
- F16.13 An application for grandparental leave must include evidence in the form of:
- a) a statutory declaration or a medical certificate confirming the birth or the expected date of the birth of the grandchild; or
 - b) the grandchild's adoption certificate or a statutory declaration confirming the adoption of the grandchild; or
 - c) a letter or a statutory declaration confirming that there is an authorised care situation.
- F16.14 If both grandparents are employees of the Territory either grandparent may be granted leave but the leave may not be taken concurrently.

Rate of Payment

- F16.15 Grandparental leave will be granted without pay.

Effect on Other Entitlements

- F16.16 Employees cannot engage in outside employment during a period of grandparental leave without the prior approval of the Member.
- F16.17 Grandparental leave will count as service for all purposes except the accrual of annual leave and personal leave.
- F16.18 Grandparental leave will not break continuity of service.
- F16.19 Public holidays for which the employee would otherwise have been entitled to payment that fall during periods of absence on grandparental leave will not be paid as a normal public holiday.

Access to Other Leave Entitlements

- F16.20 An employee on grandparental leave may access annual leave, purchased leave or long service leave.
- F16.21 An application by an employee for personal leave during a period that would otherwise be grandparental leave will be granted subject to the employee providing a certificate from a registered health professional who is operating within their scope of practice.

F17 BONDING LEAVE

Purpose

- F17.1 Bonding leave is available to employees to enable them to be absent from duty to:
- a) bond with a newborn 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;
 - b) support the protection of the family and children under the *Human Rights Act 2004*.

Eligibility

- F17.2 Bonding leave is available to employees other than casual employees at the time of the child's birth, adoption or the commencement of a permanent caring arrangement when the employee is not the primary care giver to the child.
- F17.3 An employee who is eligible for paid maternity 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 Member may agree to convert the bonding leave and personal leave taken in accordance with this clause to primary care giver's leave.

Entitlement

- F17.4 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 F4.39.
- F17.5 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 Member.
- F17.6 The entitlement under subclause F17.5 will be reduced by the extent of the entitlement accessed by an employee under subclause F17.4.
- F17.7 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.
- F17.8 Bonding leave is non-cumulative.
- F17.9 Paid bonding leave must be taken as a single ten day block. The five days of personal leave accessed as per subclause F4.39 may be taken at any time up to fourteen weeks from the date of the birth, adoption or commencement of the permanent caring arrangement.
- F17.10 Where an employee's domestic partner is also an employee of the Territory this leave may be taken concurrently with the domestic partner receiving maternity leave, adoption or permanent care leave or primary care giver leave.

Evidence and Conditions

- F17.11 An employee should discuss with their Member, as soon as practicable, their intention to be absent on bonding leave.
- F17.12 Bonding leave will be approved subject only to the Member being satisfied that the eligibility requirements have been met; however an employee must submit an application to the Member for any period of bonding leave.
- F17.13 The employee must provide the Member with appropriate evidence concerning the circumstances under which the bonding leave application is made, which may include:
- a) a medical certificate relating to the expected date of birth of a child; or
 - b) a birth certificate; or
 - c) documents from an adoption authority concerning the proposed adoption of a child; or
 - d) documents relating to a permanent caring arrangement until the child reaches the age of eighteen.
- F17.14 Unless the Member determines that exceptional circumstances apply bonding leave will not be approved to care for:
- a) a baby over the age of fourteen weeks (not applicable in cases of adoption or permanent caring arrangements); or
 - b) an adopted child or child who is the subject of a permanent caring arrangement over the age of eighteen years on the day of placement.

Rate of Payment

- F17.15 Bonding leave will be granted with or without pay.
- F17.16 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

- F17.17 Paid bonding leave will count as service for all purposes and unpaid bonding leave will not count as service for any purposes but will not break continuity of service.
- F17.18 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.

F18 ADOPTION OR PERMANENT CARE LEAVE

Purpose

- F18.1 Adoption or Permanent Care leave is available to employees to enable them to be absent from duty to:
- a) care for and bond with an adopted child or a child for whom the employee has a permanent caring responsibility, including kinship arrangements, until the child turns eighteen; and
 - b) support the protection of the family and children under the *Human Rights Act 2004* and the *Children and Young People Act 2008*.

Eligibility

- F18.2 Paid adoption or permanent care leave is available to employees other than casual employees who are the primary care giver of an adopted child or a child for whom the employee has a permanent caring responsibility until the child turns eighteen.
- F18.3 An employee who has completed at least twelve months continuous service, including recognised prior service, is eligible for adoption or permanent care leave.
- F18.4 An employee who is eligible for paid primary care giver leave is not eligible for adoption or permanent care leave.
- F18.5 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

- F18.6 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.
- F18.7 A casual employee is entitled to unpaid pre-adoption leave in accordance with the provisions of the National Employment Standards.
- F18.8 To avoid doubt, the entitlement under subclause F18.6 does not increase when the adoption or permanent caring responsibility involves more than one child at the time of application.
- F18.9 Adoption and permanent care leave is non-cumulative.
- F18.10 An employee is entitled to return to work in accordance with the provisions in the National Employment Standards.

Evidence and Conditions

- F18.11 An employee should discuss with their Member, as soon practicable, their intention to be absent on adoption or permanent carer leave.
- F18.12 An employee must make an application to the Member to access their adoption or permanent care leave.
- F18.13 The employee must provide the Member with appropriate evidence concerning the reasons for and circumstances under which the adoption or permanent care leave application is made, which may include:
 - a) documents from an adoption authority concerning the adoption; or
 - b) an authorisation as a kinship carer made under the *Children and Young Peoples Act 2008*.
- F18.14 In all cases details of leave being taken by the employee's domestic partner must be provided.
- F18.15 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 de facto partner.

- F18.16 Before granting leave the Member must be satisfied that the employee demonstrates that they are the primary care giver.

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

Example 2: The primary care giver may be authorised as a permanent kinship carer in the initial six months of the child's placement with them.

- F18.17 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.
- F18.18 In all cases, the child(ren) must be under the age of eighteen at the date the employee assumes permanent responsibility for the child for leave to be approved.

Rate of Payment

- F18.19 Adoption or permanent care leave will be granted with pay, except for unpaid pre-adoption leave for casual employees.
- F18.20 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.
- F18.21 Despite subclause F18.20 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 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.
- F18.22 To avoid doubt, an employee's status and all other entitlements remain unaltered by the operation of subclause F18.21.
- F18.23 Leave may be granted in any combination of full or half pay, with credits to be deducted on the same basis. The maximum paid period is up to thirty six weeks at half pay.

Effect on Other Entitlements

- F18.24 Paid adoption or permanent care leave will count as service for all purposes.
- F18.25 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.

Access to Other Leave Entitlements

- F18.26 Adoption or permanent care leave does not extend the maximum period of unpaid parental leave available to an employee.

F19 FOSTER AND SHORT TERM CARE LEAVE

Purpose

- F19.1 Foster and Short Term Care leave is available to employees to enable them to be absent from duty to:
- a) care for a child in an emergency or other short term out of home care placement, including kinship arrangements, that has not been determined to be permanent; and
 - b) support the protection of the family and children under the *Human Rights Act 2004* and the *Children and Young People Act 2008*.

Eligibility

- F19.2 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.
- F19.3 An employee who has completed at least twelve months continuous service, including recognised prior service, is eligible for Foster and Short Term Care leave.

Entitlement

- F19.4 An eligible employee will be entitled to a period of paid leave proportionate to the duration of the caring arrangement per application and up to a maximum of ten working days per calendar year.
- Example 1: An emergency care placement of 48 hours will entitle an employee to up to two days of leave.
- Example 2: A short term care placement of up to two years' duration will entitle an employee to up to ten working days of leave.
- F19.5 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.
- F19.6 An eligible employee will be entitled to paid leave as per subclause F19.4 to undertake accreditation towards an enduring parental authority to care for the child(ren) to whom the current short term caring arrangement applies.
- F19.7 The entitlement under subclause F19.4 does not increase when the short term caring arrangement involves more than one child at the time of application.
- F19.8 Foster and Short Term Care leave is non-cumulative.
- F19.9 Where an employee exhausts their paid leave entitlement under this clause the employee may seek approval for further unpaid leave.

Evidence and Conditions

- F19.10 An employee should discuss with their Member, as soon practicable, their intention to be absent on Foster and Short Term Care leave.
- F19.11 An employee must make an application, as soon as practicable, to the Member to access their Foster and Short Term Care leave.

- F19.12 The employee must provide the Member with appropriate evidence concerning the reasons for and circumstances under which each Foster and Short Term Care leave application is made, which may include:
- a) documents relating to current and previous court orders granting responsibility for a foster child; or
 - b) documents from a registered health professional or registered medical practitioner.

Rate of Payment

- F19.13 Foster and Short Term Care leave will be granted with pay or without pay.
- F19.14 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.
- F19.15 The approved leave period may be taken at full pay in a single block or as single or part days.

Effect on Other Entitlements

- F19.16 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.
- F19.17 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.

Access to Other Leave Entitlements

- F19.18 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.

F20 COMMUNITY SERVICE LEAVE

Purpose

- F20.1 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:
- a) jury service (including attendance for jury selection) that is required by or under a law of the Commonwealth, a State or a Territory; or
 - b) a voluntary emergency management activity; or
 - c) other recognised voluntary community service activity.

Jury Service

Eligibility

- F20.2 Community service leave for jury service is available to all employees.

Entitlement

- F20.3 Community service leave for jury service is non-cumulative.

Evidence and Conditions

- F20.4 Although the granting of community service leave for jury service is deemed to be approved, an employee must:
- a) submit a leave application for the period of the absence; and
 - b) provide sufficient documentary evidence of the reason for the absence.
- F20.5 The employee should discuss with their Member their intention to be absent on community service leave for jury service.

Rate of Payment

- F20.6 Community service leave for jury service will be granted with pay to employees other than casual employees.
- F20.7 If the employee is paid jury fees, this amount must be deducted from the employee's pay less reasonable out-of-pocket expenses.

Effect on Other Entitlements

- F20.8 Community service leave for jury service will count as service for all purposes.
- F20.9 Public holidays for which the employee is entitled to payment that fall during periods of absence on paid community service leave for jury service will be paid as a normal public holiday and will not be considered to be community service leave for jury service.

Voluntary Emergency Management

Eligibility

- F20.10 An employee who is a member of a relevant emergency service, including:
- a) a State or Territory Emergency Service;
 - b) a fire-fighting service;
 - c) a search and rescue unit; or
 - d) other volunteer service performing similar functions,
- is eligible for community service leave for voluntary emergency management.
- F20.11 A casual employee who is a member of a relevant emergency service is eligible to unpaid community service leave for voluntary emergency management service.

Entitlement

- F20.12 Eligible employees are entitled to be absent on unpaid leave to engage in a voluntary emergency management activities, subject to operational requirements in the workplace.
- F20.13 Eligible employees, other than casual employees, are eligible for up to four days paid community service leave for voluntary emergency management per emergency.
- F20.14 Community service leave for voluntary emergency management is non-cumulative.

Evidence and Conditions

- F20.15 An employee should discuss their intention to be absent on paid or unpaid community service for voluntary emergency management with their Member as soon as practicable, which may be at a time after the absence has started. The employee must advise the Member of the period, or expected period, of the absence.
- F20.16 An employee must make an application to the Member to access their paid community service leave for voluntary emergency management entitlement.
- F20.17 The employee must, if requested by the Member, provide sufficient documentary evidence of the reason for the absence.
- F20.18 The Member may grant paid community service leave for voluntary emergency management to enable the employee to fulfil an obligation in the event of a civil emergency.
- F20.19 Having considered the requirements of this clause the Member may approve an employee's application to access paid community service leave for voluntary emergency management. A decision not to approve the leave will be taken in accordance with subclause F2.1.

Rate of Payment

- F20.20 Where paid leave is granted for community service leave for voluntary emergency management, it is paid at the employee's ordinary hourly rate of pay.

Effect on Other Entitlements

- F20.21 A period of approved community service leave for voluntary emergency management will count as service for all purposes.
- F20.22 Public holidays for which the employee is entitled to payment that fall during periods of absence on paid community service leave for voluntary emergency management will be paid as a normal public holiday and will not be considered to be community service leave for voluntary emergency management.

Additional Leave

- F20.23 Additional paid leave may be approved by the Member for any voluntary emergency management duties required to be performed by an employee who is a member of a State or Territory Emergency Service.

Voluntary Community Service

Eligibility

- F20.24 Community service leave for voluntary community service is available to all employees.

Entitlement

- F20.25 Employees, other than casual employees, are entitled to up to three days of paid leave for community service leave to engage in a recognised voluntary community service activity within a twelve month period.
- F20.26 Community service leave for voluntary community service is non-cumulative.
- F20.27 An employee may be granted unpaid community service leave to engage in a recognised voluntary community service activity, subject to operational requirements in the workplace.

Evidence and Conditions

- F20.28 An employee should discuss their intention to be absent on community service leave for voluntary community service, as soon as practicable, with their Member.
- F20.29 An employee must make an application to the Member to access their community service leave for voluntary community service entitlement.
- F20.30 The Member may request sufficient documentary evidence of the reason for the absence.
- F20.31 In considering an application from an employee for paid leave to engage in a voluntary community service activity, the Member must consider whether:
- a) the activity is a recognised voluntary activity; and
 - b) the community organisation or project is an acceptable organisation or project; and
 - c) there is a risk the activity would place the employee in a real or perceived conflict of interest.
- F20.32 Leave for a voluntary community service activity must not be approved for activities which:
- a) involve any payment in cash or kind for the duties performed by the employee; or
 - b) replace work ordinarily undertaken by a paid worker; or
 - c) are undertaken solely for direct personal benefit of the employee; or
 - d) place the employee in a conflict of interest situation; or
 - e) are primarily focussed on promoting particular religious or political views; or
 - f) involves work which does not have a community focus.
- F20.33 Having considered the requirements of this clause the Member may approve an employee's application to access paid or unpaid community service leave for voluntary community service.
- F20.34 A decision not to approve the leave must be made in accordance with subclause F2.1.

Rate of Payment

- F20.35 Community service leave for voluntary community service is granted with pay for the first three days leave in a twelve month period to all employees except casual employees.

Effect on Other Entitlements

- F20.36 Community service leave for voluntary community service will count as service for all purposes up to a maximum of twenty three days in any twelve month period.
- F20.37 Where the Member has approved a request for unpaid community service leave for voluntary community service exceeding twenty days in a twelve month period, this leave in excess of twenty days will not count as service.
- F20.38 Public holidays for which the employee is entitled to payment that fall during periods of absence on paid community service leave for voluntary community service will be paid as a normal public holiday and will not be considered to be community service leave for voluntary community service.

Access to Other Leave Entitlements

- F20.39 Leave granted under this provision may be taken in combination with approved annual or long service leave.

F21 LEAVE FOR DOMESTIC VIOLENCE PURPOSES

Purpose

- F21.1 Leave for domestic violence purposes is available to employees who are experiencing domestic 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, domestic violence.
- F21.2 Domestic violence is defined in the Dictionary.

Eligibility

- F21.3 Paid leave for domestic violence purposes is available to all employees with the exception of casual employees.
- F21.4 Casual employees are entitled to access leave without pay for domestic violence purposes.

Entitlement

- F21.5 An employee experiencing domestic violence will have access up to a maximum of 20 days per calendar year paid leave, subject to the provision of appropriate evidence. Leave for domestic violence purposes is non-accumulative.
- F21.6 Leave for domestic 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 Member 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 domestic violence purposes.
- F21.7 Leave for domestic violence purposes is to be used to:
- attend appropriate medical appointments for referral to other appropriate counselling or support services;
 - obtain legal advice;
 - attend counselling appointments;
 - seek assistance from other relevant support services;
 - attend court proceedings;
 - attend prosecution appointments;
 - attend police appointments;
- or to access:
- alternative accommodation;
 - alternative childcare or schooling for children;
- the need for which is as a consequence of domestic violence occurring.
- F21.8 Leave for domestic violence purposes may be taken as consecutive or single days, or as part days.
- F21.9 For confidentiality and privacy reasons leave for domestic 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 C of this Agreement.

Evidence and Conditions

- F21.10 Employees wishing to access leave for domestic violence purposes should discuss making an application with their Member or an appropriate HR Manager as soon as reasonably practical.

Section F - Leave

- F21.11 As a general rule, a leave application should be submitted by an employee for approval by the Member 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.
- F21.12 Evidence of the occurrence of domestic violence will be required to access leave for domestic violence purposes.
- F21.13 Evidence may include:
- a document issued by the Police;
 - a written referral, issued by a registered medical practitioner or registered nurse, to a counsellor trained in providing support in domestic violence situations;
 - a document issued by a Court, or a counsellor trained in providing support to people experiencing the effects of domestic violence;
 - written confirmation from an Employee Assistance Program provider or from a domestic violence support service that the employee is experiencing domestic violence issues.
- F21.14 Members 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

- F21.15 Leave for domestic violence purposes is granted with pay. Casual employees are entitled to access leave without pay for domestic violence purposes.
- F21.16 Leave for domestic violence purposes will not be granted at half pay, unless there are extenuating circumstances.

Effect on Other Entitlements

- F21.17 Leave with pay for domestic violence purposes will count as service for all purposes. Leave without pay for domestic violence purposes will not count as service for any purpose, but will not break an employee's continuity of service.

Access to Other Leave Entitlements

- F21.18 Where leave for domestic violence purposes credits have been exhausted the Member may grant an employee leave without pay or other forms of paid leave, such as annual leave or long service leave.
- F21.19 Employees should utilise personal leave for an illness or injury, or to seek treatment for an illness or injury, caused by domestic violence.
- F21.20 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 domestic violence.

F22 OTHER LEAVE

Purpose

- F22.1 Other leave is available to employees to enable them to be absent from duty for a variety of purposes as set out in Annex C.
- F22.2 Other leave may be granted in the interests of:
- a) the Assembly, a State, a Territory or the Commonwealth; or
 - b) the community in general; or
 - c) the employee.

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

Eligibility

- F22.3 An employee who meets the eligibility requirements specified in Annex C is eligible to apply for that form of other leave.

Entitlement

- F22.4 An employee may, subject to subclause F22.8, be granted other leave to the maximum period set out in Annex C.

Evidence and Conditions

- F22.5 An employee should discuss with their Member, as soon as practicable, their intention to be absent on a form of other leave, including the reasons for the absence and the period, or expected period, of the absence.
- F22.6 An employee must make an application to the Member to access a form of other leave.
- F22.7 Having considered the requirements of this clause the Member may approve an employee's application to access a form of other leave. A decision not to approve the leave must be made in accordance with subclause F2.1.
- F22.8 Any period of leave approved under this clause must not extend beyond the life of the current Assembly or the expiry date of an employee's Employment Agreement.
- F22.9 The employee must, if requested by the Member, provide sufficient documentary evidence supporting the reason for the absence.
- F22.10 When considering requests for other leave, the Member will take into account:
- a) the employee's circumstances;
 - b) community norms and obligations;
 - c) the operational requirements of the workplace;
 - d) other available leave options;
 - e) any conditions on the entitlement as defined in Annex C.

Rate of Payment

- F22.11 Other leave may be granted with or without pay in accordance with Annex C.

Effect on Other Entitlements

- F22.12 A period of other leave will, or will not, count as service in accordance with Annex C.
- F22.13 Public holidays for which the employee is entitled to payment that fall during periods of absence on other paid leave will be paid as a normal public holiday and will not reduce an entitlement of the employee to other leave under Annex C.

Access to Other Leave Entitlements

- F22.14 Leave will not be granted under this provision if another form of leave is more appropriate.

F23 PUBLIC HOLIDAYS

Eligibility

- F23.1 Public holidays are available to employees other than casual employees.

Entitlement

- F23.2 Employees are entitled to be absent from duty on the following days:
- a) 1 January (New Year's day), or, if that day falls on a Saturday or Sunday, the following Monday;
 - b) 26 January (Australia Day), or, if that day falls on a Saturday or Sunday, the following Monday;
 - c) the 2nd Monday in March (Canberra Day);
 - d) Good Friday;
 - e) the Saturday following Good Friday;
 - f) the Monday following Good Friday;
 - g) 25 April (Anzac Day), or, if that day falls on a Saturday or Sunday, the following Monday;
 - h) the 2nd Monday in June (the day for the observance of the anniversary of the birthday of the Sovereign);
 - i) Family and Community Day;
 - j) the 1st Monday in October (Labour Day);
 - k) Christmas Day, or, if that day falls on a Saturday or Sunday, the following Monday;
 - l) 26 December (Boxing Day), or—if that day falls on a Saturday—the following Monday; or if that day falls on a Sunday or Monday—the following Tuesday;
 - m) any other day, or a part of any other day, declared to be a public holiday in the ACT in accordance with the *Holidays Act 1958*;
 - n) the next working day after Boxing Day; and, in addition,
 - o) any other day, or part of any day, declared to be a holiday by the Commissioner for Public Administration.

Rate of Payment

- F23.3 A public holiday is granted with pay.
- F23.4 A part time employee whose regular part time hours do not fall on a public holiday will not be paid for that public holiday.
- F23.5 An employee will not be paid for a public holiday which occurs during a period of leave without pay.

F23.6 If a public holiday occurs on the day immediately before or immediately after an employee is on a period of leave without pay the employee is entitled to be paid for the public holiday.

F23.7 An employee who is required by the Member to work on a public holiday for a period that is:

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

will be entitled to an additional payment of one hundred and fifty percent of the employee's ordinary hourly rate of pay.

Effect on Other Entitlements

F23.8 Subject to subclause F23.9, public holidays count as service for all purposes.

F23.9 A public holiday will not count as service if it occurs while the employee is on a period of leave not to count as service.

F24 CHRISTMAS SHUTDOWN

Purpose

F24.1 Christmas shutdown is provided for operational efficiency and the wellbeing of employees.

Eligibility

F24.2 Christmas shutdown is available to employees other than casual employees.

Entitlement

F24.3 Employees are entitled to two days of paid absence during the Christmas shutdown period, which are the working days between 28 December and 31 December inclusive.

F24.4 Only those employees who are directed or rostered to work during this period may attend for work over the Christmas shutdown period.

F24.5 An employee who is directed to work during the Christmas shutdown period will be entitled to either:

- a) take paid absence equivalent to the time worked at a time agreed between the employee and the relevant Member; or
- b) elect to receive a payment equivalent to the time worked at the employee's ordinary rate of pay. These days are not public holidays and therefore public holiday rates do not apply. The payment for time worked is in addition to the entitlement under subclause F24.3.

F24.6 Part time employees whose regular part time hours do not fall during the Christmas shutdown period will not be entitled to the additional two days of paid absence. Nothing in this clause is intended to reduce or increase a part time employee's pay entitlement for the pay period in which the Christmas shutdown period falls.

Rate of Payment

F24.7 Christmas shutdown absence is granted with pay.

Effect on Other Entitlements

F24.8 Christmas shutdown absence counts as service for all purposes.

Section G - Communication and Consultation

G1 CONSULTATION

- G1.1 There should be effective consultation and employee participation in decisions that affect an employee's employment. This is essential to the successful management of change.
- G1.2 Where there are proposals by the Chief Minister or a Member to introduce changes within the office or to existing work practices, the Chief Minister or Member will consult with affected employees and the union(s).
- G1.3 The Chief Minister or Member will provide relevant information to assist the employees and the union(s) to understand the reasons for the proposed changes and the likely impact of these changes so that the employees and union(s) are able to contribute to the decision making process.
- G1.4 For the purpose of providing effective consultation:
- a) adequate time will be provided to employees and the union(s) to consult with management;
 - b) a LAMS Consultative Committee will be established, with membership to be agreed by the Chief Minister and the union(s) following commencement of this Agreement; and
 - c) additional levels of consultation, such as a Workplace Consultative Committee (WCC), may be established with the agreement of the LAMS CC to operate at the local level. Where established these levels of consultation will deal with workplace specific issues before such issues may be raised with the LAMS CC and have membership agreed by the LAM CC.
- G1.5 LAMS Consultative Committee will:
- a) monitor the operation and implementation of this Agreement;
 - b) consider any proposed new or proposed significant changes to Assembly policy statements and guidelines that relate to the provisions of this Agreement; and
 - c) exchange information about workplace issues affecting employees; and
 - d) consult on any existing performance management schemes, and on the development of any new performance management schemes, in the Assembly;
 - e) meet at least quarterly, unless otherwise agreed; and
 - f) have terms of reference agreed to by the members of the LAMS CC.

Consultation on Changes to Regular Rosters or Ordinary Hours of Work

- G1.6 Where the Member proposes to introduce a change to the regular roster or ordinary hours of work of employees, the following will apply:
- a) the Member must notify the relevant employees of the proposed change;
 - b) the Member must recognise the affected employee(s) union or other representative;
 - c) as soon as practicable after proposing to introduce the change, the Member must:
 - i. discuss with the relevant employees the introduction of the change; and
 - ii. for the purposes of the discussion,-provide to the relevant employees:
 - all relevant information about the change, including the nature of the change; and
 - information about what the Member reasonably believes will be the effects of the change on the employees; and
 - information about any other matters that the Member reasonably believes are likely to affect the employees; and
 - iii. 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).

- G1.7 However, the Member is not required to disclose confidential or commercially sensitive information to the relevant employees.
- G1.8 The Member must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- G1.9 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 G1.7.
- G1.10 In addition, the employer undertakes that, for the purposes of subclause G1.2, the Member will recognise and consult with the affected employee(s), their union or other representative.

G2 DISPUTE AVOIDANCE/SETTLEMENT PROCEDURES

- G2.1 The objective of these procedures is the prevention and resolution of disputes about:
- a) matters arising in the workplace, including disputes about the interpretation or implementation of the Agreement; and
 - b) the application of the National Employment Standards.
- G2.2 For the purposes of this clause, except where the contrary intention appears, the term 'parties' refers to 'parties to the dispute'.
- G2.3 All persons covered by this Agreement agree to take reasonable internal steps to prevent, and explore all avenues to seek resolution of, disputes.
- G2.4 An employee who is a party to the dispute may appoint a representative, which may be a relevant union, for the purposes of the procedures of this clause.
- G2.5 In the event there is a dispute, the following processes will apply.
- G2.6 Where appropriate, the relevant employee or the employee's representative will discuss the matter with the Member.
- G2.7 In instances where the dispute remains unresolved, the employee, the union or other employee representative will be notified and a meeting will be arranged at which a course of action for resolution of the dispute will be discussed.
- G2.8 If the dispute remains unresolved after this procedure, a party to the dispute may refer the matter to the FWC.
- G2.9 The FWC may deal with the dispute in two stages:
- a) 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
 - b) if the FWC is unable to resolve the dispute at this first stage, the FWC may then:
 - i. arbitrate the dispute; and
 - ii. make a determination that is binding on the parties.
- G2.10 The FWC may exercise any powers it has under the FW Act as are necessary for the just resolution or determination of the dispute.

Section G – Communication and Consultation

- G2.11 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.
- G2.12 All persons involved in the proceedings under subclause G2.9 will participate in good faith.
- G2.13 Unless the parties agree to the contrary, 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.
- G2.14 The parties agree to be bound by a decision made by the FWC in accordance with this clause.
- G2.15 However, any party may appeal a decision made by the FWC in accordance with the FW Act.
- G2.16 Despite the above, the parties may agree to submit the dispute to a body or person other than the FWC. Where the parties agree to submit the dispute to another body or person:
- a) all of the above provisions apply, unless the parties agree otherwise; and
 - b) references to the FWC in the above provisions will be read as a reference to the agreed body or person;
 - c) all obligations and requirements on the parties and other relevant persons under the above provisions will be complied with; and
 - d) the agreed body or person must deal with the dispute in a manner that is consistent with section 740 of the FW Act.
- G2.17 While the parties are trying to resolve the dispute using procedures in this clause:
- a) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
 - b) an employee must comply with a direction given by the Member to perform other available work at the same workplace, or at another workplace, unless:
 - i. the work is not safe; or
 - ii. applicable occupational health and safety legislation would not permit the work to be performed; or
 - iii. the work is not appropriate for the employee to perform; or
 - iv. there are other reasonable grounds for the employee to refuse to comply with the direction.

G3 FLEXIBILITY TERM

- G3.1 The Member and an individual employee may agree to vary the application of certain provisions of this Agreement to meet the particular needs of the office and of the individual employee (an individual flexibility arrangement).
- G3.2 The provisions of this Agreement that the Member and an individual employee may agree to vary through an individual flexibility arrangement are:
- a) vacation childcare subsidy (subclause E11.1);
 - b) family care costs (subclause E12.1); and
 - c) Specialist Duty Payment (subclause C7.3).

- G3.3 The Member must ensure that the terms of the individual flexibility arrangement:
- a) are about matters that would be permitted if the arrangement were an enterprise agreement;
 - b) does not include a term that would be an unlawful term if the arrangement were an enterprise agreement; and
 - c) will result in the employee being better off overall than the employee would have been if no individual flexibility arrangement were agreed to.
- G3.4 The Member must ensure that the individual flexibility arrangement:
- a) identifies the subclause in G3.2 of this Agreement that the Member and the employee have agreed to vary;
 - b) sets out details of how the arrangement will vary the effect of the clause;
 - c) includes details of how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - d) states the day the arrangement commences.
- G3.5 An individual flexibility arrangement made under this clause must be genuinely agreed to by the Member and the individual employee.
- G3.6 Except as provided in paragraph G3.7 (b), an individual flexibility arrangement made under this clause must not include a provision that requires the individual flexibility arrangement to be approved, or consented to, by another person.
- G3.7 The Member must ensure that an individual flexibility arrangement made under this clause must be in writing and signed:
- a) in all cases - by the employee and the Member; and
 - b) if the employee is under eighteen – by a parent or guardian of the employee.
- G3.8 The Member must give the employee a copy of an individual flexibility arrangement made under this clause within fourteen days after it is agreed to.
- G3.9 The Member or the employee may terminate the individual flexibility arrangement:
- a) by giving written notice of no more than twenty eight days to the other party to the arrangement; or
 - b) if the Member and the employee agree in writing – at any time.
- G3.10 The right to make an individual flexibility arrangement under this clause is in addition to, and is not intended to otherwise affect, the right of the Member and an individual employee to make an agreement under any other provision of this Agreement.

G4 FREEDOM OF ASSOCIATION

- G4.1 The Territory recognises that employees are free to choose whether or not to join a union. Irrespective of that choice, employees will not be disadvantaged or discriminated against in respect of the employees' employment under this Agreement. The Territory recognises that employees who choose to be members of a union have the right to choose to have their industrial interests represented by the union.
- G4.2 Employees in negotiations of any kind are entitled to negotiate collectively where they so choose.
- G4.3 Employees engaging in negotiations of any kind are entitled to be represented by a representative of their choice. The Territory will deal with any such representative in good faith.

G5 RIGHT OF EXISTING AND NEW EMPLOYEES TO REPRESENTATION IN THE WORKPLACE

- G5.1 The Territory acknowledges the rights of its employees to be represented and to meet with their representatives in the workplace. The Territory recognises the legitimate right of the union(s) to represent its employees who are members, or eligible to become members of the union(s).
- G5.2 The FW Act prescribes the purpose and manner under which the union(s) may exercise right of entry in the workplace. The Territory will grant the union(s) access in accordance with the FW Act.
- G5.3 In addition, the Territory will:
- a) allow union officials and employees, who are permit holders, to enter the workplace for normal union business or to represent employees, to meet with management or members and to distribute or post material, provided that work is not disrupted;
 - b) allow the union(s) to meet with new employees who are members, or who are eligible to become members, of the union(s), at a time during normal working hours which the union(s) and the Member agree upon, and of which the relevant corporate area will advise the employees;
 - c) provide all new employees with some form of induction program, including an induction package containing information about the union(s) which the union(s) has given the relevant corporate area; and
 - d) invite the union(s) to attend any face to face induction of new employees, the details of which the relevant corporate area will advise to the union(s) contact officer or other nominated person with reasonable notice. Such attendance will be included as an integral part of the induction process and be for the purpose of delivering an information presentation including recruitment information to new employees.
- G5.4 For the avoidance of doubt, nothing in subclause G5.3 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.

G6 CO-OPERATION AND FACILITIES FOR UNIONS AND OTHER EMPLOYEE REPRESENTATIVES

- G6.1 For the purpose of ensuring that union(s) and other employee representatives who are employees of the Territory can effectively fulfil their employee representative role under this Agreement, the following provisions will apply.
- G6.2 Reasonable access to Assembly facilities, including the internal courier service, access to the ACT Government communication systems, telephone, facsimile, photocopying, access to meeting rooms and storage space, will be provided to union(s) and other employee representatives to assist them to fulfil their representative obligations, duties and responsibilities having regard to the Assembly's statutory obligations, operational requirements and resources.
- G6.3 In addition to the Assembly facilities outlined in subclause G6.2, where available, a union or employee representative who is an employee of the Territory will be able to establish designated Outlook public folders which will provide a collaborative electronic workspace to improve the flow of information. The use of Assembly facilities will be in accordance with published policies and for matters other than for industrial action.
- G6.4 A union or other employee representative who is an employee of the Territory will be provided with adequate paid time, as required by the responsibilities of the position, to undertake duties to represent employees during normal working hours. While these duties would normally be expected to be performed within the workplace, on occasions the union or employee representative may be required to conduct these duties external to the workplace.

G7 WORK ORGANISATION

- G7.1 An employee agrees to carry out all lawful and reasonable directions of the Member according to the requirements of the work and the employee's skill, experience and competence, in accordance with this Agreement, and without deskilling the employee.
- G7.2 An employee will not, unless this is done in the course of the employee's duties or as required by law or by the Member or the Assembly, use or disclose to any person any confidential information about the Member's or the Assembly's business that becomes known to the employee during the employee's employment.
- G7.3 The employer will not reveal to any person any medical, financial or personal details of the employee that the employer may have obtained, except with the permission of the employee or where the employer is under a legal obligation to do so.

G8 ENSURING FAIRNESS

- G8.1 The Territory recognises and encourages the contribution that people with diverse backgrounds, experiences and skills can make to the workplace. The Territory aims to ensure that this diversity is able to contribute to effective decision making and delivery of client service.
- G8.2 The Territory will work with employees to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, relationship or marital status, family or carer's responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

G9 PROMOTING A HEALTHY AND SAFE WORKING ENVIRONMENT

- G9.1 The Territory is committed to promoting, achieving and maintaining the highest levels of health and safety for all employees.
- G9.2 The Territory will take all reasonable steps and precautions to provide a healthy, safe and secure workplace for the employee. The Territory and all employees will act in a manner that is consistent with the *Work Health and Safety Act 2011*.
- G9.3 Bullying and harassment and discrimination of any kind will not be tolerated in the Assembly. It is recognised that bullying and harassment in the workplace has both emotional and financial costs and that both systemic and individual instances of bullying and harassment are not acceptable. Accordingly:
- a) if the relevant corporate area is made aware of instances, or reported instances, of bullying and harassment or discrimination, the relevant corporate area will, if requested to do so, investigate the concerns as soon as possible in accordance with the Workplace Behaviours provisions in section H of this Agreement and published Assembly guidelines and policies; or
 - b) if the relevant corporate area independently considers that inappropriate behaviour may be occurring, then the relevant corporate area will respond, as soon as possible, in a manner commensurate with the seriousness of this issue.
- G9.4 Further, given the clear evidence of the benefits and cost effectiveness of workplace health initiatives for both employers and employees, the Work Safety Committee will develop health and wellbeing policies and programs that promote healthy lifestyles and help maintain a high standard of physical and mental health, along with supporting individual workplace safety and general wellbeing. Such policies and programs may include:
- a) organisational/environmental policies and programs;
 - b) awareness and education programs that promote healthy lifestyles and reduce risk factors; and
 - c) traditional and non-traditional physical activity programs.

Section H - Performance Culture

H1 DEVELOPING OUR PEOPLE

- H1.1 This Agreement supports a performance culture that promotes ethical workplace conduct and rewards employees for their contribution towards the achievement of objectives.
- H1.2 It is acknowledged that performance management is important to employee development and to ensuring the relationship between Members', team and individual responsibilities are aligned to individual, team and organisational objectives.
- H1.3 Any performance management schemes will not include performance pay and will not be used for disciplinary purposes.

H2 COURSES AND SEMINARS

- H2.1 Responsibility for identifying and attending relevant courses and seminars rests with employees, subject to the prior approval of the employing Member. Overall funding for training will be subject to the available budget.
- H2.2 Training may be available to employees in areas including, but not limited to, communications, office management, constituent management, and electorate business.
- H2.3 Computer systems training is available to all employees as necessary including, but not limited to, word processing, spreadsheets, information management, database management, graphics and internet based training.
- H2.4 Professional development may be available, with the agreement of the employing Member, and may include attendance at work-related professional development courses, seminars, workshops or conferences within Australia.
- H2.5 Studies assistance may be available for study at educational institutions in courses that are considered to be relevant to the employee's employment, in accordance with guidelines issued by the relevant corporate area.

H3 ATTENDANCE AT INDUSTRIAL RELATIONS COURSES AND SEMINARS

- H3.1 For the purpose of assisting employees in gaining a better understanding of industrial relations issues relating to this Agreement, leave will be granted to employees to attend recognised short training courses or seminars on the following conditions:
- a) that operating requirements permit the granting of leave;
 - b) that the scope, content and level of the short courses contribute to the better understanding of industrial relations issues;
 - c) leave granted under this clause will be with full pay, not including the LAMS Allowance or overtime; and
 - d) each employee will not be granted more than fifteen days leave in any calendar year.

- H3.2 If the employee has applied for leave under subclause H3.1 and the application was rejected because of operational requirements, approval of any subsequent application for leave by the employee under subclause H3.1 will not be withheld unreasonably, provided that the employee gives the Member at least fourteen days notice in writing.
- H3.3 Courses to which subclause H3.1 applies include any short course conducted or accredited by a relevant employee organisation (for example, union(s), the Australian Council of Trade Unions or the ACT Trades and Labour Council).
- H3.4 Leave granted for this purpose will count as service for all purposes.

H4 SUPERANNUATION

- H4.1 The Government will, through the Chief Minister and Treasury Directorate, consult with unions and employees on changes to superannuation legislation that may be proposed by the Commonwealth.
- H4.2 In this clause, complying superannuation fund means a superannuation fund as defined by Section 45 of the *Superannuation Industry (Supervision) Act 1993*.
- H4.3 This Agreement provides for an employer funded superannuation contribution equal to sixteen percent of the employee's gross annual pay to be paid to a complying superannuation fund nominated by the employee, where the employee:
- a) was employed under the LAMS Act on 5 September 2007 and the employee's employment under the LAMS Act has been continuous since that date; and
 - b) is not a member of the CSS or PSS defined benefit fund.
- H4.4 Where the employment of an employee under subclause H4.3 is terminated by the operation of subsections 8(1), 8(2), 8(4), 13(1) or 13(3) of the LAMS Act and the employee's employment under the LAMS Act recommences within a period up to and including the date that is ten weeks from the date the employee's employment was terminated, the employee's employment under the LAMS Act will, for the purposes of paragraph H4.3(a), be deemed to have continued.
- H4.5 An employee, other than a former member of the CSS or PSS defined benefit fund with an entitlement to rejoin that fund, who commences employment under the LAMS Act after 5 September 2007 will, subject to subclause H4.6, have an employer funded superannuation contribution paid at the agreed rate to a complying superannuation fund nominated by the employee.
- H4.6 An employee under subclause H4.5 who makes a personal superannuation contribution of at least three percent of the employee's earnings will have an additional employer funded superannuation contribution equal to one percent of the employee's gross annual pay paid to a complying superannuation fund nominated by the employee. Should the employee's personal superannuation contribution subsequently reduce below three percent of the employee's earnings, the employer funded superannuation contribution will automatically reduce to the agreed rate.
- H4.7 An employee who is a member of the CSS or PSS defined benefit fund, or a former member of the CSS or PSS defined benefit fund with an entitlement to rejoin that fund may elect, under superannuation choice, to have the relevant employer funded superannuation contribution paid to that fund.

Section I - Workplace Values and Behaviours

11 INTRODUCTION

- 11.1 Members and employees have a common interest in ensuring that workplace behaviours are consistent with, and apply the obligations set out in the relevant Code of Conduct and in the employee's Employment Agreement. This involves the development of an ethical and safe workplace in which Member and employees act responsibly and are accountable for their actions and decisions.
- 11.2 The following provisions of Section I contain procedures for managing workplace behaviours that do not meet expected standards, including the management of cases of unsatisfactory work performance and misconduct.
- 11.3 These procedures must be applied in accordance with the principles of natural justice and procedural fairness.
- 11.4 Any misconduct, underperformance or internal review 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 review from that process will also be set out in the previous enterprise agreement.

12 PRELIMINARY ASSESSMENT

- 12.1 In cases where an allegation of inappropriate behaviour is made, the Member will initiate a preliminary assessment process to determine whether further action is required. The Member may inform and/or seek the assistance of an appropriate Human Resources Manager.
- 12.2 Following this process if the Member determines that the allegations:
- a) require no further action, then no further action needs to be taken;
 - b) can be resolved through counselling, other remedial action, or assistance to the employee then the Member will implement such action;
 - c) are better resolved through Internal Review procedures set out in this Agreement or appropriate external mechanisms the Member will refer the matter accordingly;
 - d) relate to underperformance processes the Member will commence an underperformance process where this is warranted;
 - e) require investigation the Member will conduct an investigation;
 - f) may be vexatious or knowingly false, the Member will consider whether further action needs to be taken in relation to the person who made the allegations.
- 12.3 The Member will inform the employee where a preliminary assessment process is commenced under subclause 12.1 if it is appropriate to do so.
- 12.4 In performing the preliminary assessment the relevant authorising officer may authorise access to Territory information and communication technology (ICT) records including email, computer, work phone records, or building access logs if, in the opinion of the Member, access is necessary to determine whether further action is necessary.

I3 COUNSELLING

- 13.1 Counselling may happen outside of the misconduct and underperformance processes. All parties have an obligation to participate in counselling in good faith.
- 13.2 In cases where counselling is considered to be appropriate, the employee will be invited to have a support person, who may be the employee's union or other employee representative, present at the counselling and will be allowed reasonable opportunity for this to be arranged.
- 13.3 The Member 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 and the time frames within which these changes or improvements must occur.
- 13.4 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.
- 13.5 Where the Member considers that the employee's conduct has not improved following counselling, an underperformance or misconduct process may be undertaken.

I4 UNDERPERFORMANCE

- 14.1 Under this clause, procedures are established for managing underperformance by an employee.
- 14.2 This clause applies to all employees, except casual employees. In applying these procedures to fixed term employees who have been engaged for over six months, or eligible casual employees, the Member may determine that procedures and practices throughout clause I4 may be applied on an appropriate and proportionate basis according to the circumstances of the case, and in accordance with the principles of procedural fairness and natural justice.
- 14.3 The objectives of these procedures are to:
 - a) provide advice and support to an employee whose performance is below the standard required; and
 - b) to provide a fair, prompt and transparent framework for action to be taken where an employee continues to perform below expected standard.
- 14.4 Consistent with good management practice, concerns about underperformance should be raised by the Member with the employee at the time that the concerns arise. The Member should offer advice and support to the employee to overcome these concerns. The Member should inform the employee that the following procedures might be invoked if the underperformance continues.
- 14.5 In order to ensure that these procedures operate in a fair and transparent manner, the Member will be responsible for documenting all relevant discussions. The employee must be given the opportunity to comment on any records before signing them.
- 14.6 All parties have an obligation to participate in underperformance processes in good faith.

Step One:

- 14.7 Where a Member assesses that an employee's work performance continues to be below expected standards after having previously discussed concerns with the employee in line with subclause 14.4, the Member will inform the employee in writing of this assessment and the reasons for it. The employee will be invited by the Member to provide written comments on this assessment, including any reasons that in the employee's view may have contributed to their recent work performance.

- I4.8 After taking into account the comments from the employee, the Member will inform the employee in writing of:
- a) the expected standards of work required of the employee on an on-going basis;
 - b) any learning and development strategies that the employee should undertake;
 - c) the potential underperformance actions that may be taken if the employee does not meet the expected standards; and
 - d) the assessment criteria to be measured and the period during which a further review of the employee's work performance will be conducted.
- I4.9 The Member will invite the employee to have a support person, who may be the employee's union or other employee representative, present at discussions and will allow reasonable opportunity for this to be arranged.

Step Two:

- I4.10 If at the end of the review period, the Member assesses the work performance of the employee as satisfactory, no further action will be taken under these procedures at that time. The Member will inform the employee in writing of this decision.
- I4.11 If at the end of the review period, the Member assesses the work performance of the employee as not satisfactory, the Member will advise the employee in writing of:
- a) the assessment and reasons for the Member's assessment;
 - b) the underperformance action/s (subclause I4.12) proposed to be taken; and
 - c) the employee's right to respond in writing to the proposed action within a specified period (not to be less than twenty-four hours or more than seven calendar days).
- I4.12 After considering any response from the employee, the Member may decide to take one or more of the following underperformance actions:
- a) alter the employee's duties;
 - b) reduce the employee's incremental pay point;
 - c) reduce, temporarily or permanently, the employee's classification and pay;
 - d) remove any monetary benefit derived through an existing Specialist Duties Payment;
 - e) terminate the employee's employment.
- I4.13 The Member will inform the employee in writing of the decision made under subclause I4.12 and the review mechanisms available under this Agreement.
- I4.14 At any time after seven calendar days from the date the Member advised the employee under subclause I4.11, the Member may take one or more of the under-performance actions outlined in the information provided to the employee under subclause I4.11.

I5 REVIEW RIGHTS

- I5.1 The employee has the right under Section J to seek a review of any underperformance action taken under subclause I4.14, except action to terminate the employee's employment.
- I5.2 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.

16 MISCONDUCT & DISCIPLINE

Objectives and Application

- 16.1 This clause establishes procedures for managing misconduct or alleged misconduct by an employee.
- 16.2 This clause applies to all employees except casual employees. In applying these procedures to probationary employees, eligible casual employees or to fixed term employees who have been engaged for over six months, the Member may determine that procedures and practices throughout clauses I6 to I10 apply on an appropriate and proportionate basis according to the circumstances of the case.
- 16.3 The objective of these procedures is to encourage the practical and expeditious resolution of misconduct issues in the workplace.
- 16.4 All parties have an obligation to participate in misconduct processes in good faith.

What is Misconduct

- 16.5 For the purposes of this Section, misconduct includes any of the following:
 - a) the employee fails to meet the obligations set out in the employee’s Employment Agreement (this includes bullying and harassment or discrimination);
 - b) the employee engages in conduct that has brought, or is likely to bring, the Assembly or the Territory into disrepute;
 - c) a period of unauthorised absence and the employee does not offer a satisfactory reason on return to work;
 - d) the employee is convicted of a criminal offence or where a court finds that an employee has committed an offence but a conviction is not recorded, taking into account the circumstances and seriousness of the offence, the duties of the employee and the interests of the Assembly and/or of the Member;
 - e) the employee fails to notify the Member of criminal charges in accordance with clause I11; or
 - f) the employee makes a vexatious or knowingly false allegation against another employee.

What is Serious Misconduct

- 16.6 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 includes but is not limited to the kinds of serious misconduct defined within the Fair Work Regulations.

17 DEALING WITH ALLEGATIONS OF MISCONDUCT

- 17.1 Where the Member is of the opinion that the alleged misconduct cannot be resolved without recourse to investigation, the Member will:
 - a) inform the appropriate Human Resources Manager that an investigation is to take place;
 - b) with the assistance of the appropriate Human Resource Manager make arrangements for an appropriately trained or experienced person (the investigating officer) to investigate the alleged misconduct in accordance with clause I9; and
 - c) inform the employee of the alleged misconduct and that the matter is to be investigated, unless it is inappropriate to do so.

- 17.2 Depending on the nature of the alleged misconduct the Member may immediately re-allocate duties away from the employee or suspend the employee with pay in accordance with clause I8 while the alleged misconduct is being investigated. Where serious misconduct is alleged the Member may suspend an employee without pay.
- 17.3 Notwithstanding the provisions of this section, the employment of an employee may be summarily terminated without notice for serious and wilful misconduct.
- 17.4 No investigation may be necessary where the employee fully admits to the alleged misconduct and the employee agrees that there is no need for an investigation. In such cases, the Member may determine the appropriate disciplinary action/sanction in accordance with clause I10. The Member 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 I10 to be made.

I8 SUSPENSION

- 18.1 This clause applies to all employees including eligible casual employees and employees on probation.
- 18.2 Subject to these procedures, the Member may suspend with or without pay, an employee where the Member is satisfied that it is in the public interest, the Member's interests or the interests of the Assembly to do so while the alleged misconduct is investigated.
- 18.3 The Member will not normally suspend an employee without first informing the employee of the reasons for the proposed suspension and giving the employee the opportunity to be heard. However the Member may suspend an employee first and then give the employee the reasons for the suspension and an opportunity to be heard, where, in the Member's opinion, this is appropriate in the circumstances.
- 18.4 Whilst suspended with pay an employee will be paid:
- a) the employee's ordinary hourly rate of pay that would have been paid to the employee for the period they would otherwise have been on duty; and
 - b) any other allowance or payment of a regular or on-going nature that is not conditional on performance of duties.
- 18.5 Where a decision is made to suspend an employee with pay no review of that decision is available.
- 18.6 An employee who is suspended must be available to attend work and participate in the disciplinary process as directed within 48 hours of the direction being given unless they are on authorised leave.
- 18.7 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 Member be incompatible with the continuation of the employee's employment.
- 18.8 Whilst suspended without pay:
- a) the suspension will not be for more than thirty calendar days, unless exceptional circumstances apply;
 - b) the employee may apply to the Member for permission to seek alternate employment for the period of the suspension or until the permission is revoked;
 - c) in cases of demonstrated hardship, the employee may access accrued long service leave and/or annual leave;
 - d) the employee may apply to the Member for the suspension to be with pay on the grounds of demonstrated hardship.

- 18.9 The suspension without pay should be reviewed every thirty calendar days unless the Member considers that, in the circumstances, a longer period is appropriate.
- 18.10 An employee suspended without pay and who is later acquitted of the criminal offence, or found not to have been guilty of the misconduct:
- a) is entitled to be repaid the amount by which the employee's pay was reduced; and
 - b) is entitled to be credited with any period of long service or annual leave that was taken.
- 18.11 Where an employee is suspended and later found guilty of a criminal offence (whether or not a conviction is recorded), or is found guilty of misconduct and is dismissed because of the offence or misconduct, a period of suspension under this clause does not count as service for any purpose, unless the Member determines otherwise.

19 INVESTIGATIONS

- 19.1 The role of the investigating officer is to establish the facts of the allegations and to provide a report of those facts to the Member.
- 19.2 The investigating officer will:
- a) inform the employee in writing of the particulars of the alleged misconduct, and details concerning the investigative process; and
 - b) give the employee a reasonable opportunity to respond to allegations, in writing and/or at a scheduled interview, before making a finding of fact; and
 - c) 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
 - d) 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
 - e) as soon as practicable take any further steps considered necessary to establish the facts of the allegations; and
 - f) provide a record of the interview to the employee to correct any inaccuracies in the record and to provide any further response in relation to the allegations before signing the record. If the employee elects not to sign the record, then details of the offer will be noted; and
 - g) provide a written report to the Member setting out the investigating officer's findings of fact.
- 19.3 The investigating officer's findings of fact will be made on the balance of probabilities.
- 19.4 The relevant authorising officer may authorise access to Assembly information and communication technology (ICT) records including email, computer, work phone records, or building access logs if, in the opinion of the Member, the investigating officer requires access in order to establish the facts of the allegations.
- 19.5 After considering the report from the investigating officer, the Member will make a determination on the balance of probabilities as to whether misconduct has occurred.
- 19.6 If the Member determines that the misconduct has not occurred, the Member will notify the employee of this finding and advise that no sanctions will be imposed.

I10 DISCIPLINARY ACTION AND SANCTIONS

- I10.1 In circumstances where the Member, following an investigation or full admission by the employee, determines that misconduct has occurred, and the Member considers disciplinary action is appropriate, one or more of the following sanctions may be taken in relation to the employee:
- a) a written warning and admonishment;
 - b) a financial penalty which can:
 - i. reduce the employee's incremental pay level;
 - ii. reduce, temporarily or permanently, the employee's classification;
 - iii. impose a fine on the employee;
 - iv. fully or partially reimburse the employer for damage wilfully incurred to property or equipment;
 - c) alter the employee's duties at level;
 - d) remove any monetary benefit derived through an existing Specialist Duties Payment;
 - e) termination of employment.
- I10.2 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:
- a) the nature and seriousness of the misconduct;
 - b) the degree of relevance to the employee's duties or to the reputation of the Member or of the Assembly;
 - c) the circumstances of the misconduct;
 - d) any mitigating factors, including any full admission of guilt; and
 - e) the previous employment history and the general conduct of the employee.
- I10.3 Before taking disciplinary action, the Member will advise the employee in writing of:
- a) the decision that misconduct has been found to have occurred; and
 - b) the reasons for arriving at this decision; and
 - c) the sanction proposed; and
 - d) the period during which the employee has to respond to the proposed disciplinary action (which must be a minimum of five working days).
- I10.4 After considering the employee's response to the proposed action, or if the employee has not responded at any time after the period outlined in paragraph I10.4 (d) has lapsed, the Member may take disciplinary action. The Member will inform the employee in writing of:
- a) the final decision regarding disciplinary action to be taken; and
 - b) the date of effect and/or, if relevant, the cessation of the action; and
 - c) the review mechanisms that are available under this Agreement.

I11 CRIMINAL CHARGES

- I11.1 An employee must advise the Member in writing of any criminal charges laid against the employee in circumstances where a reasonable person would believe that the interests of the Member or of the Assembly may be adversely affected, taking into account:
- a) the circumstances and seriousness of the alleged criminal offence; and
 - b) the employee's obligations under employee's Employment Agreement and relevant Code of Conduct; and
 - c) the effective management of the employee's work area; and
 - d) the integrity and good reputation of the Member and the Assembly; and
 - e) the relevance of the offence to the employee's duties.
- I11.2 Where criminal charges are laid against an employee and the interests of the Member or of the Assembly may be adversely affected, the Member may suspend the employee in accordance with the suspension arrangements under clause I8.
- I11.3 If an employee is convicted of a criminal offence the employee will provide a written statement regarding the circumstances of the offence to the Member within seven calendar days of the conviction or the finding.
- I11.4 Where an employee is convicted of a criminal offence and the conviction or finding has adversely affected the interests of the Member or the Assembly, the Member may impose a sanction for misconduct against the employee in accordance with clause I10.

I12 RIGHT OF REVIEW

- I12.1 An employee has the right under Section J to seek a review of any decision to take disciplinary action or to apply a sanction under subclause I10.1, or against any decision taken under clause I8 to suspend the employee without pay, except action to terminate the employee's employment.
- I12.2 An employee may have an entitlement to bring an action under the FW Act in respect of any decision under this Section to terminate the employee's employment. This will be the sole right of review of such a decision.

Section J - Internal Review Procedures

J1 OBJECTIVES AND APPLICATION

- J1.1 Under this Section, procedures are established for employees to seek a review of management actions that affect their employment with the Member.
- J1.2 These procedures must be applied in accordance with the principles of natural justice and procedural fairness.
- J1.3 These procedures apply to all employees covered by this Agreement.
- J1.4 For the purposes of this Section, an action includes a decision and a refusal or failure to make a decision.
- J1.5 The power(s)/function(s) of the Chief Minister under this Section can only be delegated in regard to procedural matters.

J2 DECISIONS AND ACTIONS EXCLUDED

- J2.1 The following decisions and actions are excluded from the rights of an employee to seek a review under procedures set out in this Section (note this does not preclude the right to seek review under other processes):
- a) actions regarding the policy, strategy, nature, scope, resourcing or direction of the Government and the Assembly (see clause G1 of this Agreement for consultation on these actions);
 - b) actions arising under Commonwealth or ACT legislation that concern domestic or international security matters;
 - c) actions regarding superannuation (see relevant superannuation legislation for complaints and appeals on these actions, in particular the *Superannuation Industry (Supervision) Act 1993* and the *Superannuation (Resolution of Complaints) Act 1993*);
 - d) actions regarding workers' compensation (see the *Safety, Rehabilitation and Compensation Act 1988* for reviews and appeals on these actions);
 - e) decisions to terminate the employment of an employee on probation;
 - f) decisions on classification of an employee (see clause D2 of this Agreement for reviews on classifications);
 - g) actions regarding the setting of rates of pay or conditions of employment under an award or agreement made under the FW Act, or under the LAMS Act, or under Determinations or Directions made under the LAMS Act (this includes a Specialist Duties Payment);
 - h) actions arising from the internal review procedures of this Agreement.

J3 INITIATING A REVIEW

- J3.1 Unless it would not be appropriate, an employee should first discuss their concerns about an action or decision with the relevant Member with a view to resolving the matter within the workplace before initiating a review under these procedures.
- J3.2 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 effects the employee's employment, unless the action or decision is specifically excluded under this Section.

- J3.3 An employee, or the employee’s union or other employee representative on the employee’s behalf, may initiate a review under this Section by making an application to the Chief Minister that:
- a) is in writing; and
 - b) identifies the action and/or decision which the employee seeks a review of; and
 - c) 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
 - d) describes the outcome sought.

J4 REVIEW PROCESS

- J4.1 Where appropriate, and agreed by the relevant Member and the employee who made the application under clause J3, or the employee’s union or other employee representative on the employee’s behalf, the Chief Minister must consider mediation as an option before arranging for a review under subclause J4.3. The mediator will be agreed between the employee and the Member.
- J4.2 In the event that mediation does take place and that it resolves the issues raised in the application, then no further action is required under these procedures. In that event a formal written statement that the issue has been resolved must be signed by the employee and the Member.
- J4.3 Subject to subclauses J4.1 and J4.2, the Chief Minister must arrange for an application made under clause J3 to be reviewed by an independent person (the reviewer).
- J4.4 The Chief Minister may determine the process under which an application is reviewed, subject to the principles set out in subclause J4.5.
- J4.5 The reviewer must have due regard to the principles of natural justice and procedural fairness and act as quickly as practicable consistent with a fair and proper consideration of the issues. This includes but is not limited to:
- a) fully informing the employee of all relevant issues and providing access to all relevant documents; and
 - b) providing reasonable opportunity for the employee to respond; and
 - c) advising the employee of the employee’s rights to representation.
- J4.6 The reviewer may recommend to the Chief Minister that an application should not be considered on any of the following grounds:
- a) the application concerns a decision or action that is excluded under subclause J2.1; or
 - b) a period of twenty-eight calendar days has elapsed since the employee was advised of the decision or action except where extenuating circumstances exist; or
 - c) the employee 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
 - d) the reviewer believes on reasonable grounds that the application:
 - i. is frivolous or vexatious; or
 - ii. is misconceived or lacks substance; or
 - iii. should not be heard for some other compelling reason.
- J4.7 The Chief Minister must either confirm a recommendation made by the reviewer under subclause J4.6 that an application should not be considered or arrange for another reviewer to consider the application.

- J4.8 The Chief Minister will inform the employee in writing, within fourteen calendar days of the date of any decision under subclause J4.7, including, the reasons for any decision not to consider the application.
- J4.9 If the reviewer does not make a recommendation under subclause J4.6, then the reviewer will conduct a procedural review on the papers to determine:
- a) whether it was open to the Member to take the action that he or she did;
 - b) whether the principles of procedural fairness and natural justice were complied with in taking the original action; and
 - c) whether the final decision of the Member was fair and equitable in all of the circumstances.
- J4.10 The reviewer must be provided with all relevant information and evidence that was available to the Member in the making of the original decision or in taking the original action. To ensure efficiency and timeliness, the reviewer should not undertake to collect the same information or new evidence which was not available at the time the original action or decision was made.
- J4.11 After reviewing any action or decision the reviewer will make a written report to the Chief Minister containing recommendations on whether the action that led to the application should be confirmed or varied or that other action is taken. A copy of this report will be provided to the employee.
- J4.12 In keeping with subclause J4.11, 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, the reviewer will inform the Chief Minister of that doubt and the reasons for it in the written report.
- J4.13 The employee may respond to any aspects of the report. Such a response must be in writing and be provided to the Chief Minister within fourteen calendar days of the employee receiving the report.
- J4.14 Upon receiving the report from the reviewer, the Chief Minister will inform the relevant Member in writing, within fourteen days, of the recommendations under subclause J4.11.
- J4.15 The relevant Member, after considering the report from the reviewer and any response from the employee to the report of the reviewer, may:
- a) confirm the original action; or
 - b) vary the original action; or
 - c) take any other action the Member believes is reasonable.
- J4.16 The relevant Member will inform the employee and the Chief Minister in writing, within fourteen calendar days of the date of any decision under subclause J4.15, including the reasons for the action.

J5 RIGHT OF EXTERNAL REVIEW

- J5.1 The employee, or the employee's union or other employee representative on the employee's behalf, may seek a review of a decision or action of the Member under subclause J4.15 by an external tribunal or body, including the FWC.
- J5.2 The FWC will be empowered to resolve the matter in accordance with the powers and functions set out in clause G2 of this Agreement. The decision of the FWC will be binding, subject to any rights of appeal against the decision to a Full Bench in accordance with subclause G2.15.

ANNEXES

ANNEX A – CLASSIFICATIONS AND RATES OF PAY

ADVISER RATES OF PAY

CLASSIFICATION	Pay Rates as at 1.7.2012	\$2090 or 2% from 1.7.2013	1.5% from 3.7.2014	1.5% from 9.4.2015	1.5% from 8.10.2015	1.5% from 7.4.2016	1.5% from 6.10.2016	1.5% from 6.4.2017
Adviser Level 1 (lower)	\$55,561	\$57,651	\$58,516	\$59,394	\$60,285	\$61,189	\$62,107	\$63,039
	\$57,004	\$59,094	\$59,980	\$60,880	\$61,793	\$62,720	\$63,661	\$64,616
	\$58,429	\$60,519	\$61,427	\$62,348	\$63,283	\$64,232	\$65,195	\$66,173
Adviser Level 1 (upper)	\$63,917	\$66,007	\$66,997	\$68,002	\$69,022	\$70,057	\$71,108	\$72,175
	\$65,516	\$67,606	\$68,620	\$69,649	\$70,694	\$71,754	\$72,830	\$73,922
	\$67,154	\$69,244	\$70,283	\$71,337	\$72,407	\$73,493	\$74,595	\$75,714
Adviser Level 2	\$81,460	\$83,550	\$84,803	\$86,075	\$87,366	\$88,676	\$90,006	\$91,356
	\$83,496	\$85,586	\$86,870	\$88,173	\$89,496	\$90,838	\$92,201	\$93,584
	\$85,583	\$87,673	\$88,988	\$90,323	\$91,678	\$93,053	\$94,449	\$95,866
Senior Adviser Level 1	\$96,809	\$98,899	\$100,382	\$101,888	\$103,416	\$104,967	\$106,542	\$108,140
	\$99,229	\$101,319	\$102,839	\$104,382	\$105,948	\$107,537	\$109,150	\$110,787
	\$101,709	\$103,799	\$105,356	\$106,936	\$108,540	\$110,168	\$111,821	\$113,498
Senior Adviser Level 2	\$119,426	\$121,815	\$123,642	\$125,497	\$127,379	\$129,290	\$131,229	\$133,197
	\$122,412	\$124,860	\$126,733	\$128,634	\$130,564	\$132,522	\$134,510	\$136,528
	\$125,472	\$127,981	\$129,901	\$131,850	\$133,828	\$135,835	\$137,873	\$139,941
Chief Adviser	\$160,171	\$163,374	\$165,825	\$168,312	\$170,837	\$173,400	\$176,001	\$178,641
	\$164,176	\$167,460	\$169,972	\$172,522	\$175,110	\$177,737	\$180,403	\$183,109
	\$168,281	\$171,647	\$174,222	\$176,835	\$179,488	\$182,180	\$184,913	\$187,687

CADET RATES OF PAY

CLASSIFICATION	Pay Rates as at 1.7.2012	\$2090 or 2% from 1.7.2013	1.5% from 3.7.2014	1.5% from 9.4.2015	1.5% from 8.10.2015	1.5% from 7.4.2016	1.5% from 6.10.2016	1.5% from 6.4.2017
Cadet - practical training	\$40,974	\$43,064	\$43,710	\$44,366	\$45,031	\$45,706	\$46,392	\$47,088
	\$42,347	\$44,437	\$45,104	\$45,781	\$46,468	\$47,165	\$47,872	\$48,590
	\$43,498	\$45,588	\$46,272	\$46,966	\$47,670	\$48,385	\$49,111	\$49,848
	\$45,283	\$47,373	\$48,084	\$48,805	\$49,537	\$50,280	\$51,034	\$51,800

TRAINEESHIP RATES OF PAY

Aboriginal and Torres Strait Islander Trainee
(Indigenous Trainee)

\$40,974	\$43,064	\$43,710	\$44,366	\$45,031	\$45,706	\$46,392	\$47,088
\$42,347	\$44,437	\$45,104	\$45,781	\$46,468	\$47,165	\$47,872	\$48,590
\$43,498	\$45,588	\$46,272	\$46,966	\$47,670	\$48,385	\$49,111	\$49,848
\$45,283	\$47,373	\$48,084	\$48,805	\$49,537	\$50,280	\$51,034	\$51,800

TRAINING WAGE RATES OF PAY

CLASSIFICATION	Pay Rates as at 1.7.2012	\$2090 or 2% from 1.7.2013	1.5% from 3.7.2014	1.5% from 9.4.2015	1.5% from 8.10.2015	1.5% from 7.4.2016	1.5% from 6.10.2016	1.5% from 6.4.2017
Wage Level A - Highest year of schooling completed	\$ per week							
School Leaver								
Year 10	\$244.06	\$284.12	\$288.39	\$292.71	\$297.10	\$301.56	\$306.08	\$310.67
	\$284.49	\$324.55	\$329.42	\$334.36	\$339.38	\$344.47	\$349.64	\$354.88
Year 11	\$301.56	\$341.62	\$346.75	\$351.95	\$357.23	\$362.59	\$368.03	\$373.55
	\$340.49	\$380.55	\$386.26	\$392.06	\$397.94	\$403.91	\$409.96	\$416.11
Year 12	\$412.00	\$452.06	\$458.84	\$465.73	\$472.71	\$479.80	\$487.00	\$494.31
Plus 1 year out of school								
Year 10	\$340.49	\$380.55	\$386.26	\$392.06	\$397.94	\$403.91	\$409.96	\$416.11
Year 11	\$412.00	\$452.06	\$458.84	\$465.73	\$472.71	\$479.80	\$487.00	\$494.31
Year 12	\$480.36	\$520.42	\$528.23	\$536.15	\$544.20	\$552.36	\$560.64	\$569.05
Plus 2 years out of school								
Year 10	\$412.00	\$452.06	\$458.84	\$465.73	\$472.71	\$479.80	\$487.00	\$494.31
Year 11	\$480.36	\$520.42	\$528.23	\$536.15	\$544.20	\$552.36	\$560.64	\$569.05
Year 12	\$558.11	\$598.17	\$607.15	\$616.25	\$625.50	\$634.88	\$644.40	\$654.07
Plus 3 years out of school								
Year 10	\$480.36	\$520.42	\$528.23	\$536.15	\$544.20	\$552.36	\$560.64	\$569.05
Year 11	\$558.11	\$598.17	\$607.15	\$616.25	\$625.50	\$634.88	\$644.40	\$654.07
Year 12	\$637.34	\$677.40	\$687.56	\$697.88	\$708.35	\$718.97	\$729.76	\$740.70
Plus 4 years out of school								
Year 10	\$558.11	\$598.17	\$607.15	\$616.25	\$625.50	\$634.88	\$644.40	\$654.07
Year 11	\$637.34	\$677.40	\$687.56	\$697.88	\$708.35	\$718.97	\$729.76	\$740.70
Year 12	-	-	-	-	-	-	-	-
Plus 5 or more years out of school								
Year 10	\$637.34	\$677.40	\$687.56	\$697.88	\$708.35	\$718.97	\$729.76	\$740.70
Year 11	-	-	-	-	-	-	-	-
Year 12	-	-	-	-	-	-	-	-

Annex A - Classifications and Rates of Pay

CLASSIFICATION		Pay Rates as at 1.7.2012	\$2090 or 2% from 1.7.2013	1.5% from 3.7.2014	1.5% from 9.4.2015	1.5% from 8.10.2015	1.5% from 7.4.2016	1.5% from 6.10.2016	1.5% from 6.4.2017	
Wage Level B - Highest year of schooling completed										
School Leaver		\$ per week								
	Year 10	244.06	\$284.12	\$288.39	\$292.71	\$297.10	\$301.56	\$306.08	\$310.67	
		284.49	\$324.55	\$329.42	\$334.36	\$339.38	\$344.47	\$349.64	\$354.88	
	Year 11	301.56	\$341.62	\$346.75	\$351.95	\$357.23	\$362.59	\$368.03	\$373.55	
		340.49	\$380.55	\$386.26	\$392.06	\$397.94	\$403.91	\$409.96	\$416.11	
	Year 12	396.42	\$436.48	\$443.03	\$449.68	\$456.42	\$463.27	\$470.22	\$477.27	
<hr/>										
Plus 1 year out of school										
	Year 10	340.49	\$380.55	\$386.26	\$392.06	\$397.94	\$403.91	\$409.96	\$416.11	
	Year 11	396.42	\$436.48	\$443.03	\$449.68	\$456.42	\$463.27	\$470.22	\$477.27	
	Year 12	456.99	\$497.05	\$504.51	\$512.08	\$519.76	\$527.55	\$535.47	\$543.50	
<hr/>										
Plus 2 years out of school										
	Year 10	396.42	\$436.48	\$443.03	\$449.68	\$456.42	\$463.27	\$470.22	\$477.27	
	Year 11	456.99	\$497.05	\$504.51	\$512.08	\$519.76	\$527.55	\$535.47	\$543.50	
	Year 12	536.35	\$576.41	\$585.06	\$593.84	\$602.74	\$611.78	\$620.96	\$630.28	
<hr/>										
Plus 3 years out of school										
	Year 10	456.99	\$497.05	\$504.51	\$512.08	\$519.76	\$527.55	\$535.47	\$543.50	
	Year 11	536.35	\$576.41	\$585.06	\$593.84	\$602.74	\$611.78	\$620.96	\$630.28	
	Year 12	609.42	\$649.48	\$659.23	\$669.11	\$679.15	\$689.34	\$699.68	\$710.17	
<hr/>										
Plus 4 years out of school										
	Year 10	536.35	\$576.41	\$585.06	\$593.84	\$602.74	\$611.78	\$620.96	\$630.28	
	Year 11	609.42	\$649.48	\$659.23	\$669.11	\$679.15	\$689.34	\$699.68	\$710.17	
	Year 12	-	-	-	-	-	-	-	-	
<hr/>										
Plus 5 or more years out of school										
	Year 10	609.42	\$649.48	\$659.23	\$669.11	\$679.15	\$689.34	\$699.68	\$710.17	
	Year 11	-	-	-	-	-	-	-	-	
	Year 12	-	-	-	-	-	-	-	-	

Annex A - Classifications and Rates of Pay

CLASSIFICATION		Pay Rates as at 1.7.2012	\$2090 or 2% from 1.7.2013	1.5% from 3.7.2014	1.5% from 9.4.2015	1.5% from 8.10.2015	1.5% from 7.4.2016	1.5% from 6.10.2016	1.5% from 6.4.2017	
Wage Level C - Highest year of schooling completed		\$ per week								
School Leaver										
	Year 10	244.06	\$284.12	\$288.39	\$292.71	\$297.10	\$301.56	\$306.08	\$310.67	
		284.49	\$324.55	\$329.42	\$334.36	\$339.38	\$344.47	\$349.64	\$354.88	
	Year 11	301.56	\$341.62	\$346.75	\$351.95	\$357.23	\$362.59	\$368.03	\$373.55	
		340.49	\$380.55	\$386.26	\$392.06	\$397.94	\$403.91	\$409.96	\$416.11	
	Year 12	383.93	\$423.99	\$430.35	\$436.81	\$443.36	\$450.01	\$456.76	\$463.61	
Plus 1 year out of school										
	Year 10	340.49	\$380.55	\$386.26	\$392.06	\$397.94	\$403.91	\$409.96	\$416.11	
	Year 11	383.93	\$423.99	\$430.35	\$436.81	\$443.36	\$450.01	\$456.76	\$463.61	
	Year 12	432.14	\$472.20	\$479.29	\$486.48	\$493.77	\$501.18	\$508.70	\$516.33	
Plus 2 years out of school										
	Year 10	383.93	\$423.99	\$430.35	\$436.81	\$443.36	\$450.01	\$456.76	\$463.61	
	Year 11	432.14	\$472.20	\$479.29	\$486.48	\$493.77	\$501.18	\$508.70	\$516.33	
	Year 12	483.44	\$523.50	\$531.36	\$539.33	\$547.42	\$555.63	\$563.96	\$572.42	
Plus 3 years out of school										
	Year 10	432.14	\$472.20	\$479.29	\$486.48	\$493.77	\$501.18	\$508.70	\$516.33	
	Year 11	483.44	\$523.50	\$531.36	\$539.33	\$547.42	\$555.63	\$563.96	\$572.42	
	Year 12	539.45	\$579.51	\$588.21	\$597.03	\$605.99	\$615.07	\$624.30	\$633.67	
Plus 4 years out of school										
	Year 10	483.44	\$523.50	\$531.36	\$539.33	\$547.42	\$555.63	\$563.96	\$572.42	
	Year 11	539.45	\$579.51	\$588.21	\$597.03	\$605.99	\$615.07	\$624.30	\$633.67	
	Year 12	-	-	-	-	-	-	-	-	
Plus 5 or more years out of school										
	Year 10	539.45	\$579.51	\$588.21	\$597.03	\$605.99	\$615.07	\$624.30	\$633.67	
	Year 11	-	-	-	-	-	-	-	-	
		-	-	-	-	-	-	-	-	

ANNEX B – EXPENSE, DISABILITY AND SKILL RELATED ALLOWANCES

INDEX

ALLOWANCE	TYPE
First Aid	Qualification
Linguistic Availability Performance	Qualification
Motor Vehicle	Expense
Overtime Meal	Disability

1. DISABILITY ALLOWANCES

			Rate at 01/07/2012	2.0% from 04/07/2013	1.5% from 03/07/2014	1.5% from 09/04/2015	1.5% from 08/10/2015	1.5% from 07/04/2016	1.5% from 06/10/2016	1.5% from 06/04/2017
Overtime Meal Allowance	Employee Type	All classifications								
	Description	<p>An employee who works overtime where the overtime is worked:</p> <ol style="list-style-type: none"> 1. After the end of ordinary duty for the day, to the completion of or beyond a meal period, and any subsequent meal period, without a break for a meal; or 2. After the completion of the employee's ordinary hours of duty for the day, and after a break for a meal which occurs after that completion and where the employee is not entitled to payment for that break; 3. Before the commencement of ordinary hours of duty, and before a break for a meal which occurs after that completion and where the employee is not entitled to payment for that break; or 4. On a Saturday, Sunday or public holiday, in addition to the employee's normal weekly hours of duty, extending beyond a meal break and where the employee is not entitled to payment for that break; will be paid an allowance. <p>For the purpose of this allowance a meal period will mean the following periods:</p> <ol style="list-style-type: none"> (a) 7.00am to 9.00am; (b) 12 noon to 2.00pm; (c) 6.00pm to 7.00pm; and (d) midnight to 1.00am. 								
	Rate/Frequency	per occasion	\$24.76	\$25.26	\$25.63	\$26.02	\$26.41	\$26.80	\$27.21	\$27.62
Payment on Leave	Not paid during any type of paid or unpaid leave.									

Annex C – Expense, Disability and Skill Related Allowances

Overtime Meal Allowance (cont.)

Exception	Where an appropriate meal is obtainable by the employee at a canteen, cafeteria or dining room conducted, controlled, or assisted by the Assembly, the amount of meal allowance will be the maximum amount for which an appropriate meal is obtainable at the canteen, cafeteria or dining room. This rate is in substitution for the rate above.	
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2. QUALIFICATION ALLOWANCES

			Rate at 01/07/2012	2.0% from 04/07/2013	1.5% from 03/07/2014	1.5% from 09/04/2015	1.5% from 08/10/2015	1.5% from 07/04/2016	1.5% from 06/10/2016	1.5% from 06/04/2017
First Aid Allowance	Employee Type	First Aid Officers								
	Description	<p>An employee who is suitably qualified and who is selected and performs the duties of a First Aid Officer will be paid an allowance determined by their qualification level:</p> <p>1. A Base Level qualification is a Certificate awarded by a Registered Training Organisation that is accredited to deliver First Aid training. This would normally be based on a minimum of 8 hours training and would include: Expired Air (EAR), Cardiopulmonary resuscitation (CPR), Life threatening emergencies and General minor first aid treatment.</p> <p>2. An Advanced Level qualification requires a minimum of 18 hours training and building on the base level training outlined above and provides training in first aid management and procedures in a workplace environment.</p> <p>3. An Occupational or Specialist level qualification requires a minimum of 30 hours training and building on the advanced training outlined above. The training required to meet this level will include the ability to completely render first aid in the workplace in the context of the OH & S legislation.</p>								
	Rate/Frequency	per fortnight (1) Base Level:	\$22.98	\$23.44	\$23.79	\$24.15	\$24.51	\$24.88	\$25.25	\$25.63
		per fortnight (2) Advanced Level:	\$28.78	\$29.36	\$29.80	\$30.24	\$30.70	\$31.16	\$31.62	\$32.10
		per fortnight (3) Occupational/Specialist Level:	\$34.15	\$34.83	\$35.36	\$35.89	\$36.42	\$36.97	\$37.53	\$38.09

First Aid (cont.)

Payment on Leave	The allowance is payable during: (a) long service leave, paid maternity or primary care giver's leave or annual leave; (b) paid personal leave or other leave with pay for up to one month. Where leave is on reduced pay, or without pay, the allowance must be proportionately reduced or withdrawn accordingly. The allowance is included in salary for payment in lieu of long service leave and annual leave.
Note	These rates should be paid in full to part-time employees.
Additional information	See Note 1. below.

Note:

1. First Aid Allowance:

- (a) The First Aid Allowance is based on possession of qualifications issued by a registered training organisation, or other recognised organisation, with an accredited course, that has the capacity to deliver, assess and issue qualifications for nationally recognised training in First Aid.
- (b) The First Aid Allowance is payable only if the relevant first aid qualification of an employee is current.
- (c) Where the qualification of an employee who is in receipt of the allowance is no longer current, the relevant corporate area may allow a short period to allow for re-qualification.
- (d) The relevant corporate area may reimburse fees for renewal of qualification and/or relevant courses incurred by an employee who is eligible to be paid a First Aid Allowance.
- (e) Where an employee holds more than one first aid certificate, the employee is entitled to be paid an allowance for only one of those certificates, being the certificate for which the higher rate of allowance is payable.
- (f) The allowance must not be included in salary for overtime or penalty payments.
- (g) Where an employee who normally undertakes first aid functions is absent and another employee who is qualified in first aid undertakes all the duties for which the allowance is paid, the relieving employee is entitled to be paid the allowance appropriate to that employee's qualifications.

Annex C – Expense, Disability and Skill Related Allowances

			Rate at 01/07/2012	2.0% from 04/07/2013	1.5% from 03/07/2014	1.5% from 09/04/2015	1.5% from 08/10/2015	1.5% from 07/04/2016	1.5% from 06/10/2016	1.5% from 06/04/2017
Linguistic Availability Performance Allowance (LAPA)	Employee Type	All classifications								
	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:	\$1,009.14	\$1,029.32	\$1,044.76	\$1,060.43	\$1,076.34	\$1,092.49	\$1,108.87	\$1,125.51
		per annum (2) NAATI Level 2 or higher:	\$2,016.86	\$2,057.20	\$2,088.06	\$2,119.38	\$2,151.17	\$2,183.43	\$2,216.19	\$2,249.43
	Payment on Leave	The allowance is payable during paid personal leave, annual leave and long service leave, pro-rata where appropriate, but not during any other period of leave.								
	Exclusion	Employees who are classified as an Interpreter or Translator are not eligible for the allowance.								
	Note	Eligible part-time employees are entitled to receive the allowance on a pro-rata basis.								
	Additional information	See Note 2. below.								

Note:

2. Linguistic Availability/ Performance Allowance:

- (a) The required standard of language competence is accreditation at National Accreditation Authority for Translators and Interpreters (NAATI) Level 1.
- (b) Where assessment in a language is not offered by NAATI, the relevant corporate area may approve assessment by another individual or body that has:
 - (i) the necessary expertise to assess the language skills; and
 - (ii) sufficient knowledge of NAATI levels and competencies required to determine the appropriate rate of LAPA.
- (c) The relevant corporate area should arrange accreditation testing, and pay any associated fees, for employees being considered for LAPA. Accreditation is organised by NAATI.
- (d) Until such time as recognition by NAATI, or an alternative provider, is available, the relevant corporate area may approve the payment of LAPA Level 1 to an employee on the certification of the employee's Member.
- (e) LAPA may be paid from the date of an employee's application for payment, or from the date at which the relevant corporate area determines the need for the language has been demonstrated.
- (f) The relevant corporate area should review the payment of LAPA annually. Such reviews should address whether there is a continuing need for communication in a language other than English.

3. EXPENSE-RELATED ALLOWANCES

			Rate at 01/07/2012	2.0% from 04/07/2013	1.5% from 03/07/2014	1.5% from 09/04/2015	1.5% from 08/10/2015	1.5% from 07/04/2016	1.5% from 06/10/2016	1.5% from 06/04/2017
Motor Vehicle	Employee Type	All classifications								
	Description	<p>The Member may authorise an employee to use a motor vehicle they own or hire:</p> <p>1. For official purposes, where the Member is satisfied this use would:</p> <p>(a) result in greater efficiency; or</p> <p>(b) involve the Territory in less expense than if public transport or a vehicle owned by the ACT Government were used.</p> <p>2. For specified journeys, where the Member is satisfied that:</p> <p>(a) the use will not result in the employee taking more time on the journey than they would otherwise take; or</p> <p>(b) it would not be contrary to the interest of the ACT Government.</p> <p>3. Travel between normal headquarters and a temporary work station, or between the employee's home and a temporary work station, where the Member is satisfied that:</p> <p>(a) there is no public transport available for travel to the temporary station; or</p> <p>(b) although public transport is available, the work program makes its use impossible.</p>								
	Rate/Frequency	per km (1) Small car - 1600cc non-rotary: - 800cc rotary:	\$0.70	\$0.71	\$0.72	\$0.74	\$0.75	\$0.76	\$0.77	\$0.78
		per km (2) Medium 1601-2600cc non-rotary: - 801-1300cc rotary:	\$0.81	\$0.83	\$0.84	\$0.85	\$0.86	\$0.88	\$0.89	\$0.90
		per km (3) Large - over 2600cc non-rotary: - over 1300cc rotary:	\$0.82	\$0.84	\$0.85	\$0.86	\$0.87	\$0.89	\$0.90	\$0.91
	Payment on Leave	Not paid during any type of paid or unpaid leave.								
	Additional information	See Note 1. below.								

Note:

1. Motor Vehicle Allowance:

- (a) The amount of the allowance is to be reduced by the amount of any Isolated Establishments (or equivalent) allowance that is payable. If the amount of any Isolated Establishments (or equivalent) allowance payable exceeds the amount of motor vehicle allowance that would otherwise be payable, then no motor vehicle allowance may be authorised.
- (b) If an employee satisfies the relevant corporate area that the allowance is insufficient to meet the amount of the expenses reasonably incurred and paid by the employee in using a motor vehicle for official purposes, the relevant corporate area may grant an additional allowance equal to the amount by which those expenses exceed the amount of the allowance or allowances.
- (c) If, as a consequence of using a motor vehicle an employee is required to pay a higher insurance premium than would otherwise be the case, they are entitled to be reimbursed the additional cost.
- (d) Employees who use a private motor vehicle under the motor vehicle allowance conditions may be reimbursed parking fees, bridge and car-ferry tolls incurred whilst on duty, but not fines.

ANNEX C- 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.

Annex D – Other Leave

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 NAIDOC week activities
Purpose	To enable an employee to attend and participate in NAIDOC Week activities.
Eligibility	An employee who is of Aboriginal or Torres Strait Islander descent.
Entitlement	This leave may be granted for one complete day or for varying periods over the week's activities, totalling the equivalent of one complete day.
Conditions	-
Rate of payment	Full pay.
Effect on other entitlements	Will count as service for all purposes.

Leave to:	5 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:	6 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:	7 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:	8 Campaign for election
Purpose	To enable the employee to campaign for election.
Eligibility	An employee who is standing for election to the ACT Legislative Assembly, Commonwealth or State House of Parliament, or other legislative or advisory body approved by the Commissioner.
Entitlement	A maximum period of three months.
Conditions	-
Rate of payment	Without pay.
Effect on other entitlements	Will not count for any purpose.
Leave to:	9 Cope with a disaster
Purpose	Where an employee is affected by a disaster which has destroyed or significantly damaged the employee's usual place of residence or its contents.
Eligibility	An employee whose home is wholly or partly uninhabitable associated with health or safety reasons.
Entitlement	A maximum period of three days in each consecutive period 12 months.
Conditions	-
Rate of payment	Full pay.
Effect on other entitlements	Counts as service for all purposes.

Leave for:	10 Defence Reserve
Purpose	To enable an employee to undertake specified defence service and, also, enlistment, training and/or deployment with the Australian Defence Force Reserve (ADFR).
Eligibility	Available to employees other than casual employees.
Entitlement	<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 Member 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 Territory 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 TOIL (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 Member 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.

Annex D – Other Leave

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 Assembly as part of a rehabilitation process under the <i>Safety, Rehabilitation and Compensation Act 1988</i> .
Eligibility	An employee who is, or was, entitled to compensation leave under the <i>Safety, Rehabilitation and Compensation Act 1988</i> and the employment is part of a rehabilitation process under that Act.
Entitlement	A maximum period of three years.
Conditions	-
Rate of payment	Without pay.
Effect on other entitlements	Will count as service for all purposes.
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 Member considers is in the interests of the defence or public safety of the Commonwealth or the Territories.
Eligibility	An employee.
Entitlement	A maximum period of two years.
Conditions	-
Rate of payment	Without pay.
Effect on other entitlements	The first twelve months will count as service for all purposes. Subsequent leave will count as service for all purposes except annual leave. If an employee does not return to duty with the Territory the leave will not count as service for any purpose.

Leave to:	15. 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 by the Territory or in the Australian Public Service for at least four years, at the date at which the leave is proposed to begin. Leave may only be granted for this purpose where the relevant body is incorporated and is conducted by, or on behalf of, a staff organisation for the benefit of the members of the staff organisation or all persons employed in the ACTPS.
Rate of payment	Without pay.
Effect on other entitlements	Will count as service for accruing personal leave and calculating the period of service for long service, except where the leave is to enable the employee to take up an honorary office. Where leave is granted to enable the employee to take up an honorary office, the first two months leave in each calendar year will count as service for all purposes. Leave in excess of two months in a calendar year will not count as service for any purpose other than ongoing eligibility to access maternity leave as provided by subclause F12.7.
Leave for:	16. Operational Service Personal Leave
Purpose	To enable officers and employees who have rendered operational service to be absent from duty when they are unfit for work because of war-caused injuries or diseases.
Eligibility	An officer or employee, other than a casual employee, who has rendered operational service.
Entitlement	Operational service personal leave is cumulative and is additional to personal leave entitlements contained in clause F4. 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. Where operational service personal leave credits have been exhausted, the Member may grant an employee personal leave or a period of unpaid operational service personal leave.

Leave for:	16 Operational Service Personal Leave (cont)
Evidence and Conditions	<p>An eligible officer or employee should discuss with their Member, 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 Member to access their operational service personal leave entitlement.</p> <p>Having considered the requirements of this clause the Member may approve an employee’s application to access operational service personal leave. A decision not to approve the leave will be taken in accordance with subclause F2.1.</p> <p>Operational service personal leave may be granted by the Member:</p> <p>(a) to cover absences resulting from war-caused injury or diseases; and</p> <p>(b) following a written request from an eligible officer or employee, which must include documentary evidence that the absence is due to the war-caused injury or disease, including evidence that the injury or disease is a the war-caused injury or disease in accordance with the requirements of the <i>Veterans’ Entitlement Act 1986 (Commonwealth)</i>.</p>
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	<p>Operational service personal leave with pay will count as service for all purposes.</p> <p>Operational service personal leave without pay will not count as service.</p>
Interpretation	<p>operational service has the same meaning as in the <i>Veterans’ Entitlement Act 1986 (Commonwealth)</i>.</p> <p>war-caused injuries or diseases has the same meaning as in the <i>Veterans’ Entitlement Act 1986 (Commonwealth)</i>.</p>
Leave for:	17. 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:	18. 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:	19. 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 Member determines there are special circumstances, having regard to: <ul style="list-style-type: none"> (a) the purpose for which the leave is being taken; and (b) the length of service of the employee; and (c) the length of the period for which the leave is being taken. In special circumstances the Member determines whether leave is at full pay or half pay.
Effect on other entitlements	Leave without pay will not count as service for any purpose. However where the Member determines there are special circumstances and that the period of leave granted is to be with pay then the paid leave will count as service for all purposes.

DICTIONARY

ACTPS means the Service established by the PSM Act.

Agency means an administrative unit of the ACTPS.

Agreement means the *ACT Legislative Assembly Members' Staff Enterprise Agreement 2013-2017* and includes all Annexes and Schedules.

Assembly means the Legislative Assembly of the Australian Capital Territory.

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

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

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

Commissioner for Public Administration means the person appointed under section 18(1) of the PSM Act.

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

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

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

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

Domestic Violence is as defined under the *Domestic Violence and Protection Orders Act 2008* (ACT).

Eligible Casual Employee means:

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

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

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

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

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

Dictionary

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

FW Act means the *Fair Work Act 2009*.

FWC means Fair Work Commission.

FW Regulations mean the Fair Work Regulations 2009.

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

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

LAMS CC means the Legislative Assembly Members' Staff Consultative Committee established under subclause G1.4 of this Agreement.

Life of the current Assembly means:

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

or any subsequent Direction dealing with this matter.

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

Permanent Caring Responsibility means an out of home care placement for a child(ren) until the child(ren) 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.

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).

Dictionary

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

Regular part time hours means an agreed number of regular hours per week that is less than the ordinary weekly hours specified in this Agreement.

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

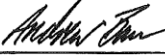
Supervisor means a person who has direct supervisory responsibility for one or more employees in a business unit or group activity.

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

SIGNATORY PAGE
ACT LEGISLATIVE ASSEMBLY
MEMBERS' STAFF
ENTERPRISE AGREEMENT 2013 – 2017

This is a signed copy of the enterprise agreement defined above


signed in accordance with the requirements of the *Fair Work Act 2009*.

EMPLOYER	
SIGNATURE	
NAME	Andrew Barr MLA
ADDRESS	Legislative Assembly Building, London Circuit, Canberra City 2601
AUTHORITY TO SIGN THE AGREEMENT	Signatory holds the office of Chief Minister

SIGNATORY PAGE
ACT LEGISLATIVE ASSEMBLY
MEMBERS' STAFF
ENTERPRISE AGREEMENT 2013 – 2017

This is a signed copy of the enterprise agreement defined above

signed in accordance with the requirements of the *Fair Work Act 2009*.

REPRESENTATIVE OF EMPLOYEES	
SIGNATURE	
NAME	VINCE MCDEVITT
ADDRESS	LEVEL 1 - 40 BRISBANE AVE, BARTON ACT
AUTHORITY TO SIGN THE AGREEMENT	CPSD REGIONAL SECRETARY